

AGREEMENT FOR PROFESSIONAL SERVICES IRON HORSE GOLF COURSE IMPROVEMENTS

This agreement for Professional Services ("AGREEMENT") is made and entered into this ____ day of ___, 2019, by and between **THE CITY OF NORTH RICHLAND HILLS**, hereinafter called the "OWNER" or "CITY," and **GOLFSCAPES, INC.**, hereinafter called the "CONSULTANT." The term OWNER or CITY shall include the City of North Richland Hills, its officers, employees, agents, and authorized representatives. The term CONSULTANT shall include Golfscapes, Inc., its officers, employees, agents, subconsultants, subcontractors, and authorized representatives. OWNER and CONSULTANT shall each be referred to herein as a "party" and collectively as the "parties."

RECITALS

This AGREEMENT is applicable to the furnishing of Consultant Services by the CONSULTANT to the OWNER for professional design services for improvements to the Iron Horse Golf Course, including grading, irrigation system renovation, and associated golf cart path modifications, and assistance with construction contract administration, hereinafter called the "PROJECT."

CONTRACTUAL UNDERTAKINGS

SECTION I EMPLOYMENT OF CONSULTANT

The OWNER agrees to employ the CONSULTANT and the CONSULTANT agrees to furnish Consultant Services in connection with the PROJECT as defined above and as stated in Section II following, and for having rendered such services the OWNER agrees to pay to the CONSULTANT compensation as stated in Section VI following.

SECTION II CHARACTER AND EXTENT OF SERVICES

1. The BASIC CONSULTANT SERVICES to be rendered by CONSULTANT include and are limited to the services to be provided as specifically described and set forth in the SCOPE OF SERVICES, attached hereto and incorporated herein as **Attachment "A,"** the "SERVICES."
2. The SPECIAL CONSULTANT SERVICES to be rendered by the CONSULTANT include and are limited to the following: (None – All work included in BASIC CONSULTANT SERVICES).

SECTION III AUTHORIZATION OF SERVICES AND NOTICE

No professional services of any nature shall be undertaken by the CONSULTANT under this AGREEMENT until he has received written authorization from the OWNER which is to include any additional service after execution of this agreement.

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

If to OWNER:
City of North Richland Hills
Attn: City Manager
4301 City Point Drive
North Richland Hills, Texas 76180
Email: mhindman@nrhtx.com
Phone: (817) 342-6000

If to CONSULTANT:
Golfscapes, Inc.
Attn: Jeffrey D Brauer
Street Address 3809 Canton Jade Way
City State Zip Arlington, TX 76005
Email: jeff@jeffreydbrauer.com
Phone: 817-797-6376

SECTION IV PERIOD OF SERVICE

This AGREEMENT shall be effective upon execution by the OWNER and the CONSULTANT, and shall remain in force until terminated under the provisions hereinafter provided in Section X.

SECTION V COORDINATION WITH THE OWNER

The CONSULTANT shall hold periodic conferences with the OWNER, or its representatives in accordance with the Basic Services, to the end that the project shall have full benefit of the OWNER'S EXPERIENCE AND KNOWLEDGE OF EXISTING NEEDS AND FACILITIES, AND BE CONSISTENT WITH ITS CURRENT POLICIES AND CONSTRUCTION STANDARDS. To implement this coordination, the OWNER shall make available to the CONSULTANT for use in planning the project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the project without additional cost to the CONSULTANT, and upon which the CONSULTANT may rely.

SECTION VI THE CONSULTANT'S COMPENSATION

For and in consideration of the Basic Consultant Services to be rendered by the CONSULTANT, as cited in Section II above, the OWNER shall pay and the CONSULTANT shall receive the compensation hereinafter set forth:

1. **BASIC CONSULTANT SERVICES**
Compensation for the Basic Consultant Services shall be as shown in **Attachment "A."**

Payment for the Basic Consultant Services shall be due in monthly installments in proportion to that part of the assignment that has been completed. Such payment shall be based on the CONSULTANT'S estimate of percentage of assignment completion, as evidenced by monthly statements submitted by the CONSULTANT to the OWNER. Final payment for services authorized herein shall be due at the completion of these services.

2. **SPECIAL CONSULTANT SERVICES**
None – All work included in BASIC CONSULTANT SERVICES.

3. **ADDITIONAL SERVICES**

Services other than those set forth in the Scope of Services shall constitute Additional Services. Additional Services, such as additional design work or other services other than those included in the Scope of Services, or any others, shall be performed only with OWNER'S authorization in writing signed by owner's authorized representative, and shall be derived the same as Basic Consultant Services. Additional Services will be in addition to the total amount in sub-paragraph 4 below. Additional services will be provided for a mutually agreed upon sum. No payments will be due as additional services unless authorized in writing by execution of a supplement to this agreement by The City Manager of North Richland Hills.

4. **TOTAL COMPENSATION**

Total compensation to the CONSULTANT shall not exceed **\$285,000** ("Contract Price") including reimbursable expenses without additional negotiation and authorization.

The compensation for Consultant Services stated does not include sales tax. If the State of Texas imposes a sales tax on architectural services during the time of this contract, then the Owner agrees to pay the sales tax as an extra payment, above and beyond the agreed compensation for basic architectural services.

SECTION VII REVISION OF REPORTS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

The revision and redrafting of reports, plans, specifications and other documents during the formative stages as an orderly process in the development of the Project to meet the needs of the OWNER shall be considered as part of the Basic Consultant Services; however after a definite plan has been approved by the OWNER, if a decision is subsequently made by the OWNER, which, for its proper execution involves extra services and expenses for changes in, or additions to the

drawings, specifications or other documents, or if the CONSULTANT incurs extra labor cost or expenses due to delays imposed on him from causes not within his control, the CONSULTANT shall be compensated for such extra expense which shall be considered as Additional Services. The CONSULTANT is responsible for notifying the OWNER as soon as possible if this circumstance arises.

