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**TAX INCREMENT REINVESTMENT ZONE ONE
NONCOTIGUIOUS GEOGRAPHIC AREA, NEW HOPE ROAD & BLOXOM PARK ROAD
AGENDA
BOARD OF DIRECTORS - REGULAR MEETING
April 18, 2016
CITY HALL CONFERENCE ROOM, 405 MUNICIPAL DRIVE
REGULAR SESSION - 2:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES APPROVAL

- A. Consider approval of minutes from the June 15, 2015 meeting

IV. REPORTS/ANNOUNCEMENTS

- A. Discuss the current status of the Kennedale TIRZ

V. REGULAR ITEMS

- A. Consider approval of design contract with Freese and Nichols for the design of a sewer line to serve the Texas Raceway property
- B. Consider approval of design contract with Freese and Nichols for the hydraulic analysis of the bridge structures under the TxDOT bridge replacement program
- C. Discuss potential TIRZ plan amendment to include park land acquisition and elimination of a sewer line extension

VI. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact the City Secretary at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the April 18, 2016, Tax Increment Reinvestment Zone #1 agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



City Secretary



STAFF REPORT TO THE BOARD OF DIRECTORS

Date: April 18, 2016

Agenda Item No: MINUTES APPROVAL - A.

I. Subject:

Consider approval of minutes from the June 15, 2015 meeting

II. Originated by:

III. Summary:

Minutes are prepared by the Deputy City Secretary and ready for approval.

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments:

1.	Tax Increment Reinvestment Zone Meeting Minutes - June 15, 2016	6-15-2015 TIRZ Minutes.doc
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**TAX INCREMENT REINVESTMENT ZONE ONE
NONCOTIGUIOUS GEOGRAPHIC AREA, NEW HOPE ROAD & BLOXOM PARK ROAD
MINUTES
BOARD OF DIRECTORS - REGULAR MEETING
June 15, 2015**

I. CALL TO ORDER

Chair Robert Mundy called the meeting to order at 2:00 p.m.

II. ROLL CALL

Present: Robert Mundy, Frank Fernandez, Rebecca Mowell, Pat Turner, Mark McClendon, Scott Rule, and Jeni McGarry

Absent: None

Staff Present: Bob Hart, Carolyn Marshall, Kathy Moore, and Brian Coltharp - Freese and Nichols

III. REPORTS/ANNOUNCEMENTS

A. Discuss the current status of the Kennedale TIRZ

Bob Hart provided a brief history on the Tax Increment Reinvestment Zone One (TIRZ) stating that the zone was created to bring single family homes into the area. Additionally, Bob informed the group that the target date for the Racetrack closures is October 16.

IV. MINUTES APPROVAL

A. Consider approval of minutes from the June 18, 2014 meeting

Motion To approve the June 18, 2014 meeting minutes as presented. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Rebecca Mowell.

Motion Passed Unanimously

V. REGULAR ITEMS

A. Discuss and consider approval of a professional services agreement for the preliminary design of New Hope Road

Bob Hart stated that the alignment of New Hope Road is important because the city received a grant through the State and Federal Bridge Program, which will replace the bridge on New Hope Road. Bob added that the bridge will be completed before the road; therefore, coordination is essential in order to eliminate unnecessary elevation repairs and to save money. Concluding, he reminded the Board that the Development Agreement with Texas Raceway was built around the reconstruction of New Hope Road.

Brian Coltharp, Engineering Consultant with Freese and Nichols provided an overview of the scope of work for the design of New Hope Road. Board members discussed possible environmental issues that

may need to be included in the preliminary design of New Hope Road; and questioned if the State had a design plan for the bridge yet.

Motion To approve a professional services agreement for the preliminary design of New Hope Road; contingent on Kennedale City Council's approval to loan the Tax Increment Reinvestment Zone (TIRZ) the necessary funds. **Action** Approve, **Moved By** Scott Rule, **Seconded By** Mark McClendon.

Motion Passed Unanimously

B. Discuss and consider the approval of a professional service agreement for the preliminary design of a wastewater line extension

Bob Hart stated that the wastewater line is a critical piece of this development and is part of the City's Master Plan.

Motion To approve a professional services agreement for the preliminary design of a wastewater line extension; contingent on Kennedale City Council's approval to loan the Tax Increment Reinvestment Zone (TIRZ) the necessary funds. **Action** Approve, **Moved By** Scott Rule, **Seconded By** Jeni McGarry.

Motion Passed Unanimously

C. Authorize the Chair to execute a Letter of Agreement for the City of Kennedale to finance two Professional Service Agreements

Bob indicated that the two agreements would cost approximately \$200,000, and were needed in order to move forward with the project. He added that the TIRZ has no money at the present time; therefore, staff recommends that the TIRZ authorize the Chair to execute a Letter of Agreement with the City of Kennedale, which will enable the City to loan the TIRZ the funds to pay for the two agreements.

Discussion ensued concerning the financial obligations to the City of Kennedale and the terms of the agreement. Bob Hart assured Board members that City Attorney Wayne Olson would have final approval over the agreement.

Motion To approve the authorization for the Tax Increment Reinvestment Zone (TIRZ) Chair to execute a Letter of Agreement with the City of Kennedale to finance two Professional Service Agreements contingent upon the Kennedale City Council's approval and written representation from the City of Kennedale to the TIRZ; which provides no obligation from the tax entities and zero interest. **Action** Approve, **Moved By** Scott Rule, **Seconded By** Mark McClendon.

Motion Passed Unanimously

VI. ADJOURNMENT

Board members agreed to meet again within six months; exact meeting date to be determined.

Motion To adjourn. **Action** Adjourn, **Moved By** Frank Fernandez, **Seconded By** Mark McClendon
Motion Passed Unanimously

The meeting was adjourned at 2:41 p.m.

APPROVED:

ATTEST:

Robert Mundy, Chair

Kathy E. Moore, Deputy City Secretary



STAFF REPORT TO THE BOARD OF DIRECTORS

Date: April 18, 2016

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Consider approval of design contract with Freese and Nichols for the design of a sewer line to serve the Texas Raceway property

II. Originated by:

III. Summary:

The development agreement with Texas Raceway/McMillan family requires the City TIRZ to prepare design plans for the extension of wastewater service to serve the residential subdivision planned for the tract. Staff recommends the engagement of Freese & Nichols Engineering firm to prepare the plans. The proposed contract calls for preparation of the plans for bidding and preparing easement descriptions. The limits of the project are only serving the Texas Raceway (Line A and Line B1 identified in the preliminary design report/route study).

A summary of the cost breakdown:

- Freese and Nichols = \$87,190
- Lamb Star (Surveying, SUE and Easement Description) = \$ 28,385
- Texplor of Dallas (Geotechnical Boring) = \$2,211
- Gorrondona (Geotechnical Testing) = \$2,134
- Total Fee = \$119,920

The TIRZ does not have sufficient funds to cover the cost of the study; hence, the City will need to pay for the design with reimbursement to occur in the future when funds are available. The TIRZ and/or the City will not look for the other participating taxing jurisdictions for repayment.

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments:

1.	Freese and Nichols, Inc. - Professional Service Agreement	Sewer Extension Contract.pdf
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AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by the City of Kennedale, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: Extension of Existing Sewer.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$119,920.00. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.
IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ____ day of _____, 20__.

ATTEST:

City of Kennedale, TX
(OWNER)

By: _____

Print or Type Name and Title

ATTEST:

Mazen Karasmi

Freese and Nichols, Inc.
(FNI)

By: *Nicholas Lester*
Nicholas Lester, Vice President

Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Project Description

Near the Texas Raceway, the City of Kennedale is planning to extend their sewer system to the south in order to prepare for future development. The extension will be approximately 2560 feet of 12 inch diameter sewer pipe. The scope below is for the professional services that will be provided to prepare construction plans and specifications. The services include: an environmental study, topographic survey, subsurface utility engineering, geotechnical study, and engineering.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. **DESIGN PHASE:** FNI shall provide professional services in this phase as follows:
1. Hold kickoff meeting with Owner
 2. Monthly update meetings and or reports
 3. For the 60% Submittal
 - a. Prepare drawings, specifications, Construction Contract Documents, and Opinions of Probable Construction Cost (OPCC) of improvements to be constructed.
 - b. Submit five copies to the OWNER for review
 - c. Attend a review meeting with OWNER to review submittal
 4. For the 99% Submittal
 - a. Prepare drawings, specifications, Construction Contract Documents, and Opinions of Probable Construction Cost (OPCC) of improvements to be constructed.
 - b. Incorporate the City's comments from the 60% design review
 - c. Coordinate with impacted utility owners
 - d. Perform constructability review
 - e. Submit five copies to the OWNER for review
 - f. Attend a review meeting with OWNER to review submittal
 5. For the Final Submittal
 - a. Prepare drawings, specifications, Construction Contract Documents, and Opinions of Probable Construction Cost (OPCC) of improvements to be constructed.
 - b. Incorporate the City's comments from the 99% design review
 - c. Seal the documents
 - d. Submit five copies to the OWNER
 - e. Notify TCEQ via the Summary Transmittal Letter, and send them plans for review if they request them
- B. **BID OR NEGOTIATION PHASE.** Upon completion of the design services and approval of "Final" drawings and specifications by OWNER and TCEQ, and when directed by the OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
 2. Advertise Bid Documents on CivCast.
 3. Maintain information on entities that have been downloaded a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
 4. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 5. Assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
 6. Assist Owner in preparation of the Letter of Recommendation of Award.
 7. Assist OWNER in the preparation of Conformed Construction Contract Documents for construction contracts. Provide ten (10) sets of Conformed Construction Contract Documents which include changes caused by addenda reflected in the plans and specifications, information from the apparent low bidders bid documents, and legal documents for execution by the OWNER and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
 8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- C. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist OWNER in preparing the Notice to Proceed.
2. Assist OWNER in conducting one pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
3. Establish communication procedures with the OWNER and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
4. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
6. Make six visits appropriate to the stage of construction to the site on the same day as the monthly progress meeting (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of the specified number are an additional service.
7. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
8. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by CONTRACTOR and is not included in the services to be performed by FNI.
9. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

10. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
12. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
13. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
14. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to OWNER.

D. SPECIAL SERVICES

1. Obtain one (1) Right of Entry. FNI will send one (1) land owner a Right of Entry form. If Right of Entry is denied, the Owner will assist in providing access.
2. Environmental Study. Based on our understanding, the proposed project would not require Section 404 permit authorization from the U.S. Army Corps of Engineers (USACE), as the action would apparently not involve the discharge of dredged or fill material into waters of the U.S. If it is determined that the proposed project would require USACE authorization, FNI would notify the City immediately. FNI can provide Section 404 permitting services to the City, if required, as an additional service. Following are the tasks that we propose to assist the City in conducting the necessary environmental evaluation, and if necessary, permit authorizations associated with the proposed project.
 - a. Gather and Review Existing Information. FNI will compile readily available existing information and prepare maps of the proposed project site in preparation for the pedestrian survey. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site.

- b. Conduct Pedestrian Survey. FNI will conduct a pedestrian survey along the proposed pipeline easement, including a 75-foot wide buffer each side of the centerline (150 feet total), to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S., if present. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.
- c. Coordinate with the Texas Historical Commission. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project may exceed one or both of these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for the City's review and comment. FNI will incorporate the City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services, but can be provided as an additional service.
- d. Prepare Technical Memorandum. Based on our understanding of the proposed project, it appears that Line A could be constructed without requiring notification to or authorization from the USACE. Information gathered during the pedestrian survey and consultation with the THC will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status, if present. The draft technical memorandum will be submitted to the City for review and comment. After incorporating the City's comments into the document, FNI will submit a final technical memorandum to the City.

3. Geotechnical Study

Task 1- Field Exploration

- a. Select appropriate locations for exploratory borings. The Engineer will coordinate with the City of Kennedale and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- b. Subcontract with a drilling contractor to drill a total of six (6) borings, three at a depth of 35 feet and three at a depth of 20 feet.
- c. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock, if encountered, will be tested in-situ using the TxDOT Texas Cone Penetrometer (TCP) test, as appropriate for the material.
 - a. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - b. At completion of drilling and sampling, the borings will be backfilled with auger cuttings.
- d. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Task 2 – Laboratory Testing

- e. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- f. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
- g. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:

- h. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
- i. Moisture content
- j. Dry unit weight
- k. Unconfined compressive strength

Task 3 – Engineering Analysis

- l. Prepare a Geotechnical Investigation Report summarizing the field exploration, laboratory testing, and engineering analysis to include the following:
 - m. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - n. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - o. General discussion of expected construction related issues.
 - p. Earthwork related recommendations for use during development of plans and specifications.
 - q. Submittals will include one (1) paper copy and one (1) electronic PDF copy of the Geotechnical Investigation Report.
4. Subsurface Utility Engineering (SUE) and Surveying
- a. Perform Level D SUE by calling the One Call Agency and visually inspecting the area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be here forth referred to as “unknown” utilities. The area will be scanned with electronic prospecting equipment to search for unknown utilities. However, FNI nor their Sub Consultant will be responsible for designating and locating unknown utilities that were not detected while scanning the work area.
 - b. Perform Level B SUE for a 150 foot wide section for up to 2,560 feet. All existing utilities shall be surveyed.
5. Topographic Survey
- a. Establish horizontal and vertical control from existing survey references on previous City of Kennedale projects in the area. The horizontal datum shall be North American Datum 1983 and the vertical datum shall be North American Vertical Datum 1988.
 - b. Establish 5/8 inch rods every 500 feet along alignment
 - c. Cross sections shall be taken at no more than 50’ intervals along with apparent break lines as required to provide a digital topographic design file at 1’ contour intervals. Top of ground shall obtained to 0.10’ accuracy.
 - d. Survey existing utilities and soil borings.
 - e. Search for and survey in any FEMA benchmarks on the project site
 - f. Locate and identify approximate property lines for the subject property, as described in current deed of record within Tarrant County Deed Records. Locate and show found property corners within the survey limits. Tarrant County Deed Records shall be searched for easements that may affect the subject property and identify the affects, if any, on the subject property and show the locations of the easements, if possible. Identify property owner names per deed, posted street addresses and deed recording information, for the subject property and immediate adjoining properties within the survey limits.
 - g. Types of existing pavement surfaces shall be identified for streets, alleys, sidewalks, driveways, etc. Any planters, mailboxes (with type) and other improvements shall be identified.
 - h. Invert elevations and size/type of visible utility, drainage pipes and culverts shall be identified for any visible manholes and culverts within the project limits. For gravity flow utilities (i.e. storm water and sanitary sewer) tie in the manhole upstream and downstream of the last manhole. This may result in having to tie in manholes that are outside the project limits. Note any relevant information (damaged, silted in, etc.)

- i. One (1) easement description and exhibit will be included in the scope of work. Acquisition of the easement can be provided as an Additional Service.
- j. A tree survey is not included in this scope because City Ordinance 268, Section 16-80 exempts all areas within utility or drainage easements from the tree protection plan. However, the Surveyor will survey the outside limits of dense trees and individual trees 6 inches in diameter and greater; trees that need to be protected can be marked on the plans.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Furnish OWNER, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
- B. Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
- C. Field layouts or the furnishing of construction line and grade surveys.
- D. GIS mapping services or assistance with these services.
- E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- F. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment.
- J. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase.
- L. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

- M. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- N. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- O. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- P. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Q. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- R. Services required to resolve bid protests or to rebid the projects for any reason.
- S. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- T. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- U. Providing services after the completion of the construction phase not specifically listed in Article I.
- V. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- W. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- X. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Y. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- Z. Provide follow-up professional services during Contractor's warranty period.
- AA. Preparation of a Nationwide Permit (NWP) Pre-Construction Notification (PCN) for submittal to the USACE.
- BB. Conducting an archeological survey along the proposed pipeline alignments.
- CC. Formal delineations of potential waters of the U.S.
- DD. Preparation of a preliminary Jurisdictional Determination report.

- EE. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
- FF. Preparation of an individual 404 permit application (IP).
- GG. Presence/absence surveys for federally listed threatened/endangered species.
- HH. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- II. Application for General Land Office Easement.
- JJ. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
- KK. Other environmental services not specifically defined in this scope of services.
- LL. Potholing for SUE Level A.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- A. Kickoff Meeting with OWNER. Within One Week of Notice to Proceed
- B. Preliminary Design:
 - a. Right of Entry, SUE, and Survey: Within 10 Weeks of Notice to Proceed
 - b. Geotech and Environmental Studies: Within 15 Weeks of Notice to Proceed
- C. 60% Design. Within 5 Weeks of the Completion of SUE and Survey.
- D. 99% Design. Within 3 Weeks after the 60% Review Meeting.
- E. Sealed Documents. Within one Week after the 99% Review Meeting.
- F. Bid and Construction Phase Services: To be Determined

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,

- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- J. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.

- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Larry Ledbetter, Project Manager
923 E. Kennedale Parkway
Kennedale, TX 76060
ledbetter@cityofkennedale.com
(817)985-2171

FNI's Designated Representative – James Johnson, Project Manager
4055 International Plaza, Suite 200
Fort Worth, TX 76109
JKJ@freese.com
(817) 735-7264

FNI's Accounting Representative – Matt Shafer
4055 International Plaza, Suite 200
Fort Worth, TX 76109
MCS@freese.com
(214) 217-2238

COMPENSATION

Compensation to FNI shall be the lump sum fee of One Hundred Nineteen Thousand Nine Hundred Twenty Dollars (\$119,920). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	68	116
Professional - 2	88	148
Professional - 3	94	181
Professional - 4	138	221
Professional - 5	175	243
Professional - 6	166	442
Construction Manager - 1	86	114
Construction Manager - 2	104	150
Construction Manager - 3	129	161
Construction Manager - 4	162	220
CAD Technician/Designer - 1	57	99
CAD Technician/Designer - 2	90	129
CAD Technician/Designer - 3	116	166
Corporate Project Support - 1	42	96
Corporate Project Support - 2	70	173
Corporate Project Support - 3	76	335
Intern/ Coop	35	64

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February.

340-22015

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term Owner as used herein refers to the City of Kennedale, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability		Workers' Compensation
General Aggregate	\$2,000	Each Accident
		\$500
Automobile Liability (Any Auto)		Professional Liability
CSL	\$1,000	\$3,000 Annual Aggregate

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI WU
OWNER _____

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.



STAFF REPORT TO THE BOARD OF DIRECTORS

Date: April 18, 2016

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Consider approval of design contract with Freese and Nichols for the hydraulic analysis of the bridge structures under the TxDOT bridge replacement program

II. Originated by:

III. Summary:

The proposed design contract is through a contract amendment for New Hope Road. Freese & Nichols, the engineering firm doing the work is proposing to take the southern-most 3000 feet of the project limits from the schematic design to a 90% design level. This will include roadway design, hydraulic analysis and design, design survey and subsurface utility engineering. The following documents detail the anticipated work:

- Contract Change Authorization Form
- Scope of Services
- Detailed Cost Breakdown
- Form 1295

The proposed work is being done to coordinate with the planned TxDOT replacement of the bridge on New Hope Road.

Staff recommends approval of the contract amendment with the understanding that the City of Kennedale will cover the deficit for the design cost and will not look to the participating taxing jurisdictions for payment. This will be a liability for the TIRZ fund with payment coming from future revenues.

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments:

1.	Contract Change Authorization Amendment # 1	KEN15333 Amend 1 - Authorization Form.pdf
2.	Scope of Service - Contract Amendment # 1	KEN15333 Amend 1 - Scope of Services.pdf
3.	Detailed Cost Breakdown	KEN15333 Amend 1 - Detailed Cost Breakdown.pdf
4.	Form 1295 - Certificate of Interested Parties	Form 1295 Certificate 100039020.pdf



CONTRACT CHANGE AUTHORIZATION
Amend #1


Client: City of Kennedale 923 E. Kennedale Parkway Kennedale, TX 76060 Attn: Bob Hart	FNI Project No.: KEN15333 <hr/> Client Contract Ref.: <hr/> Date: April 8, 2016	
Project Description: New Hope Road		
Description of Services Added/Deleted: As more fully described in the attached Scope of Services		
Deliverables: As more fully described in the attached Scope of Services		
Compensation shall be adjusted as follows: A lump sum fee of Two Hundred Twenty Five Thousand Six Hundred Seventy Six Dollars (\$225,676)		
	Original Contract	\$172,635
	Amended Amount	\$225,676
	Revised Total Contract	\$398,311
Schedule shall be adjusted as follows: As more fully described in the attached Scope of Services		

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

- A contract modification will be submitted.
- This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF KENNEDALE, TEXAS:

BY: 
Chris B Bosco
 Print Name

BY: _____

 Print Name

TITLE: Principal

TITLE: _____

DATE: Principal 4/8/16

DATE: _____

New Hope Road

Scope of Services – Contract Amendment #1

Description

As one of the bridge class culverts was selected for funding as part of the TxDOT off-system bridge replacement program, this design contract will move the design forward on the southern-most 3,000 linear feet (beginning at the transition to Hudson Village Creek Road) of New Hope Road from the current schematic level design to a 90% level design. This effort will include roadway design, hydraulic analysis and detailed design survey and property acquisition documents. The two creek crossings are anticipated to be culvert designs as shown in the previous hydraulic memo with a pedestrian underpass adjacent to the northern culvert. Construction plans and specifications package are not included at this time as the timetable to construction and the contracting method are uncertain at this time.

Roadway Design

1. FNI will visit the site up to three (3) times during the design process to confirm design elements.
2. FNI will utilize design survey to review and confirm the roadway geometry. Significant change to the roadway alignment from the schematic design may be an additional service.
3. FNI will utilize the topographic survey to revise the roadway profile. As the profile for the schematic was based on 1' contour data, profile revisions may be necessary for this design and this effort is assumed as part of this scope.
4. FNI will prepare the geometric design for retaining walls associated with the roadway which may be necessary. This will be a civil plan/profile layout only and will not include geotechnical or structural design at this time which would be included in the final design for construction plans.
5. FNI will prepare grading layouts detailing grading work to be performed near the culverts and adjacent to the roadway in order to finalize property easements required for the project.
6. FNI will prepare the storm drain design for the roadway. This will include developing contributing drainage areas, determining inlet spacing and sizing, determining storm drain pipe layout, profile and sizing. Lateral profiles are not to be included with this package and may be included for the final design.
7. FNI will prepare a striping layout plan for the roadway and connecting roadways.
8. FNI will review available and surveyed utility data to determine potential utility conflicts. FNI will contact franchise utility companies (from a list provided by City) to share the plans with the project with them and receive feedback from the utility companies.
9. FNI will submit 60% design drawings which will include all of the elements listed in items 2-4 and 6 above.
10. FNI will submit 90% design drawings to include addressing of any comments provided at the 60% level plus items 5 & 7 listed above.
11. FNI will attend up to six (6) coordination meetings including meetings with the City, meetings with TxDOT, design review meetings, franchise utilities or property owners.

Services not included in roadway design:

1. Geotechnical design – including wall design and pavement design

2. Traffic control plans
3. Erosion control plans
4. Structural design for walls
5. Bridge design (as drainage crossings are anticipated to remain as culverts)
6. Right-of-way agent or appraisal services
7. All services listed in original contract not specifically included in this amendment

Hydraulic Analysis

1. FNI will perform data collection and a field visit to confirm best available data is being used for the analysis. This may include data requests to FEMA or the City of Kennedale.
2. FNI will perform regression equation analysis of the watersheds contributing to the two crossings to determine an existing conditions discharge if required by TXDOT.
3. FNI will develop a cross section layout for the HEC-RAS model based on the design alignment.
4. Existing Conditions HEC-RAS model will be developed for the two crossings based on the prior modeling efforts performed by FNI for New Hope Road reflecting the revised cross section layout and any newly available topographic survey.
5. FNI will evaluate one selected design configuration for each of the two crossings of either a bridge, box culvert, or arch pipe to determine the geometry required to meet the design objectives and criteria.
6. A scour analysis will be performed if a bridge design or open bottom pipe design is pursued at either crossing. Scour mitigation measures will be evaluated and incorporated into the design.
7. A Hydraulic Report will be prepared for submission to TXDOT addressing the design and hydraulic considerations outlined in the TXDOT Hydraulic Design Manual. Hydraulic data sheets will be developed for the two crossings and incorporated in the construction plans. Up to 5 copies of the report will be provided.

Assumptions:

1. The models developed previously by FNI based on models developed by Halff Associates will be the basis of the design models.
2. The hydraulic structures will be sized to meet the City of Kennedale hydraulic criteria, but results will be provided for TXDOT criteria.
3. It is understood a FEMA map change is contemplated for the watershed at some point in the future. It is assumed the Special Flood Hazard Area in the project vicinity is not revised during the design and no floodway modeling is necessary. Revisions to modeling based on revised floodplain models is an additional service. Preparation and submittal of Letter of Map Revision or Conditional Letter of Map Revision to FEMA is an additional service.

Survey

1. Prepare property mapping for 500' south of Hudson Village Creek Road (not previously included in scope)
2. Prepare topographic survey for project area as identified in description above, including identification of all surface elements.
3. Prepare and send right of entry letters for up to 17 affected properties
4. Prepare 6 right-of-way acquisition documents

5. Prepare 8 permanent easement documents
6. Temporary easement documents are not included, if required they will be an additional service.

Subsurface Utility Engineering (SUE)

1. Provide level B SUE services. Level B includes horizontal location of existing utilities, including services, along the 3,000 linear feet of the project limits as detailed in the description above. The limits include Right of Way to Right to Way and the properties to be acquired. The Level “B” will include overhead utilities.
2. Level A SUE services will be considered an additional service. Level A is defined as excavation of test holes that are in potential conflict with the proposed work.

Schedule

- FNI will provide 60% design plans 12 weeks after notice to proceed
- FNI will provide 90% design plans 8 weeks after design review meeting

City of Kennedale
New Hope Road
4/8/2016
Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 225,676
Special	\$ -
Total Project	\$ 225,676

Basic Services														Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
Phase	Task	Employee	Alex Garcia	Sidney Green	Eric Barron	Stephen R. James	Scott Hubley	Justin Oswald	Emily Sestak	Ben Hawkins	David Coffman	Mazen Kawasmi							
		Project Role	PM	TR EIT	TR CAD	TR QC	SW QC	SW PE	SW EIT	GIS	Geol								
		Hourly Bill Rate	\$146.00	\$130.00	\$91.00	\$197.00	\$197.00	\$169.00	\$130.00	\$107.00	\$130.00	\$169.00							
	Roadway Design (Up to 90%)																		
	Site Visits (Up to 3)		9	9											18	\$ -	\$ -	\$ -	\$ -
	Update Plan Layout		4	16	40										60	\$ 2,484	\$ 234	\$ -	\$ 2,718
	Update Profile Layout		4	40	16										60	\$ 6,304	\$ 510	\$ -	\$ 6,814
	Prepare Cross Sections		4	32	16										52	\$ 7,240	\$ 510	\$ -	\$ 7,750
	Prepare retaining wall layouts		4	40	16										52	\$ 6,200	\$ 442	\$ -	\$ 6,642
	Prepare grading plans		8	40	16										64	\$ 7,824	\$ 544	\$ -	\$ 8,368
	Storm drain area and inlet layout		8	40	16										64	\$ 7,824	\$ 544	\$ -	\$ 8,368
	Storm drain pipe layout and sizing		8	40	40										88	\$ 10,008	\$ 748	\$ -	\$ 10,756
	Storm drain profile		8	40	40										88	\$ 10,008	\$ 748	\$ -	\$ 10,756
	Prepare striping layout		8	20	20										48	\$ 5,588	\$ 408	\$ -	\$ 5,996
	Prepare 60% submittal package		4	16	8										28	\$ 3,392	\$ 238	\$ -	\$ 3,630
	Respond to 60% submittal comments and prepare 90% submittal package		12	32	40	16									100	\$ 12,704	\$ 1,058	\$ -	\$ 13,762
	Design Coordination & Meetings (Up to 6)		12	32	40	16									100	\$ 12,704	\$ 1,058	\$ -	\$ 13,762
	Utility Coordination		18	18								18			54	\$ 8,010	\$ 636	\$ -	\$ 8,646
	Hydraulic Analysis		4	16											20	\$ 2,664	\$ 170	\$ -	\$ 2,834
	Meetings (2)		8						8	8					24	\$ -	\$ -	\$ -	\$ -
	Field Visit							4	4						8	\$ 3,560	\$ 204	\$ -	\$ 3,764
	Data Collection							4	4						8	\$ 1,196	\$ 95	\$ -	\$ 1,291
	Develop Cross Sections according to design							2	4						6	\$ 1,196	\$ 68	\$ -	\$ 1,264
	Update HEC-RAS models with revised layout (Existing Conditions Model)							4	12						16	\$ 858	\$ 51	\$ -	\$ 909
	Determine geometry/size of 1 selected design (bridge, culvert, arch) at 2 locations (Post Project Model)						4	20	40						64	\$ 2,236	\$ 136	\$ -	\$ 2,372
	Perform Scour Analysis (2 crossings)						2	12	24						38	\$ 9,368	\$ 544	\$ -	\$ 9,912
	Write TXDOT Hydraulic Report						8	16	40	20					84	\$ 5,542	\$ 323	\$ -	\$ 5,865
	Up to two Hydraulic plan sheets per crossing							4	8	20					32	\$ 11,620	\$ 1,044	\$ -	\$ 12,664
	Geomorphology Review										20				20	\$ 3,856	\$ 272	\$ -	\$ 4,128
	Drainage QC		8					16							24	\$ 2,600	\$ 170	\$ -	\$ 2,770
	Drainage Design Support							16	16						32	\$ 3,872	\$ 204	\$ -	\$ 4,076
	Survey															\$ 4,784	\$ 272	\$ -	\$ 5,056
	Property Map															\$ -	\$ -	\$ -	\$ -
	Topographic Survey															\$ -	\$ -	\$ 3,630	\$ 3,630
	ROE Letters															\$ -	\$ -	\$ 26,730	\$ 26,730
	ROW Documents															\$ -	\$ -	\$ 2,338	\$ 2,338
	Easement Documents															\$ -	\$ -	\$ 10,725	\$ 10,725
	SUE (Level B)															\$ -	\$ -	\$ 8,580	\$ 8,580
	Total Basic Services Hours		127	391	292	32	14	106	160	40	20	18			1,200	\$ 153,642	\$ 11,231	\$ 60,803	\$ 225,676
	Total Basic Services Labor Effort		\$ 18,542	\$ 50,830	\$ 26,572	\$ 6,304	\$ 2,758	\$ 17,914	\$ 20,800	\$ 4,280	\$ 2,600	\$ 3,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Kennedale
New Hope Road
4/8/2016
Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 225,676
Special	\$ -
Total Project	\$ 225,676

Phase	Task	Expenses	Tech Charge	Miles	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format Bond - B&W (sq. ft.)	Lg Format Glossy/Mylar - B&W (sq. ft.)	Lg Format Vinyl/Adhesive - B&W (sq. ft.)	Lg Format Bond - Color (sq. ft.)	Lg Format Glossy/Mylar - Color (sq. ft.)	Lg Format Vinyl/Adhesive - Color (sq. ft.)	Other	Other	Other	Total Exp Effort
		Roadway Design (Up to 90%)															\$ -
		Site Visits (Up to 3)	18	150													\$ 234
		Update Plan Layout	60														\$ 510
		Update Profile Layout	60														\$ 510
		Prepare Cross Sections	52														\$ 442
		Prepare retaining wall layouts	64														\$ 544
		Prepare grading plans	64														\$ 544
		Storm drain area and inlet layout	88														\$ 748
		Storm drain pipe layout and sizing	88														\$ 748
		Storm drain profile	48														\$ 408
		Prepare striping layout	28														\$ 238
		Prepare 60% submittal package	100		2,000	20	10										\$ 1,058
		Respond to 60% submittal comments and prepare 90% submittal package	100		2,000	20	10										\$ 1,058
		Design Coordination & Meetings (Up to 6)	54	300		60											\$ 636
		Utility Coordination	20														\$ 170
		Hydraulic Analysis															\$ -
		Meetings (2)	24														\$ 204
		Field Visit	8	50													\$ 95
		Data Collection	8														\$ 68
		Develop Cross Sections according to design	6														\$ 51
		Update HEC-RAS models with revised layout (Existing Conditions Model)	16														\$ 136
		Determine geometry/size of 1 selected design (bridge, culvert, arch) at 2 locations (Post Project Model)	64														\$ 544
		Perform Scour Analysis (2 crossings)	38														\$ 323
		Write TXDOT Hydraulic Report	84											300			\$ 1,044
		Up to two Hydraulic plan sheets per crossing	32														\$ 272
		Geomorphology Review	20														\$ 170
		Drainage QC	24														\$ 204
		Drainage Design Support	32														\$ 272
		Survey															\$ -
		Property Map															\$ -
		Topographic Survey															\$ -
		ROE Letters															\$ -
		ROW Documents															\$ -
		Easement Documents															\$ -
		SUE (Level B)															\$ -
		Total Basic Services Items	1,200	500	4,000	100	20	-	-	-	-	-	-	300	-	-	
		Total Basic Services Expenses Effort	\$ 10,200	\$ 270	\$ 400	\$ 25	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330	\$ -	\$ -	\$ 11,231

City of Kennedale
 New Hope Road
 4/8/2016
 Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 225,676
Special	\$ -
Total Project	\$ 225,676

Phase	Task	Subconsultants	Gorron dona	[Name 2]	[Name 3]	[Name 4]													Total Sub Effort
		Survey																	\$ -
		Property Map	3,300																\$ 3,630
		Topographic Survey	24,300																\$ 26,730
		ROE Letters	2,125																\$ 2,338
		ROW Documents	9,750																\$ 10,725
		Easement Documents	7,800																\$ 8,580
		SUE (Level B)	8,000																\$ 8,800
Total Basic Services Subconsultants Cost			\$ 55,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Basic Services Subconsultants Effort			\$ 60,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,803

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-37600

Date Filed:
04/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freese and Nichols, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Kennedale

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
New Hope Road
Engineering Services for New Hope Road Amendment #1

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hatley, Tricia	Oklahoma City, OK United States	X	
New, John	San Antonio, TX United States	X	
Payne, Jeff	Dallas, TX United States	X	
Haster, Thomas	Fort Worth, TX United States	X	
Nichols, Mike	Austin, TX United States	X	
Lemons, Ron	Fort Worth, TX United States	X	
Pence, Robert	Fort Worth, TX United States	X	
Gooch, Tom	Fort Worth, TX United States	X	
Herchert, Robert	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jessica Brown, this the 8th day of April, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath Kelly Jean Shriver Printed name of officer administering oath Notary Public Title of officer administering oath



STAFF REPORT TO THE BOARD OF DIRECTORS

Date: April 18, 2016

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Discuss potential TIRZ plan amendment to include park land acquisition and elimination of a sewer line extension

II. Originated by:

III. Summary:

Information on this item will be provided at the meeting.

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments: