

**AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN THE  
CITY OF NORTH RICHLAND HILLS  
AND  
BAIRD, HAMPTON & BROWN, 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 **BAIRD, HAMPTON & BROWN, INC.**, a Texas corporation, acting by and through \_\_\_\_\_; its duly authorized Principal (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **GLENVIEW DRIVE EAST PROJECT (FLORY TO BOULEVARD 26)**.

**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 **GLENVIEW DRIVE EAST PROJECT (FLORY TO BOULEVARD 26)** 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 SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY DOLLARS AND 60/100 CENTS (\$377,840.60)**.
- 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:

Baird, Hampton & Brown, Inc.  
Attn: Austin Baird, P.E.  
3801 William D. Tate, Ste. 500  
Grapevine, TX 76051

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)

BAIRD, HAMPTON AND BROWN  
(ENGINEER)

By: \_\_\_\_\_  
Mark Hindman, City Manager

By: \_\_\_\_\_  
Konstantine Bakintas, Principal

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  
GLENVIEW DRIVE EAST PROJECT**

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

Activity	Duration (Calendar Days)	Anticipated Date
Notice to Proceed		7/28/2020
Survey	43	9/9/2020
Concept Design Package	35	10/14/2020
Preliminary Design Package	63	12/16/2020
Final Design (90%) Package	43	1/28/2021
Final Design (100%) Package	28	2/25/2021
Right-of-Way/Easement Acquisition	160	8/4/2021
Advertise for Construction	6	8/10/2021
Bid Opening	14	8/24/2021
Begin Construction	27	9/20/2021

**EXHIBIT B**

**BASIC ENGINEERING SERVICES  
FOR  
GLENVIEW DRIVE EAST PROJECT**

Generally, the scope of services includes preparing construction plans, specifications, estimates, bid phase support and construction period services for the reconstruction of Glenview Drive from Flory Street eastward to State Highway 26 containing approximately 2,750 linear feet of roadway improvement. The project also provides for reconstruction of existing public water, sanitary sewer and storm drain infrastructure within the project limits.

**TASK 1. DESIGN MANAGEMENT.**

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

**1.1. Managing the Team**

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

**1.2. Communications and Reporting**

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct and document monthly project update meetings with CITY Project Manager
- Conduct review meetings with the CITY at the end of each design phase
- Conduct and document monthly design team meetings.
- Prepare invoices, in accordance with Attachment B to this Standard Agreement and submit monthly in the format requested by the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates with a schedule narrative monthly.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design

- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the ENGINEER or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.

## **ASSUMPTIONS**

- 18 Monthly Update/Coordination Meetings w/Project Manager
- 18 Internal Design Team Meetings
- 18 Monthly Progress Reports

## **DELIVERABLES**

- A. Meeting summaries with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Baseline design schedule
- E. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes

## **TASK 2. CONCEPTUAL DESIGN (30 PERCENT).**

The Conceptual Design shall be submitted to CITY per the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current CITY standards and Mater Thoroughfare Plan and Roadway Rightsizing Plan for conceptual planning and design including conceptual roadway corridor. Also included in this scope of work is the conceptual design of the water, sanitary sewer and storm drainage improvements within the project limits.

ENGINEER will develop the conceptual design of the infrastructure as follows.

### **2.1. Data Collection**

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including utilities, agencies (TxDOT and railroads), City Master Plans, and property ownership as available from the Tax Assessor's office.

### **2.2 Bridge Assessment**

- We are not anticipating the replacement of the existing Mackie Creek bridge; however we are anticipating the need for modifications to the structure to accommodate the reconstructed roadway with pedestrian improvements. So, we are including a visual observation the existing Mackey Creek Bridge by the design team to assess the condition of the structure. The observation will include the general condition of the structure, identify cracking, spalling, concrete erosion, and other readily identifiable deficiencies. As well as an assessment of the limitations and construction requirements should it be identified that repairs or modifications to the structure will be required to accommodate the roadway and pedestrian improvements proposed with this project.

