

**KENNEDALE CITY COUNCIL AGENDA
REGULAR WORK SESSION AND SPECIAL MEETING
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
MONDAY, JULY 2, 2018, AT 5:30 PM**

I. CALL TO ORDER

NOTE: Pursuant to §551.071, Texas Government Code, City Council reserves the right to adjourn into Executive Session at any time during the Work Session or the Special Meeting to discuss posted Executive Session items or to seek legal advice from the City Attorney on any item posted on the agenda.

II. WORK SESSION

- A. Receive a report and provide staff direction regarding the process and schedule for updating long- and short-range comprehensive planning and economic development strategies
- B. Receive an update and hold a discussion regarding the FY2019 budget calendar and public hearings schedule

III. SPECIAL MEETING

IV. ROLL CALL

V. DECISION ITEMS

- A. Consider Approval of Amendment 2 to the Engineering Contract with Freese and Nichols for the TxDOT New Hope Road Bridge Replacement Project
- B. Consider approval of the engineering contract with Freese and Nichols for the local match projects related to the New Hope Road Bridge TxDOT Bridge Replacement Project
- C. Consider approval of Resolution 525, authorizing the Mayor to sign the Advanced Funding Agreement (AFA) for the New Hope Road Bridge Replacement Project with TXDOT
- D. Consider appointing the Chair and Vice Chair of the Planning & Zoning Commission

VI. EXECUTIVE SESSION

The City Council may meet in Closed Session at any time during the Work Session or the Special Meeting, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda.

VII. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

VIII. ADJOURNMENT

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CITY OF KENNEDALE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING 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 DO HEREBY CERTIFY THAT A COPY OF THE JULY 2, 2018 AGENDA WAS POSTED ON THE BULLETIN BOARD NEXT TO THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE; KENNEDALE, TX 76060), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.


LESLIE GALLOWAY, CITY SECRETARY

Staff Report to the Honorable Mayor and City Council

Date: July 2, 2018

Agenda Item No: WORK SESSION - A.

I. Subject:

Receive a report and provide staff direction regarding the process and schedule for updating long- and short-range comprehensive planning and economic development strategies

II. Originated by:

Melissa Dailey, Community Development Director

III. Summary:

Community Development Director Melissa Dailey made a presentation to the City Council regarding these topics at the Monday, June 11 Work Session. An update on plans for presenting this same information to the public through various forums will be provided by staff.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

Staff respectfully requests direction from Council regarding these topics.

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: July 2, 2018

Agenda Item No: WORK SESSION - B.

I. Subject:

Receive an update and hold a discussion regarding the FY2019 budget calendar and public hearings schedule

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

Finance Director Brady Olsen made a presentation to the City Council regarding these topics at the Monday, June 11 Work Session, and a summary will be provided during the Work Session at the request of Council.

Staff is currently in the process of scheduling dates and times for upcoming budget and tax rate discussions and hearings. Listed below is the tentative schedule that has been developed. In addition to the dates listed below, Council can – as needed – devote additional work session time to budget discussions at regular and/or special meetings in August.

STAFF RESPECTFULLY REQUESTS DIRECTION FROM COUNCIL REGARDING THE FOLLOWING PROPOSED SCHEDULE:

- **Thursday, August 9 at 5:30 p.m.**
Budget Workshop: City Manager's Proposed Budget presented to Council
- **Thursday, August 23 at 5:30 p.m.**
Second Budget Workshop
- **Thursday, September 6 at 7:00 p.m.**
Public Hearing on the FY18-19 Budget and First Public Hearing on the 2018 Tax Rate
- **Friday, September 14 at 2:00 p.m.**
Second Public Hearing on the 2018 Tax Rate
- **Monday, September 17 at 7:00 p.m.**
Regular Meeting: Adoption of Budget and Tax Rate

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: July 2, 2018

Agenda Item No: DECISION ITEMS - A.

I. Subject:

Consider Approval of Amendment 2 to the Engineering Contract with Freese and Nichols for the TxDOT New Hope Road Bridge Replacement Project

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

For additional information, please refer to City Manager George Campbell's memo sent via email on Friday, June 29. Items V.A., V.B, and V.C. are all related, and each first appeared on the May 21 agenda, but were postponed at the request of Council. During the June 18 Work Session, Alex Garcia of Freese and Nichols presented an overview of this project, including progress and considerations.

