

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
GARVER, LLC.**

I.

This Agreement is executed by and between the **CITY OF NORTH RICHLAND HILLS, TX**, a municipal corporation located in Tarrant County, Texas, acting by and through Mark Hindman, its duly authorized City Manager (hereinafter called "CITY"), and **GARVER, LLC**, a Texas corporation, acting by and through **Randall McIntyre**; its duly authorized Principal (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with the **Big Fossil 24" Interceptor 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 **Big Fossil 24" Interceptor 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. Subject to Section IV below, 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. ENGINEER may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

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 **One hundred ninety thousand seven hundred fourteen dollars (\$190,714.00) ("Contract Price")**.
- 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 for the CITY under this Agreement, which are in final form, 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; provided however, any and all underlying intellectual property, if any (unless provided by CITY), shall remain the property of ENGINEER such that ENGINEER may continue to perform its business in the normal course. Upon payment in full, ENGINEER shall grant CITY an irrevocable, non-exclusive, royalty-free license to use the same for the purposes contemplated under 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 TANGIBLE PROPERTY AND BODILY 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 per claim

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled without thirty (30) days prior written notice to CITY. ENGINEER shall provide thirty (30) days prior notice to CITY of material modification or reduction of insurance coverage.

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 for services performed 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 reasonable control. Where impacts occur, ENGINEER shall have the right to request an equitable adjustment to the Project Schedule during the course of the PROJECT, if such impacts to the schedule are caused by

events beyond ENGINEER'S reasonable control. Any such equitable adjustment provided under this section shall be subject to formal 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:

Garver, LLC
Attn: Paul Banschbach, P.E.
500 West 7th St., Suite 1729
Fort Worth, Texas 76109

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.
CITY is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Public Information Act; however, prior to the disclosure of any information provided under this Agreement, which is marked as confidential, CITY will advise ENGINEER such that ENGINEER can contest the need for release of the same in accordance with applicable law.
- I. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, ENGINEER'S (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS, COLLECTIVELY REFERRED TO AS "ENGINEER") TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL NOT EXCEED THE CONTRACT PRICE ,UNLESS SUCH

LOSS, DAMAGE OR CLAIM, IS CAUSED BY ENGINEER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

- J. Consequential Damages Waiver. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

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)

GARVER, LLC
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: _____
Randall McIntyre, 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
BIG FOSSIL 24" INTERCEPTOR PROJECT

PROJECT SCHEDULE

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

Activity	Calendar Days
Survey	60 days from NTP
Letter of Recommendation	45 days from NTP
Preliminary Design (60%)	60 days from receipt of survey
Final Design (100%)	45 days from approval of Preliminary Design
Issued for Bid Documents	15 days from approval of Final Design

EXHIBIT B

**BASIC ENGINEERING SERVICES
FOR
BIG FOSSIL 24" INTERCEPTOR PROJECT**

Generally, the scope of services includes design and construction administration for the rehabilitation or replacement of approximately 2,400 linear feet of 24-inch wastewater main and the associated manholes. ENGINEER will evaluate rehabilitation of the main and recommend design path forward. Preliminary (60%) and final (100%) plans, specs, and opinions of probable construction cost will be provided. ENGINEER will support project bidding and provide construction administration services for the duration of construction of the recommended improvements.

1. General Items and Meetings

- 1.1. Kick-off Meeting – Conduct one (1) meeting with the CITY to confirm the goals, schedule, and deliverables for the project. Meeting minutes will be prepared and distributed by ENGINEER.
- 1.2. Invoicing - Prepare and submit up to twelve (12) monthly invoices in the format acceptable to the CITY. Invoices will include monthly progress reports
- 1.3. Project Schedule – Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- 1.4. Pre-Design Site Visit – Perform initial site visit to determine location and site conditions for the planned improvements.
- 1.5. City of North Richland Hills Record Research – Coordinate with the City staff to obtain all available record drawings and electronic files for existing utilities along the project corridor.
- 1.6. Record Research – Research all existing, city and franchise, utilities along the route. Coordinate with agencies to obtain record drawings.
- 1.7. Team Management and Document Control – Manage all efforts of the project team, individual team members, and sub-consultants and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.
- 1.8. Quality Control - At the major milestones a Principal or Senior Engineer will conduct a review of the design. The QA/QC review will follow the Engineer's guidelines and procedures that have been established to assure the application of industry design practices. General quality control measures will be implemented throughout the execution of the project.

2. Stakeholder Coordination and Permit Identification

During this project it is assumed that ENGINEER will be required to update, support the CITY with coordination, and meet with various stakeholders regarding this project. Stakeholders may include City of Fort Worth, Williams, Enterprise Products, Total Gas & Power, and Birdville ISD (BISD).

- 2.1. Birdville ISD – This task includes supporting coordination with BISD throughout the design phase. CITY will initiate and lead all coordination with BISD.
- 2.2. City of Fort Worth – This task includes general coordination with the City of Fort Worth throughout the design phase in addition to one (1) design coordination meeting with the City to discuss construction impacts to their adjacent wastewater facilities. CITY will be present at all meetings with City of Fort Worth. Meeting minutes will be prepared and distributed by ENGINEER.
- 2.3. Williams, Enterprise, Total Gas & Power – This task includes general coordination with the referenced entities throughout the design phase to discuss construction impacts to their adjacent facilities.
- 2.4. Miscellaneous Stakeholder Coordination – identify and perform general coordination with remaining stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

3. Conceptual Design

ENGINEER will perform the subtasks below as part of the conceptual design:

- 3.1. 24-Inch CIPP Feasibility Analysis – Review existing CITY provided CCTV data and record drawings to determine the feasibility of CIPP lining, including staging and bypass pumping needs, and determine if additional inspection data is needed. Included in this task is an evaluation of the existing ROW/easements and what additional easements or staging area may be needed. It is assumed that the existing capacity is adequate for the existing flows.
- 3.2. Manhole Rehabilitation vs. Replacement Analysis – Review manhole condition assessment data to determine the feasibility of rehabilitation and the benefits and limitations of doing so if rehabilitating the 24-Inch interceptor by CIPP. Also included in this task is an impact analysis of new manhole installation.
- 3.3. Develop Letter of Recommendation – ENGINEER will summarize the methodology and results of all evaluations/analyses for the proposed improvements in a letter of recommendation. An electronic draft of the letter will be submitted to the CITY for review and approval.
- 3.4. Conceptual OPCC – ENGINEER will develop a conceptual level cost estimate (AACE Class 4) using recently bid local projects as well as direct coordination with manufacturers and vendors. This OPCC will be included in the letter of recommendation for each of the two design alternatives. This cost estimate will have a 40% contingency associated with it.

4. Preliminary Design Plans – 60%

Once ENGINEER receives written approval on the letter of recommendation presented to the CITY, ENGINEER will begin developing 60% plans for the selected design alternative. The preliminary design phase will represent approximately 60% of final construction contract plans and specifications. This task includes the following:

- 4.1. 60% Gravity Interceptor Plans – Prepare alignment plan and profile drawings (1":20') scale for the proposed gravity interceptor improvements. These plans will be to a 60% level and will include proposed pipeline and manhole locations, property ownership and easement needs, trenchless construction identified, and spacing to existing infrastructure. It is estimated that 5 plan and profile sheets will be developed as part of this submittal. A coversheet, location map, project control sheet, easement layout sheets with property owner information, and standard detail sheets will be provided. No other construction notes, details, traffic control plans, etc. will be provided as part of this submittal.
- 4.2. 60% Gravity Interceptor Specifications – Utilize the CITY's standard documents as a base for developing the project's front-end documents. The front-end documents shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the CITY to competitively bid the work. Jointly agreed-to requirements of the CITY's standard front-end documents will be incorporated in the Supplementary Conditions as necessary. CITY's standard General Conditions shall be utilized with edits being provided by the Supplementary Conditions. Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this Agreement. ENGINEER will prepare technical specifications for the completion of the work described herein.
- 4.3. Preliminary OPCC – ENGINEER will develop a conceptual level cost estimate (AACE Class 3) using recently bid local projects as well as direct coordination with manufacturers and vendors for significant systems of equipment. This cost estimate will have a 30% contingency associated with it.

The following will be submitted to the CITY, or others as indicated, by ENGINEER:

1. Two (2) full size (22"x34") copies and a digital copy in PDF format of the Preliminary Design plans.
2. Two (2) copies and a digital copy in PDF format of the Preliminary Design specifications.
3. Estimates of probable construction cost

5. Final Design Plans – 100%

During the final design phase of the project, ENGINEER will conduct final designs to prepare construction plans and specifications, including final construction details and quantities, special provisions, and opinions of probable construction cost. The final design phase is anticipated to have one major submittal only:

- 5.1. 100% Gravity Interceptor Plans – Finalize plan and profile drawings and all associated notes, details, etc. for project construction. The Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) and Traffic Control Plans with appropriate regulatory agencies.
- 5.2. 100% Gravity Interceptor Specifications – Finalize front-end contract documents and all associated technical specifications necessary for project construction.

- 5.3. Final OPCC – ENGINEER will develop a construction level cost estimate (AACE Class 2) using recently bid local projects as well as direct coordination with manufacturers and vendors for significant systems of equipment. This cost estimate will have a 10% contingency associated with it.
- 5.4. Regulatory Review – ENGINEER will coordinate submittal of the 100% complete documents to TCEQ for regulatory compliance review and comments. ENGINEER will coordinate and develop responses to regulatory review comments as directed by CITY.

The following will be submitted to the CITY, or others as indicated, by ENGINEER:

1. Three (3) full size (22"x34") copies and a digital copy in PDF format of the Final Design plans.
2. Three (3) copies and a digital copy in PDF format of the Final Design specifications.
3. Estimates of probable construction cost.
4. One (1) half size (11"x17") copy of the Final Design Plans and one copy of the Final Design Specifications to TCEQ.

EXHIBIT C

**SPECIAL ENGINEERING SERVICES
FOR
BIG FOSSIL 24" INTERCEPTOR PROJECT**

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

6. Surveys

- 6.1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and tied into the City of North Richland Hills GPS network. The vertical values will be based on City of North Richland Hills benchmarks.
- 6.2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and existing easements within the project area.
- 6.3. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.
- 6.4. Design survey of a 40 foot width (20 feet each side) of the existing 24" alignment to include pavement edges, curb and gutter, driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.
- 6.5. Survey the locations and flowlines of the sanitary sewer manholes along the 12" North Richland Hills interceptor and the 48" City of Fort Worth interceptor as shown on the attached exhibit.
- 6.6. Provide a digital design survey drawing in AutoCAD (.dwg) format showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.

7. Subsurface Utility Engineering

- 7.1. Level B SUE – Perform Quality Level "B" SUE for approximately 2,500 linear feet along the project limits. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Quality Level "B" SUE will not be performed on the existing 12-Inch and 48-Inch interceptors adjacent to the 24-Inch Big Fossil Interceptor. Designated lines will be surveyed and included in a survey base file.

EXHIBIT D

ADDITIONAL ENGINEERING SERVICES FOR BIG FOSSIL 24" INTERCEPTOR PROJECT

8. Bidding Services

The bidding period for bidders is anticipated to extend for a 30-day duration. During the bidding period phase of the project, ENGINEER will:

- 8.1. Incorporate final CITY and TCEQ comments and prepare issued for bid plans and specifications.
- 8.2. Support the contract documents by preparing up to two (2) addenda
- 8.3. Prepare conformed documents (one full size set delivered to CITY).

If the bid phase extends beyond the anticipated 30 days, an additional Amendment will be necessary to extend these services.

9. Construction Administration Services

During the construction phase of work, ENGINEER will accomplish the following:

- 9.1. Attend one preconstruction meeting.
- 9.2. Evaluate and respond up to five (5) construction material submittals and shop drawings. Up to one resubmittal of each construction material submittal or shop drawings is included in this scope of work. Resubmittals beyond one for each will be considered extra work. Additional submittal and shop drawing reviews will be considered Extra Work. Corrections or comments made by ENGINEER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. ENGINEER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, ENGINEER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 9.3. Issue up to five (5) instructions to the Contractor on behalf of the CITY and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. If ENGINEER is requested to respond to additional RFIs, it will be considered Extra Work.
- 9.4. CITY will review payment requests.

9.5. Prepare and furnish record drawings based on contractor redlines.

The proposed fee for Construction Phase Services is based on a 180-calendar-day construction contract performance time for each construction package. If the construction time extends beyond the time established in this agreement, and the CITY wants ENGINEER to continue the applicable Construction Phase Services, the CITY will pay ENGINEER an additional fee agreed to by the CITY and ENGINEER.

10. Easements

10.1. Prepare documents for up to three (3) easement acquisitions. Easement documents will be signed and sealed by a Registered Professional Land Surveyor.

11. Pipeline Cleaning and Inspection

11.1. Conduct a diagnostic evaluation utilizing certified NASSCO technicians, CCTV and/or manned entry inspection of the existing 24-Inch interceptor and associated manholes. This diagnostic evaluation will comprise of depth of flow in pipe, identification of pipeline corrosion and debris, and high-resolution video imaging of problem areas in the pipeline, and PACP and MACP reporting. This task includes cleaning of the pipeline prior to inspection.

11.2. Conduct a diagnostic evaluation utilizing certified NASSCO technicians, CCTV and/or manned entry inspection of the existing 12-Inch interceptor and associated manholes. This diagnostic evaluation will comprise of depth of flow in pipe, identification of pipeline corrosion and debris, and high-resolution video imaging of problem areas in the pipeline, and PACP and MACP reporting. This task includes cleaning of the pipeline prior to inspection.

Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the CITY's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Land or easement acquisition support.
- D. Future flow projections or demand modeling. The CITY will provide anticipated flow projections for ENGINEER's use.
- E. Design of any utilities other than what is described herein.
- F. Retaining walls or other significant structural design.
- G. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- H. USACE Permitting.
- I. Odor control.
- J. Extra Work will be as directed by the CITY in writing for an addition fee as agreed upon by the CITY and ENGINEER.

- K. Storm water pollution prevention design.
- L. Traffic control design.
- M. Posting issued for bid plans to a plan room
- N. Attendance at bid opening
- O. Construction Progress Meetings
- P. Final Walkthrough and Inspection
- Q. Bidding services outside of described herein
- R. Construction administration services outside of those listed herein

EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY FOR BIG FOSSIL 24" INTERCEPTOR 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.

EXHIBIT F
COMPENSATION
FOR
BIG FOSSIL 24" INTERCEPTOR 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 shall be completed for a lump sum not to exceed fee of **\$136,804.00**.
- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:

Design Surveys: Lump Sum Fee of **\$6,988.00**

Subsurface Utility Engineering: Lump Sum Fee of **\$9,350.00**

- C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

Bidding Services: Hourly NTE Fee of **\$10,480.00**

Construction Administration Services: Hourly NTE Fee of **\$13,492.00**

Easements: By Each Fee of **\$2,400.00 (\$800.00 per easement)**

Pipeline Cleaning and Inspection: By Each Fee of **\$11,200.00**

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses to be paid at the then current per diem rates published by the General Services Administration.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

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 within thirty (30) days of 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

BIG FOSSIL 24" INTERCEPTOR PROJECT

[Form 1295 is submitted as the following page]