### 2.3 The Conceptual Design Package shall include the following:

- Conceptual cover and index of sheets including project limits, area location map and beginning and end station limits.
- Existing typical sections of the roadway to be constructed along with proposed typical sections which outline the proposed improvements. Typical sections shall include existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, sidewalks, and retaining walls.
- Conceptual plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, existing and proposed ROW, existing and proposed easements, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, city owned and franchise utilities.
- Pre and post condition Drainage area map with supporting drainage computation in the CITY's standard tabular format.
- Conceptual storm drainage system layout identifying extents of the storm system expansion including locations of proposed inlets, junction structures and outfall locations within the project limits.
- Conceptual water system improvements layout within the project limits. This effort includes the layout of approximately 2,750 LF of 8" and 12" water main reconstruction with appurtenances.
- Conceptual sanitary sewer system improvements within the project limits. This effort includes the layout of approximately 2,750 LF of 8" and 10" sanitary sewer main reconstruction with appurtenances and structures.
- Conceptual traffic control plan including construction signage and phasing as well as conceptual pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices
- Completed variance request forms
- QAQC checklists
- Transmittal letter including a summary of conflicts and know troublesome areas to be further addressed in subsequent plan sets

## 2.4 Project Decision Log

- The ENGINEER shall prepare a project decision log identifying resolutions to previously identified conflicts and design challenges.

## 2.5 Construction Opinion

- The ENGINEER shall prepare an opinion of probable construction cost and submit this opinion to the CITY.

### **ASSUMPTIONS**

- 2   sets of   22x34   size hard copy plans will be delivered for the 30% design.
- 2   sets of   11x17   size hard copy plans will be delivered for the 30% design.
- PDF files created from design CAD drawings will be digitally submitted to the City.
- ENGINEER shall not proceed with Preliminary Design activities without written approval by the CITY of the Conceptual Design Package.
- 1   Concept Design Review Meeting w/ City Staff

### **DELIVERABLES**

- A. Bridge Assessment Memorandum
- B. Conceptual Design Package (hard copy and pdf format)

## **TASK 3. PRELIMINARY DESIGN (60 PERCENT).**

Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

### 3.1. Development of Preliminary Design Drawings and Specifications shall include the following:

- Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:200. The following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
- Updated existing and proposed typical section sheets.
- Updated roadway plan and profile sheets displaying station and coordinate data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all vertical

profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required.

- Updated roadway cross section sheets displaying existing and proposed grades, pavement section, sidewalks and top of curb elevations.
- No less than two benchmarks plan/profile sheet.
- Bearings given on all proposed centerlines, or baselines.
- Station equations relating utilities to paving, when appropriate.
- Overall project easement layout sheet(s).
- Intersection layout sheets including ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, lane dimensions and arrows, and existing and proposed contours (0.25' intervals).
- Preliminary roadway details to include curbs, curb expansion joints, driveways, sidewalks, and pavement details.
- Preliminary bridge modifications to accommodate the revised roadway section and pedestrian routes including modifications the curbs, drainage and railing systems will be provided along with preliminary details.
- Preliminary signing, pavement marking layouts.
- Traffic Control Plan updated to reflect any changes as a result of the conceptual design submittal while also including all construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- Preliminary erosion control plan and details.
- ENGINEER will delineate the watershed based on contour data and field verification and document existing street, right-of-way and storm drain capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available 2-foot contour data with the contours labeled. Data source and year will be provided by the CITY. Calculations regarding street and right-of-way capacities and design discharges (5-year, 25-year and 100-year frequencies) at selected critical locations will be provided. Other frequencies as required by City Drainage Manual may be appropriate for outfalls and sensitive locations. Capacities of existing storm drain will be calculated and shown. Design shall conform to CITY criteria delineated in the CITY's *current Drainage Criteria Manual*. All locations in the project area where 100-year runoff exceeds available storm drain and right-of-way capacities shall be clearly identified. The ENGINEER's responsibility includes recommendations for improvements of the existing system as deemed reasonable and consistent with CITY standards.
- Storm drain plan and profile sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping. Storm drain profiles shall include existing and proposed flow lines, flows, flow velocities, 25-year and 100-yr HGL, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.

- Preliminary water plans for the reconstruction of approximately 2,750 LF of 8" and 12" water main with appurtenances including modifications to existing infrastructure at locations where conflicts have been identified with the proposed roadway, storm drain, sanitary sewer or other utilities and address CITY comments.
- Preliminary sanitary sewer plans for the reconstruction of approximately 2,750 LF of 8" and 10" sanitary sewer mains with appurtenances and structures including modifications to existing infrastructure at locations where conflicts have been identified with the proposed roadway, storm drain, water or other utilities and address CITY comments.

### 3.2 Public Meeting

- After the preliminary plans have been reviewed and approved by the CITY, the ENGINEER shall prepare project exhibits, and attend a public meeting with the CITY to help explain the proposed project to residents. The ENGINEER shall coordinate with the CITY staff to identify affected property owners/residents and develop a spreadsheet listing addresses of those to invite to the public meeting.

### 3.3 Utility Clearance

- The ENGINEER will consult with the CITY's Transportation and Public Works Department, Water Department, and other CITY departments, public utilities, private utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

### 3.4 Project Decision Log

- The ENGINEER shall prepare a project decision log identifying resolutions to previously identified conflicts and design challenges.

### 3.5 Construction Opinion

- The ENGINEER shall prepare an opinion of probable construction cost and submit this opinion to the CITY.

## ASSUMPTIONS

- 2   sets of   22 x 34   size hard copy plans will be delivered for the 60% design.
- 2   sets of   11 x 17   size hard copy plans will be delivered for the 60% design.
- 1   sets of hard copy specifications will be delivered for the 60% design.
- PDF files created from design CAD drawings will be uploaded to the City
- All submitted documents and checklists will be uploaded to the City.
- The ENGINEER shall provide technical specifications as needed.
- 0   sets of full size hard copy drawings will be delivered for Utility Clearance.
- 1   Preliminary Design Review Meeting with City Staff



- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

## **DELIVERABLES**

- A. Preliminary Design drawings and technical specifications (hard copy and pdf format)
- B. Estimates of probable construction cost
- C. Public Meeting Exhibits, affected property owners spreadsheet
- D. Completed variance request forms
- E. QA/QC Checklist

## **TASK 4. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).**

### **4.1 90% Construction Plans**

- Upon approval of the Preliminary plans, ENGINEER will prepare final draft construction plans (90%) and technical specifications shall be submitted to CITY per the approved Project Schedule.

### **4.2 100% Construction Plans**

- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.

### **4.3 Public Meeting**

- After the final plans have been reviewed and approved by the CITY, the ENGINEER shall prepare project exhibits, and attend a public meeting with the CITY to help explain the proposed project to residents. The ENGINEER shall coordinate with the CITY staff to identify affected property owners/residents and develop a spreadsheet listing addresses of those to invite to the public meeting.

## **ASSUMPTIONS**

- 2 sets of 22 x 34 size hard copy plans will be delivered for the 90% design.
- 2 sets of 11 x 17 size hard copy plans will be delivered for the 90% design.
- 1 sets of hard copy specifications will be delivered for the 90% design.
- A PDF file for the 90% Design will be created from design CAD drawings and will be uploaded to the City.
- 1 Final Design Review meeting and site visit with City Staff
- 4 sets of 22 x 34 size plans will be delivered for the 100% design.
- 4 sets of 11 x 17 size plans will be delivered for the 100% design.
- 2 sets of hard copy specifications will be delivered for the 100% design.

- A PDF file for the 100 % Design will be created from design CAD drawings and will be uploaded to theCity.

## **DELIVERABLES**

- A. 90% construction plans and technical specifications (hard copy and pdf).
- B. 100% construction plans and technical specifications (hard copy and pdf).
- C. Detailed estimates of probable construction costs including summaries of bid items and quantities using the CITY's standard bid items and format (hard copy of pdf).
- D. Public Meeting Exhibits, affected property owners spreadsheet

**EXHIBIT C**

**SPECIAL ENGINEERING SERVICES  
FOR  
GLENVIEW DRIVE EAST PROJECT**

The scope of work for SPECIAL Engineering Services involves Surveys (Design), and Geotechnical Analysis. The scope of work for the Special Engineering Services is more specifically described as follows:

**TASK 7. SURVEY AND GEOTECHNICAL ENGINEERING SERVICES.**

ENGINEER will provide survey support as follows.

**7.1. Topographic Design Survey**

- ENGINEER will perform field surveys, to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.
- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
  - The following information about each Control Point;
    - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
    - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
    - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
  - Manhole and inlet rims, flow lines and sketches for all sanitary sewer and storm drain structures in the same coordinate system, as the Control.
  - No less than two horizontal benchmarks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities, including streetlights, markings and signs, to paving when appropriate.

## 7.2. Property Owner Survey Notice Letter

- Prior to beginning the survey efforts for the project, the ENGINEER shall prepare property notification maps and letters with owner contact information based on current appraisal district data identifying all impacted landowners for city review and approval prior to mailing. Notifications shall be mailed 10 working days prior to beginning field surveying efforts.
- The documentation shall be provided in conformance with the City's criteria for property owner's notification.

## 7.3 Geotechnical Investigation/Pavement Design

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made. In addition to the above investigations, borings and appropriate field and laboratory analysis will be made at reasonable intervals along the project alignment for the Contractor's use in determining soil conditions for preparing bids and a Trench Safety Plan.
- 6 borings will be completed to depths of about 10 feet below grade at the new pavement locations. Please note that it is our intent to conducting all design phase geotechnical testing within the appropriate soil strata so that results are consistent with the final in-place conditions. However additional construction phase testing may be required to confirm final subgrade recommendation.
- 1 boring will be to a depth of about 25 feet below grade at the existing Mackey Creek Bridge will be completed should it determined during the conceptual design phase that modifications to the bridge will be required to accommodate the roadway reconstruction.
- Field personnel will complete the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D1587) and two-inch diameter standard split-spoon samplers (ASTM D1586), respectively. In addition, rock encountered will be evaluated by use of the Texas Department of Transportation cone penetration tests. Rock coring is not included in this scope of work. At the completion of drilling operations, bore holes will be backfilled and plugged with bentonite and plugged at the surface with concrete.
- A soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.
- Laboratory testing of the recovered materials will be required to perform engineering analysis and prepare recommendations for the proposed improvements. The laboratory testing will include the following:

<u>Test Type</u>	<u>Test Count</u>
➤ Moisture Content (ASTM D2216).....	6
➤ Atterberg Limits (ASTM D4318) .....	6
➤ Unconfined Compressive Strength of Soil (ASTM D2166) .....	6

➤ Unit Weight .....	6
➤ Free Swell Tests (ASTM D4546) .....	6
➤ Eades and Grim Lime Series Tests.....	6
➤ Soluble Sulfate Tests (Tex 145-E) .....	6

Testing will be in accordance with ASTM or TxDOT procedures. The specific types and quantities of tests will be determined based on subsurface conditions encountered in the borings.

- The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with the analyses of the results and recommendations. The report will address:
  - general soil and groundwater conditions;
  - comments on excavatability of materials;
  - guidelines for pavement subgrade stabilization;
  - pavement thickness calculations using City of North Richland Hills Paving Design Standards;
  - earthwork recommendations;
  - construction considerations related to soil and groundwater conditions at the borings.
- The ENGINEER shall prepare a detailed geotechnical engineering study and pavement design in conformance with the *City of North Richland Hills Pavement Design Criteria*. Should the study deem that the City standard pavement structure will result in a lifecycle of less than 50 years additional recommendations will be included to prolong the expected life of the pavement. The study shall include recommendations regarding utility trenching and identify existing groundwater elevation at each boring.

## ASSUMPTIONS

- Utility research and record drawings will be provided by the City.
- Franchise utility locates will be limited to One-Call designation services and excludes subsurface location services. Surveying services related to franchise utilities will include field surveying of all readily available surface improvements including pin flags and paint markings provided by One-Call and City services.

## DELIVERABLES

- A. Copies of field survey data and notes signed and sealed by a licensed surveyor.
- B. Drawing of the project layout with dimensions and coordinate list.
- C. Temporary Right of Entry location maps, owner contact list and Letters
- D. Geotechnical Report (hard copy and pdf format).

## **TASK 8. ROW/EASEMENT SERVICES.**

ENGINEER will support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY's Project Manager.

### **8.1. Right-of-Way Research**

- The ENGINEER shall determine rights-of-way and easements needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.
- Based upon preliminary research it appears that the existing Right-of-Way is inconsistent and typically narrower than the current master thoroughfare plan recommendation of width for the roadway classification and reconstruction needs. And as such it appears that a significant number of dedications and easements maybe required.

### **8.2 Right-of-Way/Easement Preparation and Submittal.**

- The Engineer shall prepare a Right-of-Way strip map of the project limits identifying the existing right-of-way with ownership information and proposed right-of-way and easement requirements of the project.
- The ENGINEER shall prepare Metes and Bounds with corresponding exhibits to be used by City staff to obtain right-of-way and permanent easements and/or temporary construction easements required to construct the improvements.
- The metes and bounds with corresponding exhibits shall be provided in conformance with the checklists and templates.

## **ASSUMPTIONS**

- Right-of-Way research includes review of property/right-of-way records based on current internet based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). Also included in this task is plat, right-of-way dedications and easement research that can be readily found based through current property filings with the City and Tarrant County. Please note that this effort does not include comprehensive chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

## **DELIVERABLES**

- A. Right-of-Way Strip Map
- B. 30 Right-of-Way/Easement Documents for right-of-way, permanent easement and or temporary construction easement acquisition

## EXHIBIT D

### ADDITIONAL ENGINEERING SERVICES FOR GLENVIEW DRIVE EAST PROJECT

#### TASK 5. BID PHASE SERVICES.

ENGINEER will support the bid phase of the project as needed on an hourly basis as follows.

##### 5.1. Bid Support

- Attend the prebid conference in support of the CITY.
- When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER will advise the CITY as to the acceptability of alternate materials and equipment proposed by bidders.
- Incorporate all addenda into the contract documents and issue conformed sets.
- Attend the bid opening in support of the CITY.
- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation and letter of recommendation of award will be provided to the CITY.

##### 5.2 Final Conformed Design Drawings

- Final conformed Contract Documents incorporating all addenda and other bid phase modifications shall be submitted as an **Adobe Acrobat PDF format (version 6.0 or higher)** file.

#### ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- 4 sets of 22 x 34 size hard copy plans (conformed, if applicable) will be delivered to the CITY.
- 4 sets of 11 x 17 size hard copy plans (conformed if applicable) will be delivered to the CITY.
- 4 sets of hard copy contract documents (conformed if applicable) will be delivered to the CITY.
- PDF files will be uploaded to the City.

#### DELIVERABLES

- A. Addenda
- B. Bid Tabulations
- C. Recommendation of Award

D. Construction documents (conformed, if applicable)

## **TASK 6. CONSTRUCTION PHASE SERVICES.**

ENGINEER will support the construction phase of the project as needed on an hourly basis as follows.

### **6.1 Construction Support**

- The ENGINEER shall attend the preconstruction conference.
- After the pre-construction public meeting, the ENGINEER shall provide project exhibits and attend public meeting with the CITY to help explain the proposed project to business owners and residents.
- The ENGINEER shall visit the project site at requested intervals as construction proceeds to observe and report on progress.
- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work.
- The ENGINEER shall attend the "Final" project walk through and assist with preparation of final punch list.

### **6.2 Record Drawings**

- The ENGINEER shall prepare record drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
  - As-Built Survey
  - Red-Line Markups from the Contractor
  - Red-Line Markups from City Inspector
  - Copies of Approved Change Orders
  - Approved Substitutions
- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following or similar disclaimer shall be included with the Record Drawing stamp:
  - These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.



- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage. The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY with the mylars.

### **ASSUMPTIONS**

- 4 site visits are assumed.
- 2 RFI's are assumed.

### **DELIVERABLES**

- A. Public meeting Exhibits, Invitations and Address Spreadsheet
- B. Response to Contractor's Request for Information
- D. Final Punch List items
- E. Record Drawings

### **TASK 9. PERMITTING.**

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows.

#### **9.2 Franchise Utility Coordination**

- Meet, negotiate, and coordinate to obtain approval of the agency issuing the agreement and/or permit
- Completing all forms/applications for the City.
- Submitting forms/applications for City.
- Submitting revised forms for agency review
- Responding to agency comments and requests.

#### **9.3 Texas Department of Licensing and Regulation (TDLR)**

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- Submit construction documents to the TDLR
- Completing all TDLR forms/applications necessary
- Obtain the Notice of Substantial Compliance from the TDLR
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
- Responding to agency comments and requests

## **ASSUMPTIONS**

- Permit preparation will begin after approval of the Preliminary (60%) Design.
- 1 meetings are assumed with TDLR for each permit.

## **DELIVERABLES**

- A. TDLR Construction documents approval letter

## **EXHIBIT E**

### **SERVICES TO BE PROVIDED BY THE CITY AND SERVICES NOT INCLUDED BY THE ENGINEER FOR GLENVIEW DRIVE EAST 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.

#### **SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES**

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 the 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 the following:

- I. Negotiation of easements, TROEs or property acquisition.
- II. Services related to development of the CITY's project financing and/or budget.
- III. Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- IV. Construction management and inspection services
- V. Performance of materials testing or specialty testing services.
- VI. Shop Drawing and related materials submittal review.
- VII. Change order preparation and review
- VIII. Services necessary due to the default of the Contractor.
- IX. Services related to damages caused by fire, flood, earthquake or other acts of God.
- X. Services related to warranty claims, enforcement and inspection after final completion.
- XI. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- XII. Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- XIII. Subsurface Utility Engineering services are not included in this scope of work.
- XIV. Storm Water Pollution Prevention Plan preparation is not included in this scope of work.
- XV. Parkland conversion services are not included in this scope of work
- XVI. Flood plain services

- XVII.** Environmental services including: wetlands delineation, wetlands mitigation, 404 permitting, threatened and endangered species assessment, archeological records review and cultural resources survey.
- XVIII.** Railroad permitting
- XIX.** TxDOT permit coordination.

**EXHIBIT F**  
**COMPENSATION**  
**FOR**  
**GLENVIEW DRIVE EAST 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 **\$256,250.00**

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

Design Surveys and Geotechnical Study: Lump Sum Fee of **\$36,395.60**

ROW Research: Lump Sum Fee of **\$9,700.00**

Easements: By Each Fee of **\$45,000.00 (\$1,500.00 per easement)**

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 **\$8,140.00**

Construction Administration Services: Hourly NTE Fee of **\$9,320.00**

Permitting: Hourly NTE Fee of **\$13,035.00**

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**  
**GLENVIEW DRIVE EAST PROJECT**

[Form 1295 is submitted as the following page]