SECTION VIII OWNERSHIP AND USE OF DOCUMENTS

Original documents, plans, design and survey notes (collectively the "Plans") represent the product of training, experience, and professional skill, and accordingly belong to, and remain the property of the CONSULTANT who produced them, and the OWNER regardless of whether the instruments were copyrighted or whether the project for which they were prepared is executed. Notwithstanding the foregoing, CONSULTANT shall provide OWNER with a minimum of one complete set of the final Plans for the PROJECT, or additional copies at OWNER'S cost. OWNER agrees that it will not use the Plans created by CONSULTANT for other projects without CONSULTANT's prior written consent.

SECTION IX COMPLETION SCHEDULE

The CONSULTANT agrees to complete the work as detailed in Attachment A.

SECTION X TERMINATION

Either party to this AGREEMENT may terminate the AGREEMENT by giving to the other 30 days' notice in writing. Upon delivery of such notice by the OWNER to the CONSULTANT, the CONSULTANT shall discontinue all services in connection with the performance of this AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this AGREEMENT. As soon as practicable after receipt of notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the CONSULTANT promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to the total services called for under this AGREEMENT less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this AGREEMENT shall be delivered to the OWNER when and if this AGREEMENT IS TERMINATED, but subject to the restrictions, as to their use, as set forth in Section VIII.

SECTION XI LIABILITY AND INDEMINIFICATION

The CONSULTANT agrees to indemnify and hold CITY harmless, for claims for damages, costs, and expenses of persons or property that may arise out of any negligent act, error or omission of CONSULTANT, or an agent, servant, subconsultant, subcontractor, employee or representative of CONSULTANT in the execution or performance of this AGREEMENT up to \$2,000,000 per occurrence and \$4,000,000 aggregate liability, except such limitations shall not apply in the event of CONSULTANT'S gross negligence or intentional misconduct.

The CONSULTANT agrees to carry errors and omissions type of professional liability insurance policy in an amount of \$1,000,000 and will furnish the OWNER a certificate of insurance for the OWNER'S file prior to beginning any work or providing any services under this AGREEMENT. The CITY will be listed as an additional insured except for professional liability insurance.

To the extent permitted by applicable law, the OWNER shall indemnify and hold CONSULTANT harmless against claims for damages, costs, and expenses of persons or property that may arise out of any negligent act, error or omission of OWNER, or any of its employees, agents, or representatives. Nothing herein shall require OWNER to create a sinking fund to satisfy any obligations under this AGREEMENT.

SECTION XII SUCCESSORS AND ASSIGNMENTS

The OWNER and the CONSULTANT each binds himself and his successors, executors, administrators and assigns to any other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the OWNER nor the CONSULTANT shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body, which may be a party thereto.

SECTION XIII CHOICE OF LAW; VENUE

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees.

SECTION XIV SPECIAL CONDITIONS

Special conditions, under the AGREEMENT, include and are limited to those listed hereinafter; the conditions shall become part of the AGREEMENT: **NONE**

SECTION XV INDEPENDENT CONTRACTOR

CONSULTANT shall perform all work and services hereunder as an independent contractor and not as an officer, agent or employee of the City. CONSULTANT shall have exclusive control of and the exclusive right to control, the details of the work and services performed hereunder and all persons performing same on CONSULTANT'S behalf and shall be solely responsible for the acts and omissions of its agents, employees, subconsultants and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between OWNER and CONSULTANT, its agents, employees, subconsultants and subcontractors; and the doctrine of respondeat superior shall have no application as between OWNER and CONSULTANT.

SECTION XVI AUDIT

During the term of this AGREEMENT, and at any time within three (3) years following the expiration or termination of this AGREEMENT, the City shall have the right of access to all information held in the possession of the CONSULTANT related to services performed under this AGREEMENT, for audit purposes or otherwise. CONSULTANT agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, OWNER will provide reasonable advance written notice of any intended audits and the need for the information. CONSULTANT agrees that it will keep records relating to the services provided hereunder for as long as required by law.

SECTION XVII CONFIDENTIAL INFORMATION

CONSULTANT understands and acknowledges that CONSULTANT will be provided with information, or access to information, that may be confidential by law, rule, statute, ordinance or legal order. CONSULTANT shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for

any claims or damages caused by Contractor's breach of this confidentiality provision.

**SECTION XVIII
FORCE MAJUERE**

Neither party shall be liable for failure to perform its obligations under this AGREEMENT if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

[END OF DOCUMENT – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this professional services agreement upon the year and date indicated beneath their signatures hereto.

CITY OF NORTH RICHLAND HILLS, TEXAS

GOLFSCAPES, INC.

By: _____
Mark Hindman, City Manager

By: _____
Jeffrey D. Brauer, ASLA, RLA, President- CEO

Date: _____

Date: _____

ATTEST:

ATTEST:

Alicia Richardson, City Secretary

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney

ATTACHMENT "A"

SCOPE OF SERVICES

1.0 PROJECT UNDERSTANDING

GolfScapes, Inc. (GolfScapes) herein referred to as “CONSULTANT” will perform professional design services for the City of North Richland Hills, herein referred to as “OWNER” or “CITY” for improvements at Iron Horse Golf Course on 6200 Skylark Cir, North Richland Hills, TX 76180. Based on our initial meeting, priority improvements for Iron Horse Golf Course include:

- 1.1.1 Overall Compliance with FEMA, NPDES, and other regulations within all work. It is anticipated a City Floodplain Permit, will be required by the City, but that final work will not raise flood levels.
- 1.1.2 Develop Drone Topography Map
- 1.1.3 New Irrigation System, using updated existing items, such as:
 - 1.1.3.1 2 of 3 existing pump stations
 - 1.1.3.2 Existing Pump House Structures
 - 1.1.3.3 Some pipe (replaced in bridge projects)
 - 1.1.3.4 Central Control System (if possible)
- 1.1.4 Fairway drainage via grading and new drain pipe system
- 1.1.5 Flood Control /Water flows on:
 - 1.1.5.1 Holes 12-14
 - 1.1.5.2 Secondary Problem – Cut through across hole 18
- 1.1.6 Tees
 - 1.1.6.1 Enlarge Par 3 and 7th and 10th tees
 - 1.1.6.2 Add new forward tees
 - 1.1.6.3 Where required, grade and drain around tees.
 - 1.1.6.4 Enlarge Practice Tee and Improve Targets
- 1.1.7 Reduce and Improve Sand Bunkers
- 1.1.8 Cart Paths
 - 1.1.8.1 Relocate paths as required for safety (i.e., 18th hole near green) or where holes are re-routed
 - 1.1.8.2 Widen at Tees and Greens
- 1.1.9 Repair Overflow on SW corner of Hole 11/16/17 irrigation pond.

2.0 GOLFSCAPES, INC. “CONSULTANT” SERVICES

The CONSULTANT shall provide the services with its own personnel and/or through subconsultants or subcontractors. Owner acknowledges that CONSULTANT will utilize the following subcontractors or subconsultants to provide a portion of the services under this Agreement.

- **Halff Associates, Inc., Civil Engineers**
- **EC Design, Irrigation Consultants.**

Notwithstanding the use of subconsultants or subcontractors, CONSULTANT shall remain liable and shall be responsible for all services to be provided under this Agreement.

2.1 Pre-Design Phase

In the Pre-Design Phase, the Consultant shall:

- A. Gather Data, Provide Programming & Oversee Community Input

- B. Establish for approval, limits of irrigation systems coverage, materials, product selections, water supply rates, delivery rates, pumping requirements, permit restrictions, project time table and budget
 1. The City will provide Consultant all available information for the current on- site and off-site conditions including, but not limited to the following: GIS files; as-built CAD files, aerial photographs; topographic surveys; easements; boundary surveys; property lines; building locations and layouts; roadways and parking; utility locations; trees and vegetation; hydrology and drainage information; and any existing golf course improvements.
 2. Based upon the information provided by the City, Consultant will prepare an existing conditions base map for use in the planning process. The base map will be comprised of existing features as well as a drone topographical map at 1' intervals developed by engineers.
 3. Attend one (1) kick-off meeting with City representatives to discuss/confirm the project schedule, goals, and program items to be included in the Project, and prepare a preliminary evaluation of the City's proposed site, program and schedule requirements, proposed method of contracting for construction, and budget for the Work, each in terms of the other.
 4. Consult with the City regarding the necessity of obtaining services from other consultants and professionals that may be necessary to complete the Project, i.e., City shall provide Geotech and soil testing services as required.
 5. Drone Topographic Survey, (described in next section)

2.2 Preliminary Planning Phase

In the Preliminary Planning Phase the Consultant shall prepare:

- A. Schematic Re-Routing Studies of holes 13-14 to increase flow. Upon discussion and engineering review of associated grading and hydraulics, the Consultant shall refine the schematic routing alternative to a Final Routing Plan, mutually agreeable to City and Consultant. Upon approval, Consultant shall prepare:
- B. A Feature Design Study for any changes to the locations and configurations of centerlines, tees, greens, fairways, and hazards or any relocated holes, practice areas, sand bunker reductions, etc.
- C. Preliminary Irrigation Head Spacing/Location and Coverage Plan based on required coverage and if applicable budget limitations
- D. Provide minimum golf course irrigation experience requirements for bidder pre-qualification
- E. A Preliminary Cost Estimate, based on the preliminary documents, and utilizing area, and/or volume estimates with recent unit pricing. As the design process progresses, the Consultant shall provide updates Cost Estimates, advising the City of any changes to previous estimates.

This preliminary and all subsequent cost estimates shall be based on the Consultant's best judgment as a golf course design professional. However, neither the Consultant nor the City has control over the cost of labor, materials, or competitive bidding or market conditions. The Consultant does not warrant or represent that bids or negotiated prices will not vary from the City's Project budget or from any cost estimate it prepares. Any increase to the Contract Amount that is \$50,000 or more shall require additional approval by the City Council.

- F. An Illustrative Final Master Plan, when all features have been reasonably fixed.

2.3 Floodplain Evaluation and Permitting Phase

The Consultant shall, primarily through the work of its engineer, obtain required permits and approvals by federal, state and local governmental agencies having jurisdiction over this Project. Some City assistance may be required to assist in the permitting process, and some tasks will be performed before, during and after design, but summarized below in 4 major categories:

- *Floodplain Alteration Feasibility Study*
- *Drone Topographic Mapping*
- *As-Built Surveying*
- *Floodplain Development Permit*

A. Floodplain Alteration Feasibility Study

1. Data Collection and Base Map Preparation
 - Obtain site plan(s) and proposed renovation grading plans and other pertinent information from Owner.
 - Retrieve topographic maps from CONSULTANT'S files, OWNER, and Texas Natural Resources Information System (TNRIS), as necessary.
 - Retrieve existing floodplain information from files.
 - Field investigation to inspect the site, take photographs.
 - Develop Geographic Information Systems (GIS) format base map of project area.
2. Grading Earthwork Calculations
 - Develop ground surface elevation terrain for the grading plan alternatives provided (maximum of 6 alternatives included). Compare to existing conditions ground surface elevations and perform volume calculations to support design of golf course and valley storage requirements.
3. Stream Hydraulics

Obtain current effective hydraulic model for Big Fossil Creek, Singing Hills Creek, and Tributary B from the City of North Richland Hills. Execute and debug the models.

Establish base flood levels.

 - Build revised existing conditions (pre-project) hydraulic models to reflect existing site conditions as per the drone topographic surveys obtained for this project, and insert additional hydraulic cross-sections as needed within project limits.
 - Run and debug the models if necessary, to establish pre-project flood levels.
 - Compare to existing conditions.
 - Modify the pre-project hydraulic model to evaluate the proposed golf course renovation alternatives (not to exceed 6 alternatives evaluated). If additional alternatives are required, the additional alternatives will be evaluated for an additional fee on a time and materials basis (approximately \$3,000 per additional alternative).
 - Execute, debug, and plot the proposed condition models.
 - Evaluate valley storage impacts due to alternatives.
 - Create water surface elevation and flow velocity comparison tables for the different alternatives.
 - Create hard copy and digital copy of all hydraulic models. Plot cross-sections and hydraulic profile.
 - Coordinate with Iron Horse Golf Course and City of North Richland Hills as needed to mitigate negative hydraulic impacts and comply with the City of North Richland Hills floodplain criteria.
 - Modify proposed conditions models to meet City of North Richland Hills criteria.
 - Quality Assurance and Quality Control check of hydraulic models.
4. Feasibility Study Report
 - Write, edit and compile report.
 - Prepare exhibits and tables as needed for the report.

- Assemble and bind three (3) copies of the report, two for the owner(s) and one to be retained by Halff Associates, Inc.
- Submittal and presentation to Owner(s)
- This scope of work includes three (3) meetings with the Owner(s) at the Feasibility stage for the purpose of reviewing the study results and overall communication.

B. Drone Topographic Surveying

Aerial Field Collection

- Perform Mission planning.
- Meet at site with client and project managers.
- Set and survey ground control points with Aerial Panel Points.
- Traditional GPS survey areas for QC ground truthing and Obscure areas (Coverage and Vegetation).
- Fly Project to project boundary extents. Office

Data Processing

- Mosaic Imagery to create Current, High-Res, Survey Grade Aerial Imagery.
- Generate 3D Point Cloud for data extraction.
- Extract 2D/3D CADD data.
- Create GIS Shapefiles.
- Video Editing for hole fly-throughs. Deliverables

- Current, High-Res, Survey Grade Aerial Ortho Imagery
- CADD Data (Contours, TIN, Planametries) (2D and 3D) (DWG/DGN)
- GIS Planametries (Esri Shapefile)
- 3D Pointcloud (.las)

C. As Built Surveying

- Establish project horizontal and vertical control using GPS RTK surveying methods. Control will be based on the Trimble (Western Data Systems) VRS Network. Using conventional and GPS surveying methods we will spot survey the locations within the golf course where constructed grading changes have occurred to ensure the elevations and general grading conforms to as depicted on the Proposed Renovation – for the golf course concept exhibit provided to engineer by Consultant.

D. Floodplain Development Permit

- Using the results from the floodplain Feasibility Study, the City's Floodplain Development Permit application will be completed and supplied to the City along with the Feasibility Study Report to prove compliance with City floodplain regulations.

In the floodplain evaluation phase, the Consultant shall assist the City and engineer in connection with preparing documents required for approval by appropriate governmental authorities.

This scope of work does not include FEMA floodplain permitting (CLOMR/LOMR) with the caveat that the proposed golf course improvements will not adversely impact adjacent residential properties. However, scope and fees for the CLOMR and LOMR application submittals have been provided as an Additional Service. If required, this effort would only be executed with written authorization from the City of North Richland Hills to perform these special services.

The City as "Owner":

1. Is responsible for payment of all permitting costs, (if needed) including but not limited to, permit fees and mitigation costs that may be imposed by government agencies as a condition of approval for the Project.
2. Acknowledges and agrees that the cost of permits and permit conditions imposed on the Project

- is beyond the control of both the City and the Consultant.
3. Shall provide appropriate information and documents and coordinate with the Engineer as required.
4. Is responsible for payment of all permitting costs, (if needed) including but not limited to, permit fees and mitigation costs that may be imposed by government agencies as a condition of approval for the Project.
5. Acknowledges and agrees that the cost of permits and permit conditions imposed on the Project is beyond the control of both the City and the Consultant.
6. Provide appropriate information and documents and coordinate with the Engineer as required.

The floodplain evaluation shall begin in the Preliminary Design Phase, be refined in the Design Development documents and evaluated post construction for compliance.

2.4 Design Development Phase

When the Preliminary Design Documents are approved and project requirements are reasonably fixed, the Consultant shall prepare Design Development Documents, which shall endeavor to refine and better establish golf course design elements and meet submittal/permitting requirements and which shall include:

- Preliminary (approximately 50% level) Construction Drawings at 1"=100' for clearing, grading, drainage, irrigation, features, hardscape and grassing, which shall be sufficient in detail to reasonably ascertain scope of construction.
- A Revised Cost Estimate. If this cost estimate exceeds the City's initial budget for the Work, the Consultant and City shall cooperate to adjust the Project's scope of work, quality or budget, considering the value of alternate materials and construction methods in further developing the Project design.

