

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
LEE ENGINEERING**

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 **LEE ENGINEERING**, 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 **NORTHEAST PARKWAY INTERSECTION 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 **NORTHEAST PARKWAY INTERSECTION 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 **PROJECT COST (\$99,770.00)**.
- 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

A. PROFESSIONAL SERVICES CLAIM. THE CONSULTANT SHALL INDEMNIFY AND HOLD THE OWNER AND THE OWNER'S OFFICERS, DIRECTORS, MEMBERS, AND EMPLOYEES HARMLESS FROM AND AGAINST DAMAGES, LOSSES AND JUDGMENTS ARISING FROM CLAIMS BY THIRD PARTIES, BUT ONLY TO THE EXTENT THEY ARE CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CONSULTANT, ITS EMPLOYEES AND ITS CONSULTANTS, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LEGALLY LIABLE, IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY ANY INDEMNITEE IN ANY MANNER WHATSOEVER FOR THE INDEMNITEE'S OWN NEGLIGENCE.

B. NON-PROFESSIONAL SERVICES CLAIM. THE CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER AND THE OWNER'S OFFICERS, DIRECTORS, MEMBERS, AND EMPLOYEES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, COST, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, EXPERT AND CONSULTANT FEES TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT AND THOSE OF ITS SUBCONSULTANTS OR ANYONE FOR WHOM THE CONSULTANT IS LEGALLY LIABLE. THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY OR DEFEND ANY INDEMNITEE IN ANY MANNER WHATSOEVER FOR THE INDEMNITEE'S OWN NEGLIGENCE.

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:

Lee Engineering
Attn: Dharmesh M. Shah, P.E., PTOE
3030 LBJ Freeway, Ste. 1660
Dallas, TX 75234

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)

LEE ENGINEERING
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: _____
Dharmesh M. Shah, Vice President

Date: _____

Date: _____

ATTEST:

ATTEST:

Alicia Richardson, City Secretary
Texas

Notary Public in and for the State of

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
NORTHEAST PARKWAY INTERSECTION 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 23, 2020 |
| Submit DRAFT TIA and Traffic Signal Warrant for City review | May 4, 2020 |
| Receive City Review Comments | May 18, 2020 |
| Submit TIA and Traffic Signal Warrant to City for submittal to TxDOT | May 25, 2020 |
| Begin SUE and Survey Services | May 25, 2020 |
| Receive TxDOT Review Comments | June 25, 2020 |
| Completion of SUE and Survey Services | June 25, 2020 |
| Resubmit TIA and Traffic Signal Warrant to City for Submittal to TxDOT (if necessary) | July 2, 2020 |
| Receive TxDOT Approval | July 31, 2020 |
| Submit 60% Plans to City | August 7, 2020 |
| Receive City Review Comments to 60% Plans | August 21, 2020 |
| Resubmit 60% Plans to City for submittal to TxDOT | August 28, 2020 |
| Receive TxDOT 60% Review Comments | September 28, 2020 |

| | |
|--|--------------------------|
| Submit 90% Plans to City for submittal to TxDOT | November 9, 2020 |
| Receive TxDOT 90% Review Comments | December 14, 2020 |
| Submit Final (100%) Plans to City for submittal To TxDOT | January 12, 2021 |
| Receive TxDOT approval of Final (100%) Plans | February 12, 2021 |
| Advertise for Construction Bids | February 23, 2021 |
| Open Construction Bids | March 23, 2021 |
| Begin Construction | April 20, 2021 |

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

EXHIBIT B

**BASIC ENGINEERING SERVICES
FOR
NORTHEAST PARKWAY INTERSECTION PROJECT**

The scope of work for BASIC Engineering Services involves Conceptual, Preliminary and Final Design, Project Plans, Specifications and Estimates for intersection and traffic signal design.

I. Traffic Impact Analysis

Task 1.1 - Confirm Study Area and Scope

Based on discussions with NRH and TxDOT Fort Worth District's TIA guidelines, the study area for the proposed development has been assumed to include the following three (3) intersections within ½ mile radius of the site:

- 1) Odell Street@ Davis Boulevard (FM 1938)
- 2) Northeast Parkway@ Davis Boulevard (FM 1938)
- 3) Main Street@ Davis Boulevard (FM 1938)

We will confirm with the City of North Richland Hills project features such as site layout, number of students, hours of operation, and proposed roadway improvements and develop an understanding of the development schedule. This study will include the evaluation of operating conditions of this elementary school under Opening-Day (2021) conditions assuming maximum enrollment (650 students). A Horizon Year condition (5 years after Opening-Day with Maximum Enrollment) will also be evaluated to meet TxDOT Fort Worth TIA guidelines.

Task 1.2 - Data Collection

LEE will collect weekday AM and School PM peak hour turning movement volumes at the two (2) existing intersections of Odell Street and Main Street with Davis Boulevard (FM 1938). For use in the TIA and the traffic signal warrant study (Task 2), 24-hour weekday turning movement counts will be collected at the Northeast Parkway and Davis Boulevard (FM 1938) intersection . Any projected and historic traffic volumes for the area roadways will also be obtained, if available.

LEE will also visit the study area and confirm existing roadway configurations, speed limits, land uses in the area and sight distance for the future roadway connection to

Davis Boulevard (FM 1938). We will discuss and confirm any planned roadway improvements in the area with the City and/or TxDOT.

Task 1.3 - Site Traffic

Using the proposed site data, LEE will estimate the number of trips that will be generated by the proposed elementary school during the AM, School PM and PM peak hours and on a daily basis using the latest edition of ITE's *Trip Generation Manual*.

Based on the existing traffic patterns, existing and proposed roadways, available student attendance boundary, school busing information and proposed site layout, LEE will estimate the percentage of site traffic that will approach the elementary school from each cardinal direction. We will then develop a directional distribution figure illustrating approach and departure paths for the proposed elementary school. LEE will use this directional distribution to assign the AM and School PM peak hour site generated traffic to the proposed study area roadways and intersections at Opening-Day of the proposed elementary school.

Task 1.4 - Non-Site Traffic

LEE will review planned developments in the area and will also review historic and projected traffic volume data for the study area roadways. Based on this review, we will determine an estimated growth rate of traffic in the area to estimate non-site traffic volumes for the area roadways under Opening-Day and Horizon Year conditions.

Task 1.5 - Total Traffic

Based on the work performed in previous tasks, LEE will prepare AM and School PM peak hour total traffic assignments for the study area intersections under Opening-Day and Horizon Year conditions. This will be accomplished by adding the site and projected non-site peak hour traffic volumes.

Task 1.6 -Traffic Analyses

LEE will conduct capacity analyses for the AM and School PM peak hours based on the work performed in previous tasks at the study intersections under existing, Opening-Day (non-site and total) and Horizon Year (non-site and total) conditions. Additional analyses (deceleration lanes, driveway spacing and intersection sight distance) will also be performed for the proposed public street intersection on Davis Boulevard (FM 1938). The work in this Task will help determine what intersection lane configurations and storage lengths will be required to accommodate the site traffic volumes, as well as any other necessary on-site improvements as a result of the proposed development.

Queue analyses will also be performed for the proposed elementary school to determine if sufficient on-site storage is provided to accommodate the projected enrollment. As a result of this analysis, any on-site modifications to circulation or pick-up/ drop-off operation will be identified.

Task 1.7 - Documentation

LEE will produce a draft report documenting the study procedures and results for your review. We will incorporate editorial and minor content changes as requested and produce a final report. After incorporating any review comments, we will provide an electronic version and up to five (5) copies of the final report.

II. Traffic Signal Warrant Study

LEE will perform a traffic signal warrant study for the intersection of Northeast Parkway at Davis Boulevard (FM 1938) as identified by the work items listed below:

- As part of Task 1.2 above:
 - LEE will visit the intersection to observe posted speed limits, existing intersection lane configurations, existing traffic control, intersection and stopping sight distance, and any other features of the intersection that may impact the evaluation of traffic signal warrants.
 - LEE will collect 24-hour weekday turning movement volumes at this intersection.
- Using the information from Task 1, traffic volumes generated as a result of the new Smithfield Elementary School and the new roadway connecting

Smithfield Road and Davis Boulevard (FM 1938) will be added to projected background traffic volumes under Opening-Day (2021) conditions of the elementary school.

- LEE will collect any available crash data at the intersection from the City of North Richland Hills for the last three (3) year period.
- LEE will evaluate the warrants for the installation of a traffic signal presented in the latest edition of the *Texas Manual on Uniform Traffic Control Devices*, under both existing and Opening-Day (2021) conditions .
- LEE will present the results of this traffic signal warrant study in a report for submittal to TxDOT.

III. Traffic Signal Design

Task 3.1- Traffic Signal Installation Plans

Lee Engineering will follow the work items below in preparing design plans, specifications, and cost estimate data for the installation of a traffic signal at the intersection of Northeast Parkway and Davis Boulevard (FM 1938) in North Richland Hills (as a four-leg intersection) :

- LEE will gather all available data from the City of North Richland Hills on the configuration of the existing and future intersection and utilities in the area (electronic format). This data will include a survey file, existing and proposed roadway (paving) file, existing and proposed right-of-way, and utility files. Based on the information provided by the City of North Richland Hills, we will develop a traffic signal base map for the intersection.
- If SUE or additional survey is needed to provide the traffic signal design, this will be discussed with City of North Richland Hills staff and provided by our subconsultants as additional services (Task 4).
- We will discuss with TxDOT and City of North Richland Hills staff any design issues, design standards, the letting procedures, and the construction process for the modification of the traffic signal. For this proposal, we have assumed letting by City of North Richland Hills.
- We will visit the project intersection to photograph key intersection features and confirm dimensions of the base map.

- We will prepare a preliminary plan set (60%), utilizing City and/or TxDOT design standards, for review. These plans will include a signal layout that shows pole locations, conduit runs and wiring data, signal phasing, vehicle detection, and existing equipment to remain in place. The plan set will also include general notes and applicable City and/or TxDOT details and standard sheets.
- Upon review of the preliminary plan set, we will incorporate any comments and prepare all necessary plan sheets for installation of the proposed traffic signal. These plan sheets will include a signal layout sheet, phasing sheet and wiring data, applicable City and/or TxDOT detail sheets, and standard sheets. A Draft Final (90%) set of all plan sheets will be submitted for final review.
- Upon review and approval, we will incorporate any necessary changes and produce a Final signed and sealed plan set for submittal.
- LEE will develop the initial signal timing parameters for the proposed operation of the traffic signal. We will also obtain existing signal timing information for the traffic signals to the south on Davis Boulevard (FM 1938) at Main Street and Mid-Cities Boulevard to develop initial coordinated timings for the proposed Davis Boulevard (FM 1938) and Northeast Parkway traffic signal.
- LEE will prepare required technical specifications and cost estimate data for the signal modification. We will identify and gather all applicable City and/or TxDOT standard and special specifications required for the signal modification. Quantity estimates for all applicable bid items will be tabulated along with up-to-date unit costs. A draft set of specifications and cost estimate data will be submitted to the City. Upon review, we will incorporate necessary changes and produce final specifications and estimate data.
- LEE will utilize the City of North Richland Hills standard contract documents in assembling the required contract documents for the bidding and letting of the traffic signal construction project. The contract documents will include all applicable standard documents from the City, bid sheets, and technical specifications related to the project. A draft will be submitted for review by the City. Upon approval, the Consultant will submit signed and sealed bound sets of the contract documents.

EXHIBIT C
SPECIAL ENGINEERING SERVICES
FOR
NORTHEAST PARKWAY INTERSECTION PROJECT

No special services for this project.

EXHIBIT D
ADDITIONAL ENGINEERING SERVICES
FOR
NORTHEAST PARKWAY INTERSECTION PROJECT

Task 4.1 (Survey)

If needed for both the traffic signal design and the southbound right turn deceleration lane or the traffic signal design only, this Task will be performed by our Survey subconsultant, Gorrondona & Associates. The proposed scope, schedule and fee are provided as an attachment to this proposal. As part of this effort, right of entry to property west of Davis Boulevard (FM 1938), owned by the City of North Richland Hills, will be coordinated with and provided by the City of North Richland Hills.

Task 4.2 (SUE)

If needed for the traffic signal design and the southbound right turn deceleration lane or the traffic signal design only, this Task will be performed by our SUE subconsultant, KMCE, Inc. The proposed scope, schedule and fee are provided as an attachment to this proposal. As part of this effort, right of entry to property west of Davis Boulevard (FM 1938), owned by the City of North Richland Hills, will be coordinated with and provided by the City of North Richland Hills.

Task 4.3 (Southbound Right Turn Deceleration lane Design)

The services outlined below include the preparation of design plans, specifications and cost estimate data for the installation of a southbound right turn deceleration lane, if necessary, on Davis Boulevard (FM 1938) at the Northeast Parkway intersection.

Task 4.3.1- Preliminary Design Plans

- 4.3.1.1 Design - The Consultant shall prepare and submit four (4) sets of Preliminary Design Plans (60%) for City and TxDOT review on 11" x 17" sheets. At the time of submittal of the Preliminary Design Plans, any supporting studies and/or calculations shall be submitted for review by the

City and TxDOT. Preliminary Design Plans must be approved by the City and TxDOT prior to the Consultant commencing with the preparation of Final Design Plans.

Preliminary Design Plans shall include, at a minimum, the following information:

- Coversheet and Index
- Existing and Proposed Typical Sections
- Drainage Map and Summary of Existing Structures
- Paving Plan and Profile Sheets
- Paving Cross Sections
- Right-of-Way Dimensions
- Existing Utilities
- Pavement Marking and Signing plans

Paving design will include the following:

- Installation of a southbound right turn deceleration lane on Davis Boulevard (FM 1938) at Northeast Parkway
- Concrete paving section in accordance with TxDOT requirements
- Right turn lane width and alignment designed to avoid existing utilities as necessary
- TxDOT criteria for right turn deceleration lane length to be met

The City of North Richland Hills shall provide the following to facilitate plan production:

- As-Built drawings for Davis Boulevard (FM 1938) including existing typical sections, drainage design and structures, paving plan and profile sheets, paving cross sections, and right-of-way plans
- Geotechnical Report and findings
- Known utility contacts and facilities within the proposed construction area

4.3.1.2 Construction Estimate -At the time of submittal of the Preliminary Design Plans, the Consultant shall prepare an estimate of construction quantities and develop a preliminary statement of probable construction cost.

4.3.1.3 Utility Coordination - Upon approval of the Preliminary Design Plans, the Consultant shall supply Preliminary Design Plans, in both hard copy and pdf format, for the Project to all utility companies or other entities that

have facilities within the limits of the Project. The Consultant will identify potential conflict points based on field survey results.

Task 4.3.2 - Final Design Plans

4.3.2.1 Design - Upon approval of the Preliminary Design Plans, the Consultant shall prepare Final Design/ Construction Plans (90%). Final Design Plans shall be consistent with the content and format of the Preliminary Design Plans and, in addition, shall include the following:

- General Notes
- Paving & Drainage Summary Sheets
- Intersection Geometric Details
- Storm Water Pollution Prevention Plan/ Erosion Control Sheet
- Final Earthwork Quantities
- Traffic Control plans
- Details and Standards

4.3.2.2 Specifications will be developed in accordance with TxDOT and City of North Richland Hills criteria.

4.3.2.3 Construction Estimate - The Consultant shall develop and submit a final estimate of construction cost.

4.3.2.4 Contract Documents -The Consultant will utilize the City of North Richland Hills's standard contract documents in assembling the required contract documents for the bidding and letting of the project, as part of the contract documents for the traffic signal design. The contract documents will include all applicable standard documents from the City, bid sheets, and technical specifications related to the job. A draft will be submitted to the City as part of the 90% plans for review.

4.3.2.5 TxDOT Permit - The Consultant will assemble final plans and provide four (4) copies of the plan sets for submittal to the City of North Richland Hills and TxDOT. The City will prepare and submit the permit application to TxDOT. Consultant will modify the plans as needed to incorporate TxDOT's comments and resubmit to the City. The City will resubmit the plans to TxDOT with a cover letter.

4.3.2.6 Final Signed & Sealed Plans - Upon approval of the 90% complete plans by the City and TxDOT, the Consultant will prepare and submit five (5) copies of the Final (100%) signed and sealed plans and contract documents to the City.

4.3.2.7 Utility Coordination - Upon completion of the Final Design/ Construction Plans, the Consultant shall distribute any changes from the Preliminary Design Plans for the Project to all utility companies or other entities that have facilities within the limits of the Project.

Task 4.4 (Construction Engineering)

LEE will assist in the signal and/or southbound right turn deceleration lane construction by being available to answer any questions the City, TxDOT or Contractor may have during the construction of the traffic signal and/or southbound right turn deceleration lane. This task will include, but is not limited to, the following items and assumes up to four (4) meetings/site visits:

- Pre-bid meeting
- Bidding services including bid opening, bid tabulation and award letter
- Preconstruction meeting
- Answer signal and/or right turn deceleration lane construction related questions from the City or contractor during construction
- Review shop drawings as needed
- Prepare record drawings based on red lines provided by the contractor.

EXHIBIT E

**SERVICES TO BE PROVIDED BY THE CITY
FOR
NORTHEAST PARKWAY INTERSECTION 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
NORTHEAST PARKWAY INTERSECTION 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 Phase) shall be completed for a lump sum fee of **\$33,300**.
- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows: **None**.
- C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:
 - Design Surveys: Lump Sum Fee of **\$7,150.00**
 - SUE: Maximum not-to-exceed fee of **\$7,320.00**
 - Southbound Right Turn Deceleration Lane Design: Lump Sum Fee of **\$45,000.00**
 - Construction Phase Services: Hourly not-to-exceed Fee of **\$5,000**
 - Other Meetings/Additional Services: Hourly not-to-exceed Fee of **\$2,000**

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of **1.1**.

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

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).

II. 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

NORTHEAST PARKWAY INTERSECTION PROJECT

[Form 1295 is submitted as the following page]