

Office of Michael H. Barnes, P.E.

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council.
From: Michael Barnes, P.E., City Engineer
Date: August 25, 2014
Subject: TxDOT Green Ribbon 2014/2015 Project - Engineering Proposal

Council Action: Approve the engineering contract with Halff Associates for the design of the TxDOT Green Ribbon Landscape and Irrigation Contract in the amount not to exceed \$32,000.00.

Background Information: In 2013 the city was granted construction funding in the amount of \$250,000.00 to landscape and irrigate four large medians along Baker Blvd. (Hwy 183) from Labadie Dr. to Faith Creek Dr. This project is completed and in a one year maintenance phase of the contract. The city has recently been granted, and council accepted, another Green Ribbon Landscape and Irrigation Project in the amount of \$200,000.00 for the remaining medians (11) along Baker Blvd. to include additional landscaping at the east and west entrance monuments. This grant is a 100% construction grant by TxDOT but requires that the cities fund the cost for design.

Attached is a proposal from Halff Associates to design the landscape and irrigation phases for the TxDOT 2014/2015 Green Ribbon Project in the amount not to exceed \$32,000.00 which is approx. \$8,000.00 less than the allowable last year.

The fee is divided into Basic Services (\$27,000), Special Services (Construction Phase \$4,000.00), and Reimbursable Expenses (\$1,000.00).

Board/Citizen Input: NA

Financial Impact: Budget \$32,000.00 in the city's 2014/2015 annual budget.

Staff Contacts:

Michael Barnes, P.E., City Engineer
817-616-3835
mbarnes@richlandhills.com

Attachments: Halff Assoc. Design Proposal



August 22, 2014

1008-14-9459 PR16

City of Richland Hills
Michael Barnes, P.E.
City Engineer
6700 Rena Dr.
Richland Hills, Texas 76118

RE: Baker Blvd. Green Ribbon Project (Phase II) Landscape Design from Hwy 26 to Loop 820, Richland Hills, TX.

Dear Mr. Barnes:

Halff Associates Inc. is pleased to submit this Agreement and Scope of Services for the above referenced project. We are committed to assisting the City of Richland Hills continue their beautification efforts along Baker Boulevard as shown by our eagerness to help with the 2013 and 2014 Green Ribbon Grant Applications and diligent work on the Phase I Planting Design. We feel that the first phase of the project has been a great success. Our work is 2nd to none and with our staff of 11 TxDOT certified engineers, architects, and landscape architects, close working relationship with City staff and TxDOT, and ability to work under tight deadlines while meeting your budget goals, we are prepared to deliver the same level of service you have come to expect to ensure another successfully completed project.

To help facilitate timely bidding of the project we are available to start work immediately, and our working history with the City and TxDOT will help avoid any unforeseen project delays and cost overruns.

Per our understanding of the requirements, we propose the attached Scope of Services (Attachment 'A') for the design of the Baker Blvd. Green Ribbon Project Landscape Design (Phase II), the Proposed Schedule (Attachment 'B'), Proposed Basis of Compensation (Attachment 'C') and the Standard Form of Agreement (Attachment D).

We appreciate the opportunity to be of service and trust that our association on this Agreement is mutually beneficial. If this Agreement meets your expectations, please execute the Attachment 'D' Standard Form of Agreement, and return one (01) copy as a notification to proceed.

Please feel free to contact us if you have any questions or comments concerning this matter.

Sincerely,
HALFF ASSOCIATES, INC.

Lenny L. Hughes, RLA
Vice President



**ATTACHMENT A
SCOPE OF SERVICES
BAKER BLVD. GREEN RIBBON PROJECT (PHASE II)
LANDSCAPE DESIGN**

BASIC SERVICES

Purpose

The purpose of this project is to prepare Landscape and Irrigation Plans, Specifications, Cost Estimates and as required, Construction Administration for Phase II of the Baker Blvd. Green Ribbon Project from Hwy 26 to Loop 820 in Richland Hills, TX. This project will complete the median landscaping begun in 2014 as a part of Baker Boulevard Phase I. Funding for this project is through the 2014 TxDOT Transportation Enhancement Program Green Ribbon Projects as a joint venture between the City of Richland Hills and TxDOT. The anticipated construction budget for the project is \$200,000.00 and is fully funded by TxDOT. Plans and specifications will be designed in accordance with TxDOT specification and design standards and will be designed to meet the proposed budget.

A. Project Management and Meetings

Conduct a meeting with the City of Richland Hills (City) Staff to describe the purpose and importance of the proposed median enhancement.

Meetings: One (1) kick-off meeting.

B. Survey

1. Halff Associates will obtain all existing and/or proposed pavement and utility plans pertinent to the project. Halff Associates will obtain from the City existing topography information including, but not limited to, contours, property lines, pavement lines, buildings, etc. along the roadway alignment. We will create base files with all information obtained from the City.
2. Survey - Halff Associates will utilize NCTCOG LiDAR and existing background information as available. In areas of insufficient data Halff will provide horizontal topographical survey in areas where more detailed information is required. Halff will tie back of curbs, above ground utilities, trees and other above ground appurtenances. The tree survey shall be comprised of the survey, identification and sizing of trees pertinent to the area to be designed and/or impacted within the median.

C. Landscape Plans

Prepare three (03) review sets of 60%, 90% and Final Construction plans and specifications for Landscape and Irrigation Design. Landscape plans shall include planting plans for trees, shrubs, berming and grassing in the roadway median and around the City entry monument signs on the eastern and western limits of the roadway. Incorporate standard City planting details and notes on the plans.

The trees proposed in the plans will be selected from the City list of recommended trees and all selections will be submitted for approval as needed and will be designed in accordance with the City of Richland Hills standards.



Plans will be sealed by a Licensed Landscape Architect.

D. **Irrigation Plans**

Prepare irrigation plans for the watering of trees and grass proposed in the Landscape Planting plans. The plan will indicate a complete layout and design for an underground, automated irrigation system. The plan will show complete head to head coverage and proper zoning of the irrigation system to maximize efficient water use. Standard City details for the proper installation of major system components will be included on the plan. Halff Associates will coordinate pressure data requirements with the City Water Department, and use such data in the design of the irrigation systems. Pressure readings at the site, if required, will be made by the City.

The plans will be sealed by a Licensed Irrigator.

E. **Specifications**

Prepare TxDOT technical specifications for the tree plantings, grass and irrigation. Draft specifications will be submitted at all submittal stages in the project for review and comment by City staff and TxDOT.

F. **Cost Estimates**

Halff will prepare an estimate of probable construction cost for the City with the submittal of interim review plans and specifications. Cost estimates will include costs for landscape planting and the irrigation system components. Cost estimates will be submitted at a midpoint and at final progress points in the course of the project for review by City staff.

G. **Bidding Assistance**

We will prepare and print complete sets of final plans, specifications and contract documents and deliver a set of reproducible drawings to the City. Final plans are to include standard TxDOT pay item codes. The City will provide Halff with standard "boilerplate" contract documents for incorporation into the project manual and combination with the bid form and technical specifications. Documents will be distributed from Halff Associates' office.

H. **Record Drawings**

Final As-Recorded Drawings of Construction Plans as submitted by contractor mark-ups to be incorporated in CADD standard format. Drawings to consist of one (01) Auto CADD and one (01) PDF document on CD ROM format.

***SPECIAL SERVICES**

A. **Construction Administration**

Construction administration shall include a pre-bid meeting, pre-construction meeting, attendance of up to two (02) meetings during the work phase of construction (estimated construction time not to exceed 3 months), pay application review, review/approval of planting and irrigation submittals, and final walkthrough.



ADDITIONAL SERVICES

Additional services/meetings, not included in the Scope of Services, will be negotiated with the City of Richland Hills as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include.

1. Geotechnical consulting services (not requested);
2. Public Meetings;
3. Limited Construction Administration: Excludes Change Order submittal review/approval and TxDOT Pay Item review and confirmation;
4. Verification of utility locations;
5. As-built drawings (to be provided by contractor(s)) for submittal to the City/Halff Associates); Certification that the job is constructed according to plans and specifications, when accompanied by full-time construction observation. (not requested);
6. Construction staking;
7. Processing of City filing fees or impact fees for landscaping and irrigation;
8. Redesign of street improvements (concrete pavement, pavers, etc. adversely affected during construction);
9. Redesign requested by the City after 90% plan approval;
10. Review and approval of plant materials prior to or after installation;
11. Water pressure testing and associated costs;
12. Pump-based irrigation systems;
13. Paving design or median nosing design;
14. Preparation of Boundary plans or sketches for some or all of the properties;
15. Cost estimates for specific portions of the plan, beyond those included in this scope of services;
16. Exhibits illustrating specific improvements or detailed areas, such as major utility lines, detailed concept plans for specific parts of the development;
17. Zoning and PD development;
18. Animated visualizations of the property for marketing purposes;
19. Filing fees, permit fees and sales tax on surveys;
20. Environmental impact statements and assessments; and
21. Traffic engineering report or studies.

RESOURCES THE CITY OF RICHLAND HILLS WILL PROVIDE

As-built electronic files of Baker Blvd and areas around the City monument signs as available.

Baker Blvd. Construction Documents as available.

An electronic copy of the City of Richland Hills standard project specifications (Halff will confirm that these documents will suit this project).



**ATTACHMENT B
PROPOSED SCHEDULE
BAKER BLVD. GREEN RIBBON PROJECT (PHASE II)
LANDSCAPE DESIGN**

SCHEDULE

Plans and specifications will be submitted according to the following estimated schedule for completion, for review by the City prior to submittal of final documents. These will be submitted to the City of Richland Hills for review and internal distribution.

Percentage of Completion	Date of Submittal	Plan Review Sets
• Survey for Design	2.0 weeks	0
• 60% Plans w/Specifications and Estimate (Includes base map preparation)	4.0 weeks	3
• 90% Plans, Specifications and Estimate	3.0 weeks	3
• Final Plans, Specifications and Estimate	3.0 weeks	3

Note: the above schedule is for Halff Associates work effort only and does not include time required for review and approval by the City of Richland Hills and TxDOT. Designer and the Owner shall have working City review meetings with the proper design departments to review the plan sets. This will facilitate the completion of the drawings in a timely manner to meet the proposed Grant schedule.



**ATTACHMENT C
BASIS OF COMPENSATION
BAKER BLVD. GREEN RIBBON PROJECT (PHASE II)
LANDSCAPE DESIGN**

Halff Associates' fees for the scope of services outlined in Attachment 'A' are defined herein. These fees are based upon:

BASIC SERVICES FEES (Lump Sum)

A.	<i>Project management, meetings, and coordination (up to (2) meetings)</i>	\$ 2,500.00
B.	<i>Survey</i>	\$ 4,500.00
C.	<i>Landscape Design (+/- 1.5 miles) Basic Services Landscape, layout/design</i>	\$ 10,000.00
D.	<i>Irrigation Design (+/- 1.5 miles) Basic Services Irrigation Design, (including irrigation tree bubbler layout/design), CADD file setup and irrigation specifications.</i>	\$ 3,500.00
E.	<i>Specifications</i>	\$ 2,000.00
F.	<i>Bidding – Attend Pre-bid Meeting, Assist City in the bidding, distribution and collection of bid documents and pricing</i>	\$ 3,000.00
G.	<i>Cost Estimates</i>	\$ 500.00
H.	<i><u>Record Drawings (by contractor)</u></i>	<u>\$ 1,000.00</u>

Total Basic Services Fees **\$ 27,000.00**

SPECIAL SERVICES FEES (Hourly Basis with a not to exceed - *NOTE 1)

A.	<i><u>Construction Phase (3 months) Administration</u></i>	<u>\$ 4,000.00</u>
Total Special Services Fees		\$ 4,000.00

TOTAL LANDSCAPE AND IRRIGATION DESIGN **\$ 31,000.00**

A.	<i><u>Reimbursable Expenses (allowance)</u></i>	<u>\$ 1,000.00</u>
TOTAL		\$ 32,000.00



1201 N. Bowser
Richardson, Texas 75081
(214) 346-6200
Fax (214) 739-0095

BASIS FOR COMPENSATION

Halff Associates will perform the services outlined herein for a lump sum fee of \$32,000.00. (**Note 1 – Hourly work shall be billed on a time and materials basis with a 2.95 multiplier. No individual amounts shown above shall be exceeded without prior written approval from the City of Richland Hills*). Services will be billed monthly. Direct costs, including printing and reproduction, postage, messenger service, long distance telephone calls, and travel outside of the Dallas/Fort Worth metroplex, will be billed at 1.10 times the direct cost incurred. We estimate that reimbursable expenses will not exceed \$1,000.00. These costs include:

- Printing of plan and specification sets in addition to bid sets specified (e.g., interim review sets (quantity undetermined), etc.).
 - Plots - \$10.00/(24"x36") sheet + \$5.00 binding
 - Print copies - \$1.00/(24"x36") sheet + \$5.00 binding
 - Copies - \$0.10/(8.5"x11") sheet + \$5.00 binding
 - Faxes - \$1.00/sheet
 - CD file copy - \$20.00
- Courier or delivery service.
\$18.00 + mileage
- Postage.
\$0.46 + weight
- Mileage incurred (site visits, meetings, etc.)
\$0.565 per mile

Upon the execution of this agreement approval, we will begin work on the tasks outlined herein. If any payment due the Landscape Architect for services and expenses invoiced in accordance with this agreement is not received within 30 days after receipt of the Landscape Architect's statement of the amount due the Landscape Architect will be increased at the rate of 1.5 percent per month for each month beyond the 30-day period. In addition, the Landscape Architect may, after giving seven (7) days written notice, suspend services under this agreement until all amounts due have been paid in full. Furthermore, the Landscape Architect may withhold design drawings, documents, specifications, reports, or any other tangible items produced under the terms of this agreement until outstanding invoices related to those items are paid.

ADDITIONAL SERVICES

Additional Services, not included in the Scope of Services, will be negotiated with the City of Richland Hills as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Hourly rates are as follows:

Project Principal in Charge	\$205
Project Manager	\$130
Project Landscape Architect	\$ 95
Project Licensed Irrigator	\$105
Project Civil Engineer	\$135
Project CADD Technician	\$ 65

End of Scope of Work

September 2, 2014
5A - 9



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We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to the Owner, and trust that our association on this proposal is mutually beneficial. If this proposal meets with your approval, please execute Attachment 'D'. Return one (1) copy as notification to proceed, approval of the budget and agreement to fee schedule and basis of compensation. Please feel free to contact us if you have any questions or comments concerning this matter.

Sincerely,
HALFF ASSOCIATES, INC.

Lenny L. Hughes, RLA
Vice President



ATTACHMENT D

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF RICHLAND HILLS (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

I. SCOPE - Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by **CITY OF RICHLAND HILLS**, (hereinafter "Client"), shall constitute a binding Agreement on both parties. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

II. COMPENSATION - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY - Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification and Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee and at Engineer's sole discretion, Engineer may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CLIENT SERVICES - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS - Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess the drawings and instruments produced in

connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. With regard to all drawings and instruments, Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INDEMNIFICATION - Engineer agrees to indemnify and hold Client harmless from any actual damages, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall only indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties agree to indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards.

Client acknowledges that Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials and shall be indemnified and defended by Client for any and all claims arising out of the presence of hazardous materials or conditions except for those claims as determined by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

VII. INSURANCE - Engineer shall maintain during the life of the Agreement the following minimum insurance:

A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.

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- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

VIII. SUBCONTRACTS - Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

X. INTEGRATION - These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE - This Agreement shall be administered and interpreted under the laws of the State Texas. Exclusive venue shall lie in TARRANT County, Texas.

XII. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs and there also shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XIII. TERMINATION OF WORK - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of notice of termination, in accordance with the compensation provisions of this contract.

XIV. TAXES - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Should regulations, laws, rules or other requirements be promulgated following execution of this Agreement Client agrees to fully reimburse Engineer and its subconsultants for those taxes paid or assessed that were not enforceable as of the date of this Agreement. Notwithstanding the foregoing, it is expressly understood and agreed that this clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

XV. ALTERNATIVE DISPUTE RESOLUTION - Any conflicts or disputes that arise under or through this Agreement or following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise the parties agree that such meeting shall still be required but the institution of proceedings shall not be precluded for failure to meet this specific meeting requirement.

XVI. SEVERABILITY - Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. TIMELINESS OF PERFORMANCE - Client recognizes that Engineer must perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. AGREED REMEDIES - In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Engineer and the Engineer's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Engineer or the Engineer's officers, directors, employees, agents, and subconsultants, shall not exceed the Engineer's fee for the services performed under this Agreement or \$50,000, whichever is greater. Increased limits may be negotiated for additional fee.
Further, it is the intent of the parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XIX. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

APPROVED:
Engineer: HALFF ASSOCIATES, INC.

Signature: _____

Name: Lenny L. Hughes, RLA

Title: Vice President

Date: August 22, 2014

APPROVED:
Client: CITY OF RICHLAND HILLS

Signature: _____

Name: _____

Title: _____

Date: _____