2.5 Construction Documents Phase

Based upon approval from the City for the Design Development documents, Consultant will prepare Construction Drawings and Specifications to 95% completion level, together with a final cost estimate.

Construction Plans shall include:

1. **NPDES Erosion Control Plan**
2. **Staking Plan** showing proposed centerlines of each golf hole
3. **Clearing Plan**, where applicable
4. **Grading Plan** at a scale of 1" = 100' for fairways.
5. **Golf Course Drainage Plan** coordinated with engineer's findings
6. **Grassing Plan**
7. **Hardscape Plan** (for partial relocation and repair of paths)
8. **Irrigation Plan** at minimum scale of 1" = 200' with head layout, piping design, pipe sizing, controller station assignment for rotary heads and wiring layout
9. **Green and Tee Details** (if any) at a scale of not less than 1"=30.0 feet
10. **Construction Details**

Construction Specifications shall include:

1. Written requirements for construction of the Project ("Work") by a selected Contractor ("Contractor"), including the quality levels of materials and workmanship, and responsibilities of the City, Consultant and Contractor during construction of the Project.
2. With approval of the City, the specifications may require the Contractor, to provide professional or supplier design of common elements of Golf Course Construction (such as bridges or pumping

- units, for example).
3. Requirements that the Contractor provide "Drawings of Record," or, "As-Built Drawings" as part of its responsibilities. Further, certain payments will not be made until at least preliminary "Drawings of Record" are submitted to the City.
4. The City will provide Consultant with all front-end documents, contracts, insurance requirements, general conditions, etc. for use by Consultant in preparing the specifications and contract documents.
5. The irrigation system to include major components and general conditions specific to the irrigation system.

Submit the 95% Construction Documents and cost estimate to the City for final review and written comments and revisions by the City.

Upon the final written comments received from the City, Consultant will prepare final 100% Construction Documents for the City to use in bidding. These shall:

1. Be in a format sufficient for an experienced and knowledgeable golf course Contractor to provide a qualified bid and complete the work.
2. Include special Project requirements reasonably required by the City.

Consultant will submit the Final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. Fees associated with Plan Review and Filing will be considered reimbursable expenses.

2.6 Bid Phase

It is anticipated that the proposed improvements will be prepared as one bid package to be implemented from approximately December 2019 until July 2020. If additional or multiple bid packages are required by the City, Consultant will re-evaluate whether additional fees are required.

Consultant shall:

1. Provide the City with PDF files of the documents for the Bid and Construction Document Package. The City will be responsible for the advertisement of the bidding, printing and distribution of bid sets and overall management of the bidding process.
2. Bid Forms shall include deductive alternates to assist in meeting budget.
3. Attend a pre-bid meeting with City representatives and the potential bidders.
4. Issue clarification/addenda if required
5. Attend one session (in person or via phone) to assist the City in its work of:
 - Reviewing the Contractor's bids
 - Selecting Deductive Alternate Bids to Meet Budget (if required)
 - City may elect to authorize a higher budget.

2.7 Construction Evaluation Phase

A. The Consultant's Responsibilities During the Construction Phase

1. Duration

The Consultant's responsibility to provide Construction Phase Services under this Agreement commences with the award of the initial Construction Contract and terminates at the earlier of:

- a. The issue of a certificate for final payment with respect to the Project; or

- b. Anticipated Construction Completion Date of July 30, 2020.

2. Site Visits

The Consultant shall make at least eighteen (18) equivalent six hour minimum periodic site visits for general golf course reconstruction at intervals appropriate to active construction but may actually provide up to twenty (20) half day (or some combinations) visits if best for the project. Additionally, there will be (7) site visits for irrigation related staking and irrigation construction evaluation services. Such visits will not be exhaustive or continuous on-site inspections, but will be for the purposes of:

- Design Review and Construction Evaluation - Becoming generally familiar with the progress and quality of Work completed, and is substantially in compliance with Contract Documents when complete.
- Making changes to the Work to enhance and adapt the design for site conditions, which are consistent with the intent of the Contract Documents, and not involving an adjustment to Contract Price or extension of Contract Time. Any changes are subject to the approval of the City.
- Informing the City's Project manager/Contract Administrator of observations concerning the progress and quality of Work.

By providing these periodic site visits and construction evaluations, the Consultant shall not be deemed in any way in charge of or responsible for the Contractor's:

- Failure to carry out the Work in accordance with the Contract Documents.
- Construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connections with the Work, since these are solely the Contractor's rights and responsibilities.
- Acts or omissions of the Contractor, any subcontractors or suppliers, or their agents or employees, or any other persons performing any of the Contractor's Work on the Project.

B. Construction Contract Administration Assistance

1. The Consultant's responsibilities during the construction phase shall consist of making design and construction evaluations on the basis of periodic site visits. Within the limitations of those site visits, and any limitations of authority in this Agreement, and in coordinating with the City's personnel or consultants, provide typical Construction Administration tasks of:

- Attending and conducting monthly construction meetings, with City assigned Project Managers documenting results.
- Reviewing and signing pay applications, Contractor requests for information, etc.,
- Answer questions of the Contractor.
- City assigned Project Managers to maintain, issue and distribute the job record, Reviewing and Recommending Action on Contractor's Monthly and Final Payment Applications, if on AIA or similar documents. The Consultant's authorization of a payment application shall constitute only a recommendation to the City, based on the Consultant's evaluations of the approximately completed amount of the work, and Contractor's Application for Payment, that to the best of their knowledge:
 - The Work has progressed to the point indicated in such application
 - Is substantially in compliance with the Contract Documents based on information known at the time of the application.
 - The Contractor is entitled to payment approximately in the amount applied for or (if other) recommended by the Consultant.

It shall not imply that there have been exhaustive or continuous field checks of the quality or quantity of the Work, or review of:

- Construction means, methods, techniques, or procedures,

- Copies of requisitions received from Subcontractors and material or equipment suppliers or other data needed to substantiate the Contractor's right to payment, or
 - Other than requesting lien waivers, confirmation of how the Contractor has spent funds paid under the Construction Contract.
- Interpreting the Performance of the Contractor when requested, on claims of the City or Contractor relating to the Project.
 - Issuing Instructions to the Contractor
 - Interpreting Contract Requirements for the City and/or Contractor, which are consistent with the intent of, and reasonably inferable from the Contract Documents by knowledgeable persons.
 - Recommend Rejection or Testing of Work, whenever it's not clear that Work conforms to the Contract Documents, with City assigned Project Manager issuing rejection notice.

No recommendation or interpretations made in good faith by the Consultant, including any recommendation to reject Work shall give rise to a duty or responsibility of the Consultant for the consequences to the City, Contractor, Subcontractors of Contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2. Review Submittals - The Consultant shall assist the City assigned Project Managers in processing submittal and shop drawing reviews as submitted by the Contractor during construction, for the limited purpose of checking for conformance with the Contract Document. Details, completeness, accuracy, adequacy and truthful representation of submittals remain the responsibility of the Contractor. The Consultant and the City shall be entitled to rely upon the adequacy of any submittals or supplier design services, provided by suppliers specified by Consultant or its sub consultants, or in some cases the Contractor (i.e., pump stations, bridges are typically supplier designed.)
3. Change Orders - Assist the City assigned Project Managers in reviewing and making recommendations on properly prepared, sufficiently supported and timely requests by the Contractor for Change Orders without extensive investigation or preparation of additional drawings or specifications.
4. Project Completion - The Consultant shall assist the City assigned Project Managers to:
 - a. Determine the date(s) of Substantial and Final Completion.
 - b. Conduct Substantial Completion Inspection
 - c. Develop Punch List of items to complete/correct and determine withholding sums.
 - d. Conduct Substantial Completion Inspection to verify that necessary items have been completed or corrected.
 - e. Initiate project close out consisting of:
 - Approve reduction or release of retainage, or issuance of final Certificate for Payment.
 - Assist City assigned Project Manager in receipt of warranties, affidavits, lien waivers, etc.

3.0 ASSUMPTIONS

This agreement allows for up to:

1. Two (2) schematic routing revisions to establish final routing.
2. Attendance at one(1) Public Hearing with Park Board during Design Phases
3. One (1) presentations to the City Council by the Consultant to discuss and review the contents of any Design Phase Documents, or to assist the Owner in Procuring Construction services.

This Agreement allows for up to:

- Five (5) Design/Bid Phase meetings/visits with Staff by the Consultant.
- Eighteen (18) equivalent six hour minimum periodic site visits at intervals appropriate to active construction but may actually provide up to twenty (20) half day (or some combinations) visits if best for the project. Consultant has option to make more and longer visits at its cost.)

- Seven (7) site visits for irrigation staking and irrigation construction evaluation services.
- Two (2) Design Phase meetings/visits by the Irrigation Designer
- Up to five (5) site visits for construction phase services by the Irrigation Designer for construction review and sprinkler staking.

4.0 ADDITIONAL SERVICES

These scope items are not included in the basic scope of services, but may be procured with written authorization from the City of North Richland Hills as needed to fulfill floodplain permitting requirements.

FEMA Conditional Letter of Map Revision (CLOMR)→ (\$20,000) Data

Collection and Coordination

1. Obtain the FEMA effective Big Fossil Creek, Singing Hills Creek, and Tributary B hydraulic models from the FEMA Digital Library.
2. Coordinate with the City of North Richland Hills Floodplain Administrator on hydraulic impact implications in relation to the City's floodplain ordinance.

Corrected Effective and Proposed Conditions Hydraulic analysis

1. The Consultant will review the FEMA supplied hydraulic model for Big Fossil Creek, Singing Hills Creek, and Tributary B. The Consultant will create Corrected Effective and Proposed Project conditions from the Big Fossil Creek, Singing Hills Creek, and Tributary B model if the FEMA supplied model is different than the models supplied by the City during the feasibility study phase.

Specific tasks to be performed include the following:

- a. Modify the FEMA Effective conditions model per the feasibility study to create a Corrected Effective conditions hydraulic model.
- b. Adjust floodway as necessary to reflect Corrected Effective conditions.
- c. Execute and debug model.
- d. Compare Corrected Effective conditions results to current FEMA Effective conditions model results.
- e. Modify Corrected Effective conditions model to create a Proposed Project conditions model, incorporating the feasibility study proposed conditions model changes.
- f. Modify floodway as necessary to reflect Proposed Project conditions.
- g. Perform Quality Assurance and Quality Control check of hydraulic models for Corrected Effective and Proposed conditions.
- h. Check for hydraulic impacts (water surface elevation and velocity) to ensure the project meets the criteria specified by the City of North Richland Hills Floodplain Administrator and FEMA.
- i. Map final revised existing and proposed floodplains.
- j. Modify proposed conditions model per City comments on preliminary design changes.

Forms and Exhibits

1. Complete the following forms and include attachments and exhibits as required by FEMA:
 - a. Form 1 – Overview and Concurrence Form
 - b. Form 2 – Riverine Hydraulics and Hydrology Form
 - c. Form 3 – Riverine Structures Form
2. Compile comparison tables, including but not limited to, a 1-percent-annual- chance flood elevation (100-year) comparison table and floodway comparison table.
3. Prepare FEMA required work map showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
4. Prepare a 1 inch = 1,000 feet scale revised DFIRM exhibit and annotate.
5. Prepare owner notifications of affected properties and change of floodway notification to be published in the local newspaper.

Compliance with Endangered Species act (ESA)

1. Perform a desktop review of listed species and limited field work to confirm that no endangered species will be harmed.
2. Apply for an Incidental Take Permit (ITP) from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS), if necessary.
3. Obtain a letter from the NMFS and the USFWS indicating their determination that the project is "not likely to adversely affect" any endangered species.

CLOMR Application Report

1. Prepare a CLOMR Report to be submitted to the City of North Richland Hills.
2. Submit and present the report to the City of Richland Hills for review, approval, and signatures. This scope of work includes one (1) meeting with the City of North Richland Hills for the purpose of review and signature of the CLOMR report.
3. Assemble and bind two (2) copies of CLOMR Report (one for the City of North Richland Hills to keep, and one to be retained by engineer. Additional copies can be prepared at an additional cost.
4. Submit digital version online to FEMA.
5. Coordination with City of North Richland Hills during FEMA review.
6. Coordination with FEMA during the review stage, including modifications to analysis and report as required by FEMA.

FEMA Letter of Map Revision (LOMR)→ (\$18,500) Post-

Project Conditions Hydraulic analysis

1. Update the CLOMR Proposed Project conditions hydraulic model with as-built survey to produce a Post-Project hydraulic model.
2. Update floodway analysis as needed per as-built survey data.

Forms and Exhibits

1. Complete the following forms and include attachments and exhibits as required by FEMA:
 - a. Form 1 – Overview and Concurrence Form
 - b. Form 2 – Riverine Hydraulics and Hydrology Form
 - c. Form 3 – Riverine Structures Form
2. Compile comparison tables, including but not limited to, a 1-percent-annual- chance flood elevation (100-year) comparison table and floodway comparison table.
3. Prepare FEMA required work map showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
4. Prepare a 1 inch = 1,000 feet scale revised DFIRM exhibit and annotate.
5. Prepare as-built survey exhibit.
6. Prepare owner notifications of affected properties and change of floodway notification to be published in the local newspaper.

LOMR Application Report

1. Prepare a LOMR Report to be submitted to the City of North Richland Hills.
2. Submit and present the report to the City of North Richland Hills for review, approval, and signatures. This scope of work includes one (1) meeting with the City of North Richland Hills for the purpose of review and signature of the LOMR report.
3. Assemble and bind two (2) copies of LOMR Report (one for the City of North Richland Hills to keep and one to be retained by Engineer. Additional copies can be prepared at an additional cost.
4. Submit digital application online.
5. Coordination with City of North Richland Hills during FEMA review.
6. Coordination with FEMA during the review stage, including modifications to analysis and report as required by FEMA

5.0 EXCLUSIONS

Plans or Services Not Included in this Agreement

- Greens Construction Material Specifications (if required, specified by ARCIS)
- Revising previously approved design or Contract Documents, when changes are not initiated by Consultant.
- Hydrologic Modeling and/or Downstream Assessments
- Local (North Richland Hills) and/or federal (FEMA) review and processing fees are not included. A review and processing fee of at least \$6,500 for the CLOMR and \$8,000 for the LOMR will be assessed by FEMA. Fees listed are current, although fees may increase without warning by FEMA.
- Public notification publication costs. The cost will be determined by the newspaper and is estimated at \$350 to \$500.
- Schematic layout and configuration of the pumping plant, concrete slab, wet-well intake pipe, and lake screen requirements which shall be provided by the City of North Richland Hills sole source pump supplier.
- Building architecture.
- Delivery of electricity to pump station.
- Slab soil testing.
- GPS as-builts (contractor's responsibility).
- Other Studies, including, but not limited to:
 1. Financial, business or market analysis, pro forma or studies.
 2. Phase I EAW, EIS reports, or Water Testing required by EPA
 3. Golf Course Maintenance or IPM Plans.
 4. Soil Testing, Geo Technical Services, or Traffic Studies.
 5. Surveying during or after construction to verify construction quantities (but will survey for FEMA conformance).
 6. FEMA Floodplain Permitting.
 7. USACE Section 404 Permitting
 8. Providing promotional material including scale models, videos or brochures.
 9. Providing Consultants to perform services who are not Listed in this Agreement
 10. Providing services or consultants outside the expertise of CONSULTANT, unless enumerated in Article II, including but not limited to:
 - Roads, Parking, Site Plans or Traffic Planning
 - Utility services such as:
 - Wastewater Treatment
 - Electric, Gas, Sewer, Water or Cable (including any electric service delivery to pump stations or wells.
 - Irrigation Water Supply Source and Delivery
 - Lightning Protection
 - Outdoor Lighting
 - Hazardous Waste Disposal or Mitigation Plans
 - Slab soil testing or structural engineering, if required.
 - Building or Foundation Plans for any structure.
 11. Providing the following Services needed to/or/by:
 - Replacement or repair of any golf course features damaged by flood, casualty or other cause during or after construction.
 - Default of any Contractor, Subcontractor or supplier not providing goods or services on behalf of

CONSULTANT.

- Texas Department of Licensing and Regulation (TDLR) ADA Permit/Review Fees
- Services after the scheduled time for Substantial Completion, if through no fault of the Consultant.
- Drawing or Record or “As-Built Drawings” (to be done by the Contractor)
- As an expert or expert witness in connection with arbitration or legal proceedings.

6.0 COMPENSATION

Consultant proposes to provide the above-described Scope of Services for a Lump Sum fee of **\$272,000.00 USD, plus an estimated maximum of \$13,000 in payments for reimbursable expenses, for a total funding commitment of \$285,000.** Payments of the Basic Services Fee shall be made monthly, in proportion to services completed prior to the Invoice date. Invoices are due and payable 30 days from the date of the invoice.

Basic Services	
A. Drone Topo Survey	\$ 28,000
B. Data Gathering & Base Maps	\$ 12,000
C. Public and Council Hearings (2)	\$ 4,000
D. Re-Routing Study	\$ 10,000
E. Floodplain Alteration Study	\$ 40,000
F. Final Master Plan	\$ 30,000
G. Design Phase Meetings/Site Visit - 5	\$ 10,000
H. Construction Documents	\$ 70,000
I. Irrigation Design Plans	\$ 24,000
J. Bid Services	\$ 5,000
K. Construction Phase Site Visits & Contract Admin	\$ 15,000
L. Irrigation Staking phase Site Visits- 7	\$ 8,000
M. Engineer Post Construction Compliance Surveying	\$ 16,000
Professional Design Fee	\$ 272,000
Reimbursable Expense	\$ 13,000
Total Fees and Expenses	\$ 285,000

6.1 Hourly Rates, if required for Additional Services

Where the Method of Compensation for any Services including Additional Services to be provided is an Hourly or Per Diem basis, the Consultant will keep a record of time expended for Professional Service on behalf of the Project. The fee shall be based on the Consultant's record and rates listed below:

Engineer ADDITIONAL SERVICE BILLING RATES	
LABOR CATEGORY	HOURLY RATE
Principal-in-Charge	\$300
Team Leader	\$237
Senior H&H Project PE	\$184
Mid-Level H&H Project PE	\$165
Senior-Level H&H Project PE	\$146
H&H Project Engineer PE	\$110
QAQC (PE)	\$274
Sr. Environmental Scientist	\$127
Environmental Scientist	\$100
Sr. GIS Specialist Project Manager	\$160
GIS Analyst	\$87
Junior GIS Analyst	\$77
Sr. Civil Engineer (PE)	\$220
Civil Engineer (PE)	\$151
Civil Engineer (EIT)	\$110
Administration	\$67
3-Man Survey Crew w/GPS	\$189
2-Man Survey Crew w/GPS	\$165
RPLS	\$165
Survey Technician	\$120
CADD Technician	\$119
Survey Project Manager	\$200
Sr. Licensed Surveyor	\$185
Construction Inspector	\$100
SUE Project Manager	\$210
Designating 1-Man Crew	\$80
Designating 2-Man Crew	\$160
SUE Manager	\$145
SUE Field Manager	\$130
Utility Coordinator	\$155
Contract Specialist	\$85
Pot Holing 2-Man Crew	\$260

Prime Consultant Services

- a) Principals' time at the fixed rate of \$250.00 per hour, or
- b) Senior Associates' time at a fixed rate of \$150.00 per Hour,
- c) Associates' time at a fixed rate of \$125.00 per Hour,
- d) Clerical, if required, at a fixed rate of \$60 per Hour

Irrigation Design

- a) Principal, at a fixed rate of \$175.00 per Hour
- b) Irrigation Designer, time at a fixed rate of \$125.00 per Hour,
- c) Clerical, if required, at a fixed rate of \$60 per Hour

6.2 Reimbursable Expenses

Reimbursable Expenses are in addition to Professional Service Fees and will be invoiced at 110% of actual expenditures of the Consultant, its employees, or sub consultants for Project related:

Travel expense, including coach class airfare, (split with other clients where possible) lodging, car expense (mid-size or smaller rentals, gas and insurance), and a per diem of \$40 per day to cover such as meals and miscellaneous costs. Personal or corporate automobiles shall be reimbursed at the rate of \$0.58 per mile driven (or the then current IRS approved rate).

Reproduction Costs, including in-house and contracted blueprints, computer plots, and other copies or reproductions including any private Courier Cost for handling and delivery of Instruments of Service.

Other Project Related Expenses, if any, including expendable surveying supplies, any Project related equipment rentals, etc.

Expense of additional professional liability insurance dedicated exclusively to this Project, if requested by the Owner in excess of that normally carried by the Consultant and its sub consultants. (\$1,000,000)

Fees for Permitting or testing services reasonably required by the Project, if borne by Consultant or sub consultants retained in this Agreement.

Compensation for taxes. Fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on professional services provided under this Agreement after initiation of this Project, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

6.3 Other Conditions

The City and Consultant shall negotiate appropriate adjustments in scope, schedule, and compensation for such Additional Services if any of the following conditions occur:

- 6.3.1 Project scope changes for reasons beyond the Consultant's control and substantially require more work by the Consultant or its sub-consultants.
- 6.3.2 The Consultant is required to revise previously approved Drawings, Specifications or other documents to accomplish changes not initiated by the Consultant.
- 6.3.3 The City requests more meetings, site visits, consultations with or presentations by the Consultant or its sub consultants than what is provided under Basic Services.
- 6.3.4 For reasons beyond the Consultant's control, the Permitting Phase services extend for more than the maximum six months anticipated.

[END OF DOCUMENT]