ADDITIONAL BACKGROUND:

In June 2015, Council approved a contract for \$172,635 with Freese and Nichols for the design of a four-lane roadway for the entire length of New Hope Road within Kennedale. In April of 2016, Amendment 1 shifted the focus to the southern 3,000 feet of roadway, which includes a culvert selected by TxDOT as an off-system bridge replacement project. The updated contract provided 90% of the design necessary for this future project that TxDOT would be generating, increasing the cost to \$225,676.

The current consideration – Amendment 2 – focuses on the TxDOT-related design requirements and will be the basis of TxDOT-generated bid and construction documents. The contract cost is now \$310,000, which includes a credit of \$53,000 from Amendment 1 applied towards the Amendment 2 price of \$363,000. The New Hope Road Bridge Replacement Project would be constructed by TxDOT. The project is scheduled to be let for bidding in August 2020.

IV. Fiscal Impact Summary:

Funding for this project will need to be appropriated in FY19, through the operating budget as either an operating expense or through the issuance of debt.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	CURRENT CONSIDERATION_Amendment 2 (2018)	Amend2 (2018).pdf
2.	HISTORICAL Amendment 1 (2016)	Amendment 1 2016.pdf
3.	HISTORICAL_TxDOT New Hope Bridge Replacement Original Contract 2015	TxDOT New Hope Bridge Replacement Original Contract 2015.pdf

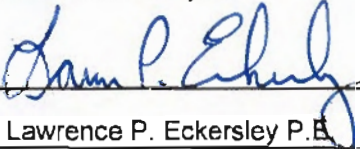

CONTRACT CHANGE AUTHORIZATION
Amend #2

Client: City of Kennedale 923 E. Kennedale Parkway Kennedale, TX 76060 Attn: Larry Hoover	FNI Project No.: KEN15333	
	Client Contract Ref.:	
	Date: January 18, 2018	
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 Three Hundred Ten Thousand Dollars (\$310,000).		
	Original Contract	\$172,635
	Amendment #1	\$225,676
	Amendment #2	\$310,000
	Revised Total Contract	\$708,311
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: 
 Lawrence P. Eckersley P.E.
 Print Name

BY: _____

 Print Name

TITLE: Principal & COO

TITLE: _____

DATE: January 23, 2018

DATE: _____

New Hope Road

Scope of Services – Contract Amendment #2

Description

The City of Kennedale has received funding through TxDOT's off-system bridge replacement program. As part of this process, TxDOT has requested that the City be responsible for obtaining the engineering design for this off-system bridge replacement. This project will be for the creek crossing approximately 1400 linear feet north of Hudson Village Creek Road. The preliminary design completed showed this as four (4) 10'x6' reinforced concrete box culverts. This project will construct two (2) concrete divided lanes for approximately 200' of New Hope Road with median curbs and open drainage on the outside edges. These lanes will be positioned to match up with the ultimate 4 lane divided roadway in this section. The pavement will then be transitioned in asphalt (approximately 275' on each side) to match the existing roadway pavement. This project will be reviewed, approved and let by TxDOT. TxDOT will also manage construction of the project.

Roadway Design

1. General
 - a. FNI will hold a kickoff meeting for the project with both TxDOT and the City of Kennedale.
 - b. FNI will visit the project to review current conditions.
 - c. FNI will be available to assist the City with setting the project up with TxDOT. This will include reviewing and providing guidance regarding the Advanced Funding Agreement, Design Summary Report, and providing other guidance regarding required documentation to be completed by the City at TxDOT's request.
 - d. Meetings and Coordination
 - i. FNI will attend up to four (4) progress review meetings with the City and/or TxDOT
 - ii. FNI will attend up to four (4) other various coordination meetings. These may include meetings with property owners, franchise utility companies, etc.
 - iii. FNI will coordinate with franchise utilities near the project to notify them of the project and respond to questions regarding FNI's design. FNI will endeavor to obtain anticipated clearance or conflict communication. FNI will periodically contact franchise utilities which are in conflict regarding anticipated relocation plan and timing ahead of and during construction.
2. 60% Submittal Package – Project is anticipated to include the following elements. Elements not identified below may be considered an additional service. Each submittal will also include an internal quality control review, updated opinion of probable cost and preparation of required forms for TxDOT (1002 Form, comment responses, etc.)
 - a. General
 - i. Cover sheet
 - ii. Index
 - iii. Project Layout
 - iv. Survey Control
 - v. Quantity Summaries
 - vi. General Notes

