

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Jason Moore, Assistant to the City Manager
Date: May 19, 2015
Subject: Professional Services Agreement with SRA

Council Action: Authorize the City Manager to execute a professional services agreement with Schrickel Rollins and Associates (SRA) for architectural and engineering services at Kate Baker Park.

Background Information: As you will recall, Schrickel Rollins and Associates (SRA) completed master plans for each of our four parks back in September 2014. A major component of that project was to also include phasing options for each park so that the City could move forward on various elements when funding allowed.

Over the last few weeks, staff has been working with SRA to identify opportunities to begin improving our parks. With some identified funding, Kate Baker Park is being considered for immediate improvements. These improvements are being called Phase A-1 because the plan will include elements from its respective "Phase A" plan, yet it does not include all of the components shown for Phase A.

Using this approach, it was originally considered to update both Kate Baker Park and Windmill Park playgrounds. At this time however, staff proposes to move forward solely on services and improvements to Kate Baker Park due to contingencies involved with drainage improvements. Then, if funding allows, the City may enter into a supplemental agreement with SRA later in the summer to move forward with the Windmill Park design improvements.

The funding for Kate Baker Park that has been identified would allow for demolition of the existing playground equipment along with minor site improvements to the west side of the park along with new playground equipment. The equipment being considered includes traditional playground elements for the 2 to 5 year old age bracket and the 5 to 12 year old bracket. A drawing of what this might look like is attached. Shade elements are also being considered if funding allows.

If the professional service agreement is approved tonight, then over the next few weeks, staff will work with SRA to begin surveying both parks to capture the topographic data needed to set the playground and site work at the appropriate elevations. The surveying process takes about three weeks and from there, SRA can begin construction

documents. As mentioned previously, the design element is not as straight forward as just designing the playground equipment either; they have to consider how we will transition from various access routes, etc., when future improvements take place. With that said, the actual design work would take about six weeks and then there is a three week bidding process for general site work. The equipment would be purchased through the Texas BuyBoard contract with the playground manufacturer selected.

Therefore from surveying to bidding, you should anticipate about twelve weeks from now that construction could begin. Thus, new playground equipment would likely be installed by late summer, weather and equipment availability permitting.

While the Council is not considering the construction costs at this time, we do want to inform you of the Opinion of Probable Construction Cost at this time for Kate Baker Park. This breakdown is provided in an attachment to this memo.

Board/Citizen Input: N/A

Financial Impact: \$36,000; 50% coming from the drainage fund and 50% coming from the Oil and Gas fund.

Staff Contacts: Jason Moore, Assistant to the City Manager, jmoore@richlandhills.com

Attachments: Professional Services Agreement and proposal for architectural/engineering services of Kate Baker Park Phase A-1 (Agreement was reviewed by City Attorney and revisions made by SRA accordingly); & Construction Cost estimate for Kate Baker Park

THE STATE OF TEXAS §

Consultant Services Contract

COUNTY OF TARRANT §

This Consultant Services Contract is entered into this ____ day of _____, 2015, between **SCHRICKEL, ROLLINS & ASSOCIATES, INC.**, hereinafter referred to as "CONSULTANT" and the **CITY OF RICHLAND HILLS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", acting by and through its _____ or his designee.

WITNESSETH:

WHEREAS, CITY desires assistance in the preparation of construction documents for the **KATE BAKER PARK PLAYGROUND Project**; and

WHEREAS, CONSULTANT is qualified and capable of performing the professional planning, surveying, engineering, and landscape architectural services proposed herein and is willing to enter into this Contract with CITY to perform said services; NOW THEREFORE,

In consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of Consultant

For and in consideration of the covenants herein contained, CONSULTANT hereby covenants and agrees as an independent contractor, to perform the services herein described with diligence and in a manner consistent with the level of care and skill normally exercised for such professional planning, engineering, surveying, and landscape architectural services in the State of Texas. CONSULTANT agrees to perform professional planning, surveying, cost estimating, and landscape architectural services in connection with the Project as set forth below, and CITY agrees to pay, and CONSULTANT agrees to accept, fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards. CONSULTANT shall provide professional planning, engineering, surveying, and landscape architectural services to design and prepare plans and specifications for the **KATE BAKER PARK PLAYGROUND Project**, being located within the City of Richland Hills, Tarrant County, Texas, and hereinafter referred to as the "Project."

II.
Payment for Services

Total payment for services described herein for the Project shall be a sum not to exceed thirty-six thousand dollars (\$36,000.00) excluding additional services. Payments shall be made as set forth in Exhibits "A", "B" and "C". No interest shall ever be due on late payments. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

III.
Character and Extent of Consulting Services

- A. CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering or landscape architectural profession(s), both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards. CONSULTANT will provide professional services necessary for the work described in Exhibits "A", "B" and "C", and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Exhibits "A", "B" and "C" the terms and conditions of this Professional Services Contract shall be final and binding upon both parties hereto.
- B. It is agreed and understood that this Contract contemplates the full and complete planning, surveying, engineering, and landscape architectural services for the Project including changes necessary to complete the Project as outlined herein. CONSULTANT acknowledges by the execution of this Contract that all contingencies known to CONSULTANT and CITY at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. CONSULTANT will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data CONSULTANT is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

IV.
Time for Completion

- A. CONSULTANT agrees to complete and submit all work required by CITY within 120 (one hundred twenty) calendar days.

Calendar days shall commence when CONSULTANT is notified to proceed and shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless CONSULTANT submits a written request, and CITY approves such request in writing.

V.
Revisions of Construction Documents

CITY reserves the right to direct substantial revision of the construction documents after acceptance by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for services rendered in making such revisions. In any event, when CONSULTANT is directed to make substantial revisions under this Section of the contract, CONSULTANT shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to CONSULTANT undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final construction documents are required by reason of CONSULTANT'S error or omission, then such revisions shall be made by CONSULTANT without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Section II., "Payment for Services," may require CITY Council approval and is subject to funding limitations.

VI.
Consultant's Coordination with Owner

CONSULTANT shall be available for conferences with CITY so that Project can be designed with the full benefit of CITY'S experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to CONSULTANT all existing plans, maps, field notes, and other data in its possession relative to the Project. CONSULTANT may show justification to CITY for changes in design from CITY standards due to the judgment of said CONSULTANT of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by CONSULTANT.

VII.
Termination

This contract may be terminated at any time by CITY for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by CITY, CONSULTANT shall immediately discontinue all services and CONSULTANT shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. CITY shall then pay CONSULTANT promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by CITY.

This contract may be terminated by CONSULTANT with mutual consent of CITY at any time for any cause without penalty or liability except as may otherwise be specified herein. CONSULTANT shall submit written notice to terminate contract and shall submit to CITY all plans and documents relative to the design of Project. CITY shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, CITY shall retain all unpaid balances and, in addition, CONSULTANT shall pay directly to CITY the difference in the unpaid balance and the cost to complete the work. In no case shall CITY pay CONSULTANT any additional monies other than those previously paid under the contract.

VIII.
Ownership of Documents

All drawings, specifications, and other documents or instruments of professional services prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the work. CONSULTANT shall have no liability for re-use on other projects and/or changes made to the drawings and other documents by other consultants subsequent to the completion of the contract. CITY shall require that any such change be sealed, dated, and signed by the engineer or landscape architect making that change and shall be appropriately marked to reflect what was changed or modified.

IX.
Insurance

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the CONSULTANT allow any sub-consultant to commence work on its own subcontract until all similar insurance of the sub-consultant has been obtained and approved. All insurance

policies provided under this Contract shall be written on an "occurrence" basis, except as may be otherwise provided herein below. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Worker's Compensation Insurance, as required by law; with the policy endorsed to provide a waiver of subrogation as to the CITY, Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease-each employee, \$1,000,000 disease-policy limit.
2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence with a \$2,000,000 general aggregate. No standard coverage will be excluded.
3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident), and \$500,000 for property damage.
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim. CONSULTANT must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

City of Richland Hills
Attn.: Eric Strong, City Manager
3200 Diana Drive
Richland Hills, TX 76118

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by CONSULTANT. The CITY's decision thereon shall be final; and,
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any sub-consultants) shall not relieve CONSULTANT of full responsibility or liability, if any, for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability;
4. No special payments shall be made for any insurance that CONSULTANT and subcontractors, if any, are required to carry; all are included in the contract price and the contract unit prices; and

5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

X.
Monies Withheld

When CITY has reasonable grounds for believing that:

- A. CONSULTANT will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against CONSULTANT or CITY arising out of the negligence of the CONSULTANT or the CONSULTANT'S breach of any provision of this contract; then CITY may withhold payment of any amount otherwise due and payable to CONSULTANT under this contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to CONSULTANT, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

XI.
No Damages for Delays

Notwithstanding any other provision of this contract, CONSULTANT shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

XII.
Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subconsultant or consultant agrees that CITY shall have access to and the right to examine any

directly pertinent books, documents, papers and records of such consultant or subconsultant involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the consultant or subconsultant reasonable advance notice of intended audits.

XIII.

No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XIV.

Successors and Assigns

CITY and CONSULTANT each bind themselves, their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XV.

Consultant's Liability

Acceptance of the final plans by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, working drawings, specifications or other documents prepared by said CONSULTANT, its employees, subconsultants, agents and consultants.

XVI.

Indemnification

CONSULTANT does hereby covenant and agree to indemnify, defend and hold harmless the CITY and all of its officials, officers, agents, and employees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death of any person, or for loss of, damage to or loss of use of any property

arising out of or in connection with CONSULTANT's performance of this Contract; and such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of CONSULTANT or any of its officers, officials, agents, employees or invitees, whether said negligence is contractual comparative negligence, concurrent negligence, gross negligence, active negligence, passive negligence or any other form of negligence.

It is specifically understood and agreed by CONSULTANT that such indemnity is indemnity by CONSULTANT to indemnify and protect CITY from any and all liability, claims, suits, losses, damages or causes of action due to CONSULTANT's wrongful intentional conduct, negligence, error or omission.

XVII.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIII.
Independent Contractor

CONSULTANT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and consultants and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIX.
Disclosure

By signature of this Contract, CONSULTANT acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. CONSULTANT further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

XX.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Richland Hills, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

XXI.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXII.
Applicable Law

This Contract is entered into subject to the Richland Hills CITY Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

XXIII.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

XXIV.
Default

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVII.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONSULTANT shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the CONSULTANT has violated this section, this Contract shall be deemed terminated and CONSULTANT's further rights hereunder forfeited.

XXVIII.
Construction of Contract

Both parties have participated fully in the review and revision of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this contract.

XXIX.
Notices

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for CITY, to:
City of Richland Hills
ATTN: Eric Strong
City Manager
3200 Diana Drive
Richland Hills, Texas 76118

If intended for CONSULTANT, to:
Schrickel, Rollins and Associates, Inc.
ATTN: Victor W. Baxter, President
1161 Corporate Drive West
Arlington, Texas 76006

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

SCHRICKEL, ROLLINS AND ASSOCIATES, INC.
Victor W. Baxter, President

By: 
Signature

Tax Identification No. 75-1319504

WITNESS:



CITY OF RICHLAND HILLS

By: _____
Signature

ATTEST:

Name
Title



EXHIBIT A

**SCOPE OF SERVICES
TO BE PERFORMED BY CONSULTANT**

**CITY OF RICHLAND HILLS
Kate Baker Park Playground**

May 11, 2015

I. BASIC SERVICES

A. Project Site: The project is to be located at the following site:

1. Kate Baker Park: A 1.8-acre existing park site located at 3555 Vance Road. The park is situated on the corner of Vance Road and Dover Lane.
- B. Topographic Survey: A topographic survey of Kate Baker Park with a minimum contour interval of one foot shall be provided. The survey will show the existing facilities, the utilities, trees 3" caliper or greater in size, adjacent public streets or roads and other miscellaneous items. The survey should comply with standard City of Richland Hills requirements.
- C. Park Elements: The program of development shall include the following elements for each park site.
 1. Facilities
 - a. Playground
 2. Miscellaneous
 - a. Recreational trail (accessible route to playground)
 - b. Landscape (trees, shrubs and/or turf)
 - c. Park Benches
 - d. Trash Receptacle
 - e. Drinking Fountain
 3. Utilities
 - a. Storm Drainage
 - b. Water service for Drinking Fountain
 4. Park Roads, Parking, and Site Structures
 - a. Accessible Parking Area
- D. Construction Document Phase: The Basic Professional Services for the Construction Document Phase of the Project shall include the following:



1. Preparing the final Construction Documents and specifications based on the the project scope. The Construction Documents shall comply with all applicable requirements imposed by governmental authorities having jurisdiction over the Project and shall be sealed by licensed professionals;
 2. Construction Documents and Plans shall include but not limited to:
 - a. Existing Conditions and Removal Plans;
 - b. Construction Layout Plans and Details;
 - c. Site Grading Plans;
 - d. Paving and Jointing Plans and Details;
 - e. Landscape Plans and Details;
 - f. Civil Plans and Details;
 - g. City of Richland Hills Standard Details and Notes;
 - h. TDLR/Independent provider review and inspection for TAS/ADA compliance; and
 - i. Any other documentation as needed for approval by the City Staff and City Council.
 3. Meetings with City, as needed, shall be included in this phase.
- E. Construction Bidding Phase: The Basic Professional Services for the Construction Bidding Phase of the Project shall include the following:
1. Assisting the City to establish a list of prospective bidders on the Project.
 2. Distributing the Bidding Documents to prospective bidders and requesting their return upon completion of the bidding process. In such event, Architect/Engineer shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.
 3. Answering questions from prospective bidders, providing clarification and interpretations of the Bidding Documents to prospective bidders in the form of addenda.
 4. Procuring the reproduction of Bidding Documents for distribution to prospective bidders. Architect/Engineer's cost for such reproduction shall be appropriately reimbursed in accordance with this Contract.
 5. Assisting the City in conducting the pre-bid meeting, assisting the City in bid opening at a designated City location assisting the City in awarding and preparing contracts for construction.
 6. Assisting the City in evaluating the bids and in determining the successful bid, if any. As such, Architect/Engineer shall review the low bidder's qualifications after bid opening and advise the City as to whether such bid should be accepted or rejected. If requested by the City, Architect/Engineer shall notify all prospective bidders or contractors of the bid or proposal results.

II. REIMBURSABLE EXPENSES

The following items are the actual out-of-pocket expenses incurred by the Landscape



Architect/Engineer in direct connection with the Project. Reimbursements by City to Architect shall include the following:

- A. Fees required for securing approval of governmental authorities having jurisdiction over the Project, excluding those fees required by the Texas Department of Licensing and Regulation, if applicable.
- B. Payment for TDLR/Independent Provider Review and Inspector – Direct cost of independent provider's services and the reproduction of plans.
- C. Reproduction and distribution of bidding documents to prospective bidders: Hourly invoice charges for SRA personnel and the direct costs of printing.

III. ADDITIONAL SERVICES

The following services are not included in Basic Services, and are considered as optional to the Agreement. Any of the additional services listed shall be provided only upon written Authorization of Owner.

- A. Boundary Survey and Plat Preparation. These properties are currently platted, but not current. This shall include preparation of easement and/or right-of-way documents and any title searches required to identify easements and ownership. The City of Richland Hills will confirm if a plat will be required at each park site. The plat must conform to City of Richland Hills requirements.
- B. Construction Administration and Observation.
- C. Environmental Services.
- D. Regulatory Submittals and Reports

V. EXCLUSIONS

- A. The intent of this Scope of Services, Exhibit A, is to include only the services specifically listed herein for this Project. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:
 - 1. Fees for permits and advertising.
 - 2. Storm Water Pollution Prevention Plan (SWPPP).



EXHIBIT B

**SCOPE OF SERVICES
TO BE PROVIDED BY THE CITY**

**CITY OF RICHLAND HILLS
Kate Baker Park Playground**

May 11, 2015

The City will provide the following services to the Consultant in the performance of the Project upon request.

- A. Provide any existing data the City has on file concerning the Project, if available.
- B. Provide any available as-built plans for existing water and sanitary sewer mains, if available.
- C. Assist the Consultant, as necessary, in obtaining any required data and information from local utility companies.
- D. Provide standard details and specifications in digital format.
- E. Assist the Consultant by requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.
- F. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.



EXHIBIT C

FEE SCHEDULE

**CITY OF RICHLAND HILLS
Kate Baker Park Playground**

May 11, 2015

| | |
|--|---------------------|
| I. Basic Services | \$ 31,000.00 |
| II. Reimbursable Expenses Allowance | \$ 5,000.00 |
| III. Additional Services | |
| a) Boundary Survey and Plat | \$ 5,800.00 |
| b) Construction Administration | **TBD |
| c) Environmental Services | **TBD |
| d) Regulatory Submittals and Reports | **TBD |

* Charges shall not exceed the amount stipulated without prior written approval from the City Manager.
** To be determined at a later date.



**SCHEDULE OF CHARGES - 2015
BILLABLE SALARY RATE & EXPENSE CHARGES**

| CLASSIFICATION: | RANGE OF BILLABLE SALARY RATE | |
|---|--------------------------------------|-------------|
| | LOW | HIGH |
| PRINCIPAL | \$151 | \$200 |
| ASSOCIATE | 92 | 168 |
| SENIOR ENGINEER | 146 | 178 |
| ENGINEER III | 108 | 141 |
| ENGINEER II | 81 | 108 |
| ENGINEER-IN-TRAINING (EIT) | 70 | 92 |
| SENIOR LANDSCAPE ARCHITECT | 118 | 200 |
| LANDSCAPE ARCHITECT III | 87 | 125 |
| LANDSCAPE ARCHITECT II | 70 | 98 |
| LANDSCAPE ARCHITECTURAL INTERN | 54 | 81 |
| ARCHITECT | 87 | 141 |
| ARCHITECTURAL INTERN | 54 | 81 |
| DESIGNER | 54 | 98 |
| SURVEYOR (RPLS) | 98 | 141 |
| SURVEY COORDINATOR | 76 | 113 |
| SURVEY TECHNICIAN | 65 | 108 |
| ENGINEERING TECHNICIAN | 65 | 98 |
| PLANNING TECHNICIAN | 54 | 81 |
| GIS PROJECT MANAGER | 90 | 120 |
| GIS ANALYST | 75 | 100 |
| GIS TECHNICIAN | 60 | 100 |
| PRODUCTION COORDINATOR | 76 | 113 |
| CAD OPERATOR/DRAFTER III | 65 | 98 |
| CAD OPERATOR/DRAFTER II | 54 | 76 |
| CAD OPERATOR/DRAFTER I | 49 | 65 |
| SENIOR SECRETARY/SPECIFICATIONS COORDINATOR | 49 | 87 |
| SECRETARY/WORD PROCESSOR | 38 | 70 |
| CLERK | 35 | 49 |

The ranges and individual salaries are adjusted annually.

OTHER SERVICES:

| | | |
|--------------------|-------|-------|
| SURVEY FIELD PARTY | \$135 | \$175 |
|--------------------|-------|-------|



PRINTING & PLOTTING SERVICES:

In-house printing and plotting services will be charged at the market rate for commercial printing plus 10%. In-house capability includes color plots and a variety of media, including bond, vellum and mylar. In-house Xerox copies provided at \$0.06 per single side copy or \$0.12 per double side copy. Color copies provided for \$0.60 (8½x11) and \$1.00 (11x17) per single sheet.

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproductions expense, communication expense, travel, transportation and subsistence away from Arlington and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

Kate Baker Park

| Item | Estimate |
|---|------------------|
| Storm Drain & Utilities | \$75,000 |
| Concrete Playground Curbing & Fibar | \$40,000 |
| Concrete Sidewalk (6-8ft wide) | \$4,000 |
| Drinking Fountain | \$5,000 |
| Accessible Parking Space | \$10,000 |
| Benches & Trash Receptacle Allowance | \$5,000 |
| Landscape/Turf | \$5,000 |
| Contingency | \$26,000 |
| Playground Equipment & Install | \$130,000 |
| Total | \$300,000 |