

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

I.

This Agreement is executed by and between the City of North Richland Hills, a municipal corporation located in Tarrant County, Texas, acting by and through Mark Hindman, its duly authorized City Manager (hereinafter called "CITY"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a Texas corporation, acting by and through **REPRESENTATIVE**; its duly authorized Principal (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with the **CONN PUMP STATION REHABILITATION PROJECT**

NOW, THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

II. PROJECT

In this Agreement, the "PROJECT" means the engineering design of the **CONN PUMP STATION REHABILITATION PROJECT** in accordance with the Public Works Design Manual, applicable CITY codes, regulations and standards.

III. BASIC AGREEMENT

ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

IV. SCOPE OF ENGINEER'S SERVICES

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto

and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

V. SPECIAL ENGINEERING SERVICES

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

VI. ADDITIONAL ENGINEERING SERVICES

Additional Engineering Services are defined in Exhibit D: "Additional Engineering Services", attached hereto and made a part of this Agreement. No Additional Engineering Services are authorized unless authorization for specified additional services are provided to ENGINEER by CITY in writing and approved by CITY.

VII. SCOPE OF CITY SERVICES

The City will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the City", attached hereto and made a part of this Agreement.

VIII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV and Section V above shall not exceed **Three-Hundred, Twenty-Nine Thousand, Zero Dollars (\$329,000)**.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.
- D. CITY and ENGINEER understand that the variables in ENGINEER's cost of performance may fluctuate. The parties agree that any fluctuation in ENGINEER's costs will in no way alter ENGINEER's obligations under this Agreement nor excuse performance or delay on ENGINEER's part.

IX. OWNERSHIP OF DOCUMENTS

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

X. INDEMNITY

ENGINEER AND ITS SUBCONSULTANTS SHALL INDEMNIFY AND HOLD CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF ENGINEER OR ITS SUBCONSULTANTS, AND ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK AND IMPROVEMENTS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR, OR OMISSION IN THE PERFORMANCE OF ENGINEER'S PROFESSIONAL SERVICES OR IN THE PREPARATION OF EVALUATIONS, REPORTS, SURVEYS, DESIGNS, WORKING DRAWINGS, SPECIFICATIONS AND OTHER ENGINEERING DOCUMENTS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH; ENGINEER SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES OR ANY OF THEM ON ACCOUNT OF THE FOREGOING DESCRIBED NEGLIGENT ACTS, ERRORS OR OMISSIONS, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAYBE INCURRED BY OR RENDERED AGAINST CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES OR ANY OF THEM, IN CONNECTION WITH THE FOREGOING DESCRIBED NEGLIGENT ACTS, ERRORS, OR OMISSIONS; PROVIDED AND EXCEPT HOWEVER, THAT THIS INDEMNIFICATION PROVISION SHALL NOT BE CONSTRUED AS REQUIRING ENGINEER TO INDEMNIFY OR HOLD CITY OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGES, LIABILITY OR EXPENSE, ON ACCOUNT OF DAMAGE TO PROPERTY OR INJURIES TO PERSONS CAUSED BY DEFECTS OR DEFICIENCIES IN DESIGN CRITERIA AND INFORMATION FURNISHED TO ENGINEER BY CITY, OR ANY SIGNIFICANT DEVIATION IN CONSTRUCTION FROM ENGINEER'S DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS.

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents. Approval by CITY shall not

be deemed to be an assumption of such responsibility and liability by CITY for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the evaluations, reports, surveys, designs, working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subconsultants, it being the intent of the parties that approval by CITY signifies CITY's approval of only the general design concept of the improvements to be constructed.

XI. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided:

A. Worker's Compensation Insurance:

Statutory requirements (\$ 300,000 minimum)

B. Comprehensive General Liability and Bodily Injury:

Bodily Injury	\$ 500,000 per person, or \$ 1,000,000 per occurrence; and
Property Damage	\$ 100,000 each occurrence; or
Combined Single Limit	\$ 1,000,000 aggregate

C. Comprehensive Automobile Liability:

Bodily Injury	\$ 500,000 per person, or \$ 1,000,000 per occurrence; and
Property Damage	\$ 100,000 each occurrence; or
Combined Single Limit	\$ 1,000,000 aggregate

D. Professional Liability:
Errors and Omissions \$ 1,000,000

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

XII. ARBITRATION

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

XIII. TERMINATION AND SUSPENSION

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.
- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VIII: "Compensation" hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.

XIV. SUCCESSORS AND ASSIGNS

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the 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 CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

XV. AUTHORIZATION, PROGRESS, AND COMPLETION

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

It is understood that this Agreement contemplates the full and complete Engineering services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for services to provide complete services necessary for the successful completion of this PROJECT.

XVI. SUBCONTRACTS

ENGINEER shall be entitled, only if approved by CITY, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

XVII. RIGHT TO AUDIT

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct

audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that CITY shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. CITY shall give subconsultant reasonable advance notice of intended audits.

XVIII. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Project Schedule
Exhibit "B"	Basic Engineering Services
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	Services to be provided by the City
Exhibit "F"	Compensation
Exhibit "G"	Form 1295

XIX. MISCELLANEOUS

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.
- B. Legal Expenses. In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the prevailing party in any litigation between the parties to this agreement shall be entitled to reasonable attorney fees.
- C. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

KIMLEY-HORN AND ASSOCIATES, Inc.

Attn: Chris Igo P.E.

801 Cherry St, Suite 1300

Fort Worth, Texas 76102

If to CITY:

City of North Richland Hills

Attn: Caroline Waggoner, PE, CFM

Public Works & Engineering Department

4301 City Point Drive

North Richland Hills, Texas 76180

With Copies to the City Manager and City Attorney at the same address.

- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the CITY and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between CITY and ENGINEER, its officers, agents, employees and subconsultants; and the doctrine of respondent superior has no application as between CITY and ENGINEER.
- E. Venue. This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Tarrant County, Texas.
- F. Entire Agreement. This Agreement represents the entire agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.
- G. Severability. If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including but not limited to personal financial interests, direct or indirect, in property abutting the PROJECT and business relationships with abutting property owners. ENGINEER further warrants that it will make disclosure in writing

of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under this Agreement.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2020.

CITY OF NORTH RICHLAND HILLS
(CITY)

KIMLEY-HORN AND ASSOCIATES,
INC.
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: _____
Glenn A. Gary P.E.,
Senior Vice President

Date: _____

Date: _____

ATTEST:

ATTEST:

Alicia Richardson, City Secretary

Notary Public in and for the State of Texas

APPROVED TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

Type or Print Notary's Name

My Commission Expires:

CITY SEAL

CORPORATE SEAL

EXHIBIT A

**PROJECT SCHEDULE
FOR
CONN PUMP STATION REHABILITATION PROJECT**

PROJECT SCHEDULE

The Scope of Services for this PROJECT is based on the following schedule:

Activity	Due Date
Notice To Proceed from City	March 17, 2020
Submit Conceptual Design	April 23, 2020
Receive City Review Comments	April 28, 2020
Submit Preliminary 60% Plans	May 28, 2020
Receive City Review Comments	June 3, 2020
Submit 95% Plans	September 3, 2020
Receive Final City Review Comments	September 10, 2020
Submit Final Plans for Bid	September 21, 2020
Advertise for Construction Bids	September 22, 2020
Open Construction Bids	October 26, 2020
Begin Construction	December 8, 2020

Note: Due dates shown are submittal dates of task activities listed.

EXHIBIT B

**BASIC ENGINEERING SERVICES
FOR
CONN PUMP STATION REHABILITATION PROJECT**

The scope of work for BASIC Engineering Services involves Design Management, Conceptual, Preliminary and Final Design, Project Plans, Specifications and Estimates on pump station rehabilitation services.

I. DESIGN MANAGEMENT

A. Project Management

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. Twenty (20) months are assumed (design through construction).
 - c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
 - a. Prepare for and attend kickoff meeting.
 - b. Prepare for and attend up to three (3) monthly design review meetings meeting.
 - c. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to FOUR (4) subconsultant agreements.

II. CONCEPTUAL DESIGN

A. Existing Use Evaluation

1. Review City's Water System Master Plan and receive pertinent operational data from City's SCADA for Conn Pump Station and other stations as necessary.
2. Verify pressure divide and City's operational procedures of south pressure zone
3. Perform site visit with electrical, architectural, and mechanical subconsultants
4. Coordinate temporary pressure recorder data logger installation with City and review pump station operation and available SACADA data, including tank levels.
5. Verify any restrictions to the property or access
6. Recommend revised demand projections (if any) related to pump selection and confirm projections with City.

B. Hydraulic Analysis

1. For all of the items below, up to two (2) concepts will be analyzed:
 - a. Select split-case pumps and rated capacity of pump curves in accordance with demand projections.
 - b. Develop suction header sizing and schematic layout.
 - c. Develop discharge header sizing and schematic layout.
 - d. Size pump control or check valves.
 - e. Develop pump station piping schematic.
 - f. Coordinate with subconsultants to develop design recommendations for pump station.
2. Engineer will promptly notify City if discovered during Hydraulic Analysis that the existing building configuration will not meet the City's pump station operational preferences.

C. Deliverables

1. Opinion of probable cost (OPCC), conceptual schematic layout of proposed improvements, and pump curves, for the most resilient option and will be provided in .PDF format to City via e-mail for review and comment.

D. Review Meeting

1. Meet with City to receive comments on conceptual schematic options and preferred alternative.

E. Assumptions

1. Current assumptions for proposed pump options are as follows:
 - a. Three (3) – 200 hp pumps
 - b. Four (4) – 150 hp pumps
 - c. Engineer assumes that the pump station should be kept in service during construction for as long as possible, with minimal service disruption.

III. PRELIMINARY DESIGN

1. Coordinate with subconsultants after receiving comments on conceptual layout.
2. Recommend electrical, architectural and mechanical improvements to accompany pump piping recommendations.
3. The following items will be evaluated and included in the Preliminary Design Plans:
 - a. Preliminary site plan and pump station layout.
 - b. Perform preliminary site grading and drainage plan/calculations.
 - c. Yard Piping

- d. Pumps – Split case pump selection (up to three (3) manufacturers'), and associated building layout.
 - e. Pump control valves – including sizing, type of valves and additional characteristics.
 - f. Control Narrative – operational narrative of the pumps for normal, low flow and peak operations.
 - g. SCADA System – RTU on-site, and connection to existing SCADA system via existing antenna.
 - h. Pump motor control center and starter options (VFD's and/or soft starters are preferred but will only be considered if space allows).
 - i. City architectural requirements (if required during permitting) and City design preferences (exterior paint colors, screening options).
 - j. Building lighting modifications.
 - k. Building HVAC modifications to accommodate new electrical improvements.
4. Disinfection boosting is not to be included as part of this scope of services.

A. Deliverables

- 1. Submit four (4) hard copies and one .PDF digital copy of Preliminary Engineering Plans along with a specification outline to City for review and comment.

B. Meetings

- 1. Attend one (1) meeting with City to kick-off preliminary design.
- 2. Attend one (1) meeting with City to present and review the preliminary plans.

C. Assumptions

- 1. Pump station site appears to lie within the FEMA 100-year floodplain. Additional flooding/drainage analysis or mitigation methods will be considered an additional service.
- 2. Portions of the site paving/parking lot and the screening wall are to be removed/replaced to allow better access to electrical room.

IV. FINAL DESIGN

- 1. Site Visits – Up to one (1) site visits will be performed during final design.
- 2. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering phase:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes Sheet
 - d. Civil Plans
 - Paving and Dimensional Control

- Demolition Plan
- Yard Piping
- Site Grading / Drainage Details
- Erosion Control Plan
- Erosion Control Details
- Drainage Area Map / Drainage Area Calculation Sheet
 - a. (Not including channel analysis)
- Pump Station Mechanical Plan
- Pump Station Sections
- Water Line Profiles
- Water Details / City Standard Details
- e. Architectural Sheets
 - Floor Plans of the existing Pump Station building
 - Exterior Elevations (at modified openings)
 - Wall Sections and Details at new openings and penetrations
 - Room and Door Schedules
 - Roof Plan and Details associated with the new exhaust fan
- f. Structural Sheets (assumes building modifications only to accommodate new penetrations for pipes, louvers, exhaust fans, and electrical conduit. No new structures to be designed.)
 - Notes and Details
 - Section Details and Elevations
 - Wall Section and Details
- g. Electrical Sheets
 - Electrical Site Plan
 - One Line Diagram
 - Control Schematics
 - Schedules
 - Instrumentation Block Diagram
 - Floor Plan
 - Lighting Floor and Cable Tray Plan
 - HVAC Electrical Plan
 - SCADA System Diagram

- SCADA Panel (assumes utilization of existing SCADA system, RTU, and PLC)
 - Electrical Details
- h. Mechanical
- Mechanical HVAC Plan and Details
 - Mechanical HVAC Schedule and Details
3. Preparation of specifications and construction contract documents:
- a. Specifications will include technical specifications for materials and installation of the proposed improvements. The Contract Documents will be based upon the City's standard construction contract documents for public work construction. The ENGINEER will prepare special technical specifications for items either not covered by the City of North Richland Hills Standards, or where the City Standards need to be modified to meet the requirements of the project.
4. Storm Water Pollution Prevention Plan (SWPPP)
- a. Prepare the erosion control plan required for the project for use by the Contractor during construction.
- b. Contractor will be responsible for filing the SWPPP with appropriate regulatory agencies.
5. Bidding Construction Contract Documents
- a. Incorporate City comments from final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
- b. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

A. Deliverables

1. Final Design Submittal (95%)
- a. Submit four (4) copies to the City for review and comment.
- b. Submittal shall include the following:
- i. Final design drawings
 - ii. Final design project manual
 - iii. Opinion of probable construction cost
2. Construction Contract Documents Submittal
- a. Submit two (2) copies and electronic (.pdf) documents to the City for bidding.
- b. Submittal shall include the following:

- i. Bid drawings
- ii. Bid project manual

B. Meetings

1. One (1) meeting with City to review Final Design Submittal.

V. BIDDING ASSISTANCE

A. Bid Phase Services

1. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
2. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
3. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to eight (8) sets to City for execution.

VI. CONSTRUCTION PHASE

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to three (3) times during construction to perform construction observation. Twelve (12) months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.

- c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

3. Recommendations with Respect to Defective Work

- a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Construction Progress Meetings

- a. Conduct progress meetings with City and Contractor to assist with administration of the construction. Meetings are anticipated to be conducted on-site and in conjunction with Site Visits associated with observation of construction.

5. Clarifications and Interpretations

- a. Issue necessary clarifications and interpretations of the Contract Documents to City for up to eight (8) clarifications/interpretations as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

6. Change Orders

- a. Recommend change orders to City, as appropriate.
- b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7. Shop Drawings and Samples

- a. Review and approve, or take other appropriate action, for up to twenty (20), in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

8. Substitutes and "or-equal"

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

9. Inspections and Tests

- a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

10. Disagreements between City and Contractor

- a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

11. Pump Performance Test

- a. Complete pump performance tests to examine current flow and head conditions, motor ampere draw, vibration, and pump cavitation. The following performance evaluation data will be provided with the assessment:
 - a) Overall efficiency
 - b) Pump output flow
 - c) Total dynamic head
 - d) Pump curve
 - e) Electrical horsepower
 - f) Water horsepower
 - g) Motor current consumption
 - h) Motor power factor
 - i) Motor voltages

- j) Overserved discharge flows
- k) Real time operating data
- l) Surge graphs

12. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

C. Record Drawings

- 1. Obtain and review comments and field changes on the construction plans from City and Contractor.
- 2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. (1) hardcopy full-size (22"x34")
 - b. PDF electronic copy

EXHIBIT C

**SPECIAL ENGINEERING SERVICES
FOR
CONN PUMP STATION REHABILITATION PROJECT**

The scope of work for SPECIAL Engineering Services involves Surveys (Design) and Permitting. The scope of work for the Special Engineering Services is more generally described as follows:

I. SURVEY

A. Design Survey

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of North Richland Hills to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
 - a. The limits of the survey shall encompass the pump station site, a portion of Conn Drive and the drainage channel.
 - b. Establish up to two (2) horizontal control points based on the City Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
 - c. Establish a vertical control benchmark circuit tied to the City benchmark system, specific for this project.
 - d. Perform a field survey to identify and locate all existing topographic elements within the site including, but not limited to, the following:
 - i. Property pins
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - iii. Driveways
 - iv. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - v. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - vi. Signs (excluding temporary signs)
 - vii. Trees, 6-inch caliper and up
 - viii. Fence limits and material types
 - ix. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Conn Dr
 - b) Drainage channel

- c) locations, and all above ground appurtenances.
- d) Field sketches of utility manholes and structures.
- e) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

II. PERMITTING ASSISTANCE

1. Submit plans to appropriate regulatory agencies: City, Oncor, TCEQ, and TDLR/TAS/ADA for review.
2. The City will be responsible for administration of obtaining building permits for the City of North Richland Hills.
3. Assumes up to 35 hours for permitting assistance.

EXHIBIT D

**ADDITIONAL ENGINEERING SERVICES
FOR
CONN PUMP STATION REHABILITATION PROJECT**

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction RFI's, Shop Drawings, and Sample Review and Comments
- Detailed surge analysis or water modeling
- Generator design and any new structure or building design
- Sidewalk design or additional Traffic Control Plan Details
- Design of any offsite drainage improvements or floodplain analysis/mitigation beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Negotiation of easements or property acquisition including temporary right-of-entries.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management, inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Subsurface Utility Engineering (SUE)
- Any services not listed in the Scope of Services

EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY FOR CONN PUMP STATION REHABILITATION PROJECT

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT and/or other local utility companies.
- V.** Provide standard details and specifications in digital format.
- VI.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, when required.
- VII.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.
- VIII.** Provide information regarding adjacent drainage channel and flooding history events
- IX.** Provide equipment/personnel to locate waterlines within the pump station site

EXHIBIT F
COMPENSATION
FOR
CONN PUMP STATION REHABILITATION PROJECT

I. COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the Design and Construction Phases of the work and additionally for Special Engineering Services and/or Additional Engineering Services that are in addition to the Basic Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

A. Compensation for the Basic Engineering Services (Design, Bid and Construction phases)

Task 1 – Design Project Management (LS)	\$16,300
Task 2 – Conceptual Design (LS)	\$36,100
Task 3 – Preliminary Design (LS)	\$57,500
Task 4 – Final Design (LS)	\$134,400
<u>Task 5 – Bidding Services (LS)</u>	<u>\$14,700</u>
Total Lump Sum Fee (Basic Services):	\$259,000
<u>Task 6 – Construction Phase (Hourly)</u>	<u>\$55,000</u>
Total Hourly Fee (Basic Services):	\$55,000

B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:

<u>Task 1 – Survey (LS)</u>	<u>\$9,000</u>
Total Lump Sum Fee (Special Services):	\$9,000
<u>Task 2 – Permitting (Hourly)</u>	<u>\$6,000</u>
Total Hourly Fee (Special Services):	\$6,000

Total Lump Sum Fee:	\$268,000
<u>Total Hourly Fee:</u>	<u>\$61,000</u>

Total Compensation not to exceed: \$329,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

For hourly tasks, labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services, and should include the invoice number and Kimley-Horn project number.

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

II. AUDIT AND SCOPE CHANGE

Cost budgets are set forth above and are subject to the audit provisions of this Agreement, Section XVII: "Right to Audit". It is also understood that the cost budgets are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services. As the PROJECT progresses, it is possible that the level of effort and/or scope may differ up or down from that assumed. If there are no scope changes, the ENGINEER shall receive the full amount of lump sum and unit price fees, regardless of the cost. If at any time it appears that the cost budget may be exceeded, the ENGINEER shall notify the CITY as soon as possible in writing.

If there is a scope change, the ENGINEER shall notify the CITY as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the cost budget, fee schedule, and total budget will be adjusted accordingly.

CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the cost budget. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the CITY has notified the ENGINEER in writing that the total budget for Engineering Services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for Engineering Services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the CITY if the ENGINEER is authorized to perform any Additional Engineering Service(s).

III. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Once approved, the CITY agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services").

Upon completion of services enumerated in Exhibit B: "Scope of Basic Engineering Services", the final payment of any balance will be due upon receipt of the final invoice.

EXHIBIT G

FORM 1295

FOR

CONN PUMP STATION REHABILITATION PROJECT

[Form 1295 is submitted as the following page]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-595486

Date Filed:
03/04/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of North Richland Hills, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Conn Pump Station Rehabilitation
Provide Design services for the Conn Pump Station Rehabilitation Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	
	Atz, John	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Sarah Meza, and my date of birth is 05/14/1981.

My address is 13455 Noel Road, Dallas, TX, 75240, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 4th day of March, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)