- vii. Typical Sections
 - b. Traffic Control
 - i. Construction Phase Narrative
 - ii. Construction Phase Typical Sections
 - iii. Phase I Layout
 - iv. Phase II Layout
 - v. Traffic Control Details
 - c. Roadway
 - i. Geometric Data
 - ii. Removal Layout
 - iii. Paving Plan and Profile
 - iv. Driveway Layout
 - v. Retaining Wall Plan and Profile
 - vi. Grading Plan
 - vii. Roadway Standard Details
 - d. Drainage – it is assumed that the roadway lanes will be uncurbed on the outside and therefore not require closed drainage system. Closed drainage design beyond the cross culvert will be an additional service.
 - i. CULVERT DRAINAGE AREA MAP
 - ii. CULVERT CALCULATIONS
 - iii. CULVERT PLAN AND PROFILE
 - iv. Street drainage area map
 - v. Hydraulic Calculations (for roadside ditches)
 - vi. Drainage Standard Details
 - e. Utilities
 - i. Existing Utility Layout (proposed utility relocations not to be shown)
 - f. Pavement Markings and Signage
 - i. Pavement Marking Layout
 - ii. Signage Layout
 - iii. Summary of Small Signs
 - iv. Markings and Signage Standard Details
 - g. Environmental
 - i. SW3P Layout (EPIC sheet will be prepared by TxDOT)
 - ii. Erosion Control Standard Details
- 3. 90% Submittal, 95% & Final Submittals
 - a. All the elements shown above will be updated based on TxDOT review comments.
 - b. Preparation of Contract Time estimate
- 4. Bid Phase. It is anticipated that this project will be let by TxDOT.
 - a. FNI will attend a pre-bid meeting (if one is held) and be available to answer questions regarding the project.
 - b. FNI will assist with responding to questions by potential bidders during the project advertisement period.
 - c. FNI will prepare addenda as necessary during the advertisement period.

5. Construction Phase. It is anticipated that the construction contract will be administered by TxDOT.
 - a. FNI will attend a pre-construction meeting.
 - b. FNI will attend weekly progress meetings as requested (Up to 34)
 - c. FNI will attend up to eight (8) site visits.
 - d. FNI will review and respond to contractor requests for information regarding the plans.
 - e. FNI will review submitted shop drawings for conformance with design. Approval does not relieve the contractor of adherence to the contract drawings unless explicitly stated.
 - f. FNI will review change orders for general conformance with the construction plans or construction revisions. Detailed review regarding rates, hours, etc. will remain the responsibility of TxDOT.
 - g. FNI will attend a final walkthrough and provide a listing of potential deficiencies to TxDOT for incorporation into the overall list prepared by TxDOT.
 - h. Provide as-built drawings (if requested).

Additional services

- Design, bid and construction phase services required for the project to be locally let. It is assumed the project will remain state let.
- Project Manual preparation. This is anticipated to be completed by TxDOT for a TxDOT let contract.
- Preparation of bid analysis, recommendation letter, contracting, meeting administration, submittal and RFI tracking, and other items associated with advertising and constructing the project as TxDOT will be responsible for these items.
- Environmental permitting for the project. TxDOT's communication identified that they will be responsible for preparing this permitting effort.

Hydraulic Analysis

1. FNI will adjust the cross-section layout for the HEC-RAS model based on the design alignment if necessary.
2. FNI will evaluate one box culvert design configuration for the crossing to determine the geometry required to meet the design objectives and criteria.
3. FNI will evaluate scour potential for the stream channel running parallel to the road on the upstream side of the crossing. The results of this analysis will be used to evaluate measures to protect the road embankment or retaining wall.
4. 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 crossing 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.

Geotechnical

The proposed geotechnical scope of work for the project will consist of field exploration, laboratory testing, engineering analysis, and reporting, as presented below. This section of New Hope Road is underlain by the Woodbine geologic formation. The surficial soils will be clay soils that will transition into shale and sandstone bedrock of the Woodbine.

The geotechnical report will comprise a memorandum with the purpose of characterizing the subsurface materials at the project site as they relate to pavement design, subgrade treatment and preparation, geotechnical design for the culvert and bridge walls, and recommendations associated with earthwork and constructability.

1. Field Exploration

- a. Select and mark 2 boring locations and notify Texas 811, appropriate City department(s) to request location and marking of existing underground utilities prior to the field exploration. The 2 borings will provide subsurface information for the approximately 750-foot long roadway section with borings on both ends of the project.
- b. The existing New Hope Road at this section is a 2-lane asphalt road. Due to fence lines and overhead utilities on both sides of the road, there does not appear to be sufficient clearance for drilling rig access as the rig operating area would extend into the roadway. Therefore, the exploratory core borings will be drilled through the existing pavement or just off the edge of the pavement. Drilling through the pavement will require closing one lane of traffic during the drilling which includes traffic control and flagmen to route traffic around the drilling equipment.
- c. Subcontract with a geotechnical drilling contractor to drill a maximum of 2 borings to a maximum depth of 40 feet each, or until 5 feet of competent bedrock material has been penetrated, whichever is less, with a minimum borehole depth of 30 feet. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings and the pavement surface patched.
- 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 per the Unified Soil Classification System (USCS).

2. Laboratory Testing

- a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.

- b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - ii. Moisture content
 - iii. Dry unit weight
 - iv. Unconfined compressive strength
 - v. Lime series (pH method)
 - vi. Soluble sulfate content
 - vii. Overburden Swell

3. Engineering Analysis

Prepare a technical memorandum of the geotechnical investigation to include:

- a. Attachments with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
- b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
- c. Recommendations for pavement subgrade treatment.
- d. Pavement thickness calculations. These calculations require design traffic volumes which will be determined by FNI design engineers as a part of the project.
- e. Foundation support of the proposed box culvert.
- f. Foundation and stability parameters for the proposed walls.
- g. Lateral earth pressures for subsurface structures.
- h. General discussion of expected construction related issues.
- i. Earthwork related recommendations for use during development of the plans and specifications.

Schedule

- FNI will provide 60% design plans 10 weeks after notice to proceed
- FNI will provide 90% design plans 5 weeks after receipt of comments on previous submittal.
- FNI will provide 95% design plans 4 weeks after receipt of comments on previous submittal.
- FNI will provide 100% design plans 3 weeks after receipt of comments on previous submittal.

Kelly Shriver

From: Alex Garcia
Sent: Wednesday, April 13, 2016 4:41 PM
To: 'Bob Hart (bhart@cityofkennedale.com)'
Subject: RE: New Hope Road Contract Amendment #1

Bob,

Under the hydraulic analysis section of the scope, I mistakenly left in item #2 but removed it from the hours. This item is not anticipated for this project, so if you are agreeable, I would like to strike that item from the scope of services.

Alex Garcia, PE, PTOE

Freese and Nichols, Inc.

4055 International Plaza, Suite 200
Fort Worth, TX 76109-4895
Direct: (817) 735-7321
Blog: <http://www.freese.com/onward-upward>

From: Alex Garcia
Sent: Friday, April 08, 2016 4:59 PM
To: 'Bob Hart (bhart@cityofkennedale.com)' <bhart@cityofkennedale.com>
Cc: Mazen Kawasmi <Mazen.Kawasmi@freese.com>; Brian Coltharp <BCC@freese.com>; Chris Bosco <CB@freese.com>
Subject: New Hope Road Contract Amendment #1

Bob,

Attached you will find our contract amendment for New Hope Road. We are 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. I have included the following documents detailing out the anticipated work:

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

Please review and let me know if you have any questions regarding this proposal. We appreciate the opportunity on this project and look forward to continuing our partnership with Kennedale.

Have a great weekend!

Alex Garcia, PE, PTOE

Freese and Nichols, Inc.

4055 International Plaza, Suite 200
Fort Worth, TX 76109-4895
Direct: (817) 735-7321
Blog: <http://www.freese.com/onward-upward>

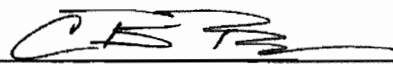

CONTRACT CHANGE AUTHORIZATION
Amend #1

Client: City of Kennedale 923 E. Kennedale Parkway Kennedale, TX 76060 Attn: Bob Hart	FNI Project No.: KEN15333 Client Contract Ref.: 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)										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"></td> <td style="width: 30%;">Original Contract</td> <td style="width: 30%; text-align: right;">\$172,635</td> </tr> <tr> <td></td> <td>Amended Amount</td> <td style="text-align: right;">\$225,676</td> </tr> <tr> <td></td> <td>Revised Total Contract</td> <td style="text-align: right;">\$398,311</td> </tr> </table>			Original Contract	\$172,635		Amended Amount	\$225,676		Revised Total Contract	\$398,311
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	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										

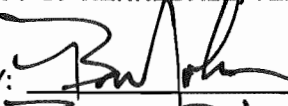
The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

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

FREESE AND NICHOLS, INC.:

BY: 
Chris B Bosco
 Print Name
 TITLE: Principal
 DATE: Principal 4/8/16

CITY OF KENNEDALE, TEXAS:

BY: 
Brian Johnson
 Print Name
 TITLE: Mayor
 DATE: 4/8/16

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

Please see April 2016 email from
Alex Garcia (Freese and Nichols)
to then-City Manager Bob Hart

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

AGREEMENT FOR PROFESSIONAL SERVICES

KEN 15333

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by City of Kennedale, Texas, 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: New Hope Road from US 287B to Hudson Village Creek. Paving improvements for a 1.8 mile four lane divided roadway.
- 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 \$172,635. 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 29th day of June 2015.

ATTEST:

Lislie Holloway



City of Kennedale, Texas
(OWNER)

By: Brian Johnson

Brian Johnson, Mayor
Print or Type Name and Title

ATTEST:

Mazon H. Kawasmi

Freese and Nichols, Inc.
(FNI)

By: Brian C. Coltharp

Brian C. Coltharp, V.P.
Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Project Description:

The following scope of services has been prepared to assist the City of Kennedale (City) with professional engineering and environmental services associated with the proposed New Hope Road expansion project. It is our understanding that the City is proposing to upgrade a 1.8 mile, 2-lane roadway generally from north to south from U.S. Business Hwy 287 to Hudson Village Creek Road in Kennedale, Tarrant County, Texas to a 4-lane divided roadway. The roadway is assumed to be designed and constructed in two phases, with half of the travel lanes in each phase. The schematic design proposed in this contract will consider both of these phases. The roadway would cross three unnamed tributaries of Village Creek with three culvert replacements and have an at-grade railroad quiet zone crossing.

The design services are broken into two phases. The first phase will be alignment study leading up to the TxDOT bridge replacement. The TxDOT bridge replacement location is located approximately 1,400 feet north of Hudson Village Creek Road. This study will look at the north and south roadway approaches approximately 1,000 feet in each direction. The second phase will be the remainder of the alignment limits. All scope applies to both phases except as otherwise noted. The breakdown of effort for each phase is included in Attachment CO – Compensation.

ARTICLE I

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

A. SCHEMATIC DESIGN

- a. **Data Collection and Site Visit.** FNI will review as-built drawings and proposed development plans in the project area provided by OWNER for implementation into design. FNI will visit the site to document existing conditions.
- b. **Preliminary Alignment Study.** In order to develop a preliminary alignment, FNI will identify site constraints, develop a typical roadway section, develop drainage crossing alternatives, and roadway alignment alternatives. FNI will prepare exhibits showing these alternatives as part of a preliminary alignment study. The deliverable for this task will be a technical memo documenting project issues and approaches taken to develop a preferred alignment. FNI will provide three (3) hard copies of this memo and a PDF.
 - i. **Identify Site Constraints.** FNI will review topography, parcel impacts, environmentally sensitive areas, existing utility lines (based on information provided by utility companies), etc to establish existing site constraints for the project.
 - ii. **Develop Roadway Typical Section.** FNI will develop typical section alternatives to fit within the preferred right-of-way width to accomplish the goals set forth in the TRZ (Transportation Reinvestment Zone) document in regards to travel options for drivers, bicyclists and pedestrians. It is assumed that this project will be built in two phases with half of the lanes built in the first phase and the remaining lanes built at a later date.
 - iii. **Develop Drainage Crossing Alternatives.** FNI will consider the design approach for each of the drainage crossings to include elevation of the roadway and the size of drainage crossing (including bridge if applicable).
 - iv. **Develop Roadway Alignment Alternatives.** FNI will prepare exhibits to show specific design alternatives regarding alignments. FNI will provide discussion of the positives and negatives of each design alternative for consideration.

- c. **Design Schematic.** FNI will develop a design schematic showing the plan and profile of the proposed roadway. Bridge/culvert locations will be identified in plan and profile with preliminary sizing. The deliverable will be a plan and profile design schematic with up to two (2) revisions. Two (2) hard copies of the schematic and a PDF will be provided at each submittal. A detailed topographic survey will not be provided. Vertical design will be preliminary based on available one (1) foot GIS data. For Phase I design limits will be included with Phase II submittals.
- d. **Meetings.** Up to two (2) meetings in Phase I and six (6) meeting in Phase II with the client and/or affected property owners.
- e. **TxDOT Bridge Replacement Design Review and Coordination. (Phase I only)** FNI will coordinate with TxDOT and OWNER regarding their planned bridge replacement approximately 1,400 feet north of Hudson Village Creek Road on New Hope Road. FNI will review alignment and layout of bridge design and hydraulics to verify compliance with City standards and the New Hope Road reconstruction.

B. PROPERTY MAP SURVEY

- a. **Design Survey.** Research parcels/lots along the proposed route and obtain copies of subdivision plats, utility easements and metes & bounds deeds. Prepare a deed sketch and locate property corners and establish existing right-of-way lines. Analyze and calculate the right-of-way and property lines of adjoining parcels. Addresses of parcels/lots shall be obtained and shown on the final design drawing. Provide a digital map in MicroStation V8i format, showing current ownership, addresses, easements and found property corners.

C. HYDRAULICS AND HYDROLOGY

- a. **Data Collection:** FNI will obtain FEMA FIS reports, Hydrologic and/or Hydraulic models, effective LOMRs etc. as needed as well as obtain the draft VC-4 watershed models produced by Halff Associates for analysis of the existing and proposed crossings.
- b. **Hydrology:** FNI will utilize the draft HEC-HMS models developed by Halff Associates for the VC-4 watershed. FNI will review these models for general appropriateness and notify the Owner if additional modeling is necessary. The 100-year fully developed discharge will be approximated from these models existing conditions models.
- c. **Hydraulic Analysis:** FNI will model the existing and proposed crossings at schematic level using the HEC-RAS models developed by Halff Associates for the VC-4 watershed. FNI will review these models for general appropriateness and notify the Owner if additional modeling is necessary. FNI will update these models with design topography in the area of the road if available. Minor drainage crossings will be analyzed using CulvertMaster or HY-8.
- d. **Crossing Sizing:** A single recommended schematic culvert size will be determined for four identified stream crossings. The culverts will be sized to convey the approximated fully developed 100-year event as well as be sized to cause no adverse impact to the floodplain under existing land use conditions unless infeasible.
- e. **Technical Memorandum:** FNI will produce a technical memorandum describing the hydrology and hydraulic assumptions, methodologies, and results including recommended schematic crossing sizes. The technical memorandum will also discuss floodplain regulatory considerations and FEMA coordination for final design and post-construction.

D. ENVIRONMENTAL
PHASE I

Phase I of the project consists of the south 0.47 mile (2,500 linear feet) of proposed New Hope Road expansion project area.

Task 1. 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.

Task 2. Conduct Pedestrian Survey

FNI will conduct a pedestrian survey along the existing roadway right-of-way (ROW) to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.

Task 3. 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 is expected to exceed one or both of these thresholds, coordination with THC is assumed to be required. FNI will draft a consultation letter to the THC for City's review and comment. FNI will incorporate 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 upon written authorization.

Task 4. Prepare Technical Memorandum

Based on our understanding of the proposed project, it appears that the pipeline could be constructed to meet the terms and conditions of NWP 14, without requiring notification to 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. This memorandum will also include a discussion of how the proposed project would meet the terms and conditions of NWP 14, without requiring notification to the USACE. The draft technical memorandum will be submitted to the City for review and comment. After incorporating City's comments into the document, FNI will submit a final technical memorandum to the City.

PHASE II

Phase II of the project consists of the north 1.33 miles (7004 linear feet) of proposed New Hope Road expansion project area.

Task 1. 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.

Task 2. Conduct Pedestrian Survey

FNI will conduct a pedestrian survey along the existing roadway right-of-way (ROW) to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.

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Based on our understanding of the proposed project, it appears that the pipeline could be constructed to meet the terms and conditions of NWP 14, without requiring notification to 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. This memorandum will also include a discussion of how the proposed project would meet the terms and conditions of NWP 14, without requiring notification to the USACE. The draft technical memorandum will be submitted to the City for review and comment. After incorporating City's comments into the document, FNI will submit a final technical memorandum to the City.

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. Design of the Project beyond schematic design as outlined in Article I.
- B. Providing detailed topographic survey.
- C. Field layouts or the furnishing of construction line and grade surveys.

- D. GIS mapping services or assistance with these services.
- E. Preparation of right-of-way and/or easement legal documents.
- F. Providing renderings, model, and mock-ups requested by the OWNER.
- G. 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.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. 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.
- J. 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.
- K. 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.
- L. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- M. Provide Geotechnical investigations, studies and reports.
- N. Additional Environmental Services:
 - 1. Preparation of a Pre-Construction Notification (PCN) for submittal to the USACE.
 - 2. Conducting an archeological survey along the proposed roadway alignments.
 - 3. Formal delineations of potential waters of the U.S.
 - 4. Preparation of a preliminary Jurisdictional Determination report.
 - 5. Conduct a tree survey as per the Kennedale, Texas Code of Ordinances; Chapter 16 (*Recreation and Cultural Activities*); Article VI (*Natural Resource Management*).
 - 6. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
 - 7. Preparation of an individual 404 permit application (IP).
 - 8. Presence/absence surveys for federally listed threatened/endangered species.
 - 9. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
 - 10. Application for General Land Office Easement.
 - 11. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
 - 12. Other environmental services not specifically defined in this scope of services.

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:

Phase I

Preliminary Alignment Study – 4 months after notice to proceed

Preliminary Design Schematic – 1 month after preliminary alignment study meeting

Final Design Schematic – 1 month after schematic review meeting

Phase II (separate notification from City required prior to commencing work)

Preliminary Alignment Study – 4 months after notice to proceed

Preliminary Design Schematic – 1 month after preliminary alignment study meeting

Final Design Schematic – 1 month after schematic review meeting

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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- J. 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
923 E. Kennedale Parkway
Kennedale, TX 76060
Phone: 817-975-2171
E-mail: lledbetter@cityofkennedale.com

FNI's Designated Representative –

Mazen Kawasmi
4055 International Plaza, Suite 200
Fort Worth, TX 76109
Phone: 817-735-7432
Fax: 817-735-7491
E-mail: mhk@freese.com

FNI's Accounting Representative –

Stephanie Steinmetz
2711 N. Haskell Ave., Ste. 3300
Dallas, TX 75204
Phone: 214-217-2212
Fax: 214-217-2201
E-mail: stephanie.steinmetz@freese.com

COMPENSATION

Lump Sum: Compensation to FNI shall be the lump sum total of One Hundred Seventy Two Thousand Six Hundred Thirty Five Dollars and No Cents (\$172,635). This compensation will be broken into Phase I and Phase II as described in Attachment SC. Phase I compensation shall be a lump sum total of Sixty-Two Thousand Nine Hundred Seventy Nine Dollars and No Cents (\$62,979) and shall be authorized by this contract approval. Phase II compensation shall be a lump sum total of One Hundred Nine Thousand Six Hundred Fifty Six Dollars and No Cents (\$109,656) and shall require separate written approval prior to commencement of work. 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>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

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

\$8.50 per hour

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

Travel

Standard IRS Rates

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 rates will be adjusted annually.

1022015

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

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.

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Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

Travel

Standard IRS Rates

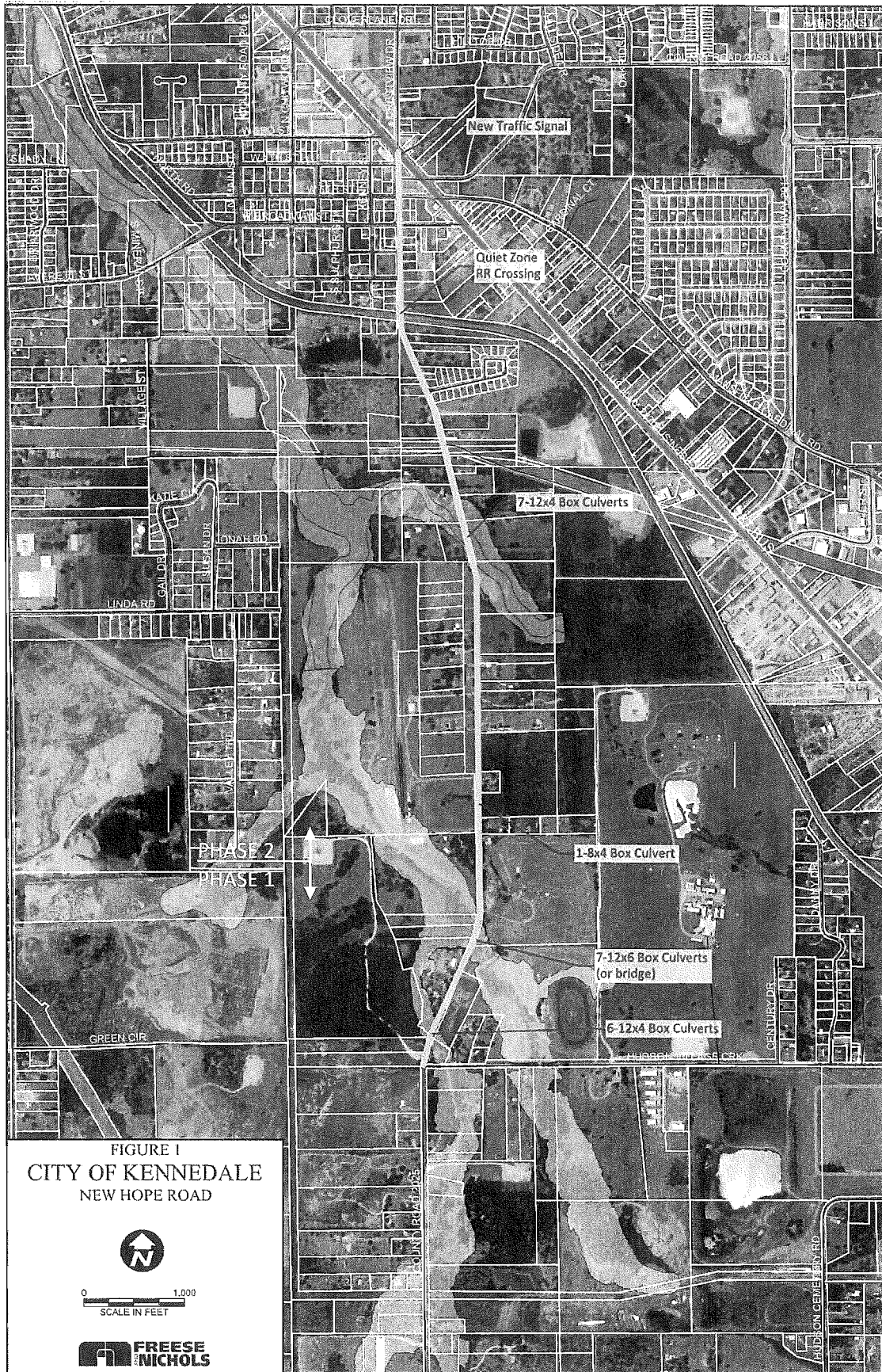
OTHER DIRECT EXPENSES:

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 rates will be adjusted annually.

1022015

Exhibit A – Project Overview Map



Staff Report to the Honorable Mayor and City Council

Date: July 2, 2018

Agenda Item No: DECISION ITEMS - B.

I. Subject:

Consider approval of the engineering contract with Freese and Nichols for the local match projects related to the New Hope Road Bridge TxDOT Bridge Replacement Project

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

For additional information, please refer to City Manager George Campbell's memo sent via email on Friday, June 29. Items V.A., V.B, and V.C. are all related, and each first appeared on the May 21 agenda, but were postponed at the request of Council. During the June 18 Work Session, Alex Garcia of Freese and Nichols presented an overview of this project, including progress and considerations.

ADDITIONAL BACKGROUND:

Freese and Nichols Engineering submitted a contract (attached) in the amount of \$37,524 for the design and the facilitation of construction of the two local match projects associated with the New Hope Road Bridge Project, as identified in Resolution 522 that was adopted by the City Council in April of 2018. The contract covers the entire project from start to finish, including design, bidding, and construction. The local match projects will be a locally let, meaning that the City will be responsible for completion of all aspects of the projects while adhering to TxDOT requirements, including the completion of these two projects within three years of approval by the State.

IV. Fiscal Impact Summary:

Funding for this project will need to be appropriated in FY19, through the operating budget as either an operating expense or through the issuance of debt.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Valley and Averett Roads Agreement	Valley_Averett_Agreement.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 "City" 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: City agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; City agrees to pay to FNI compensation. The Project is described as follows: Structural Repairs to Bridges at Averett Road and Valley Lane.
- 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 City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$37,524.
If FNI's services are delayed or suspended by City, 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 City and FNI.

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

This Agreement constitutes the entire Agreement between City 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 _____, 2018.

ATTEST:

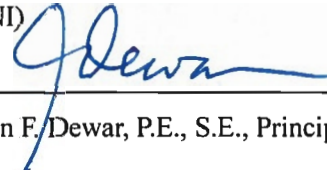
City of Kennedale
(City)

By: _____

Print Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

By:  _____

John F. Dewar, P.E., S.E., Principal & Vice-President

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services to the City of Kennedale for Design, Bid, and Construction Phase Services for Repair of the Averett Road and Valley Lane bridges. This work shall consist of spall repairs and guardrail installation along the Valley Lane Bridge and approaches, and minor stream stabilization to protect bridge piers and mill and overlay of Averett Road in vicinity of the creek crossing.

A. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Attend and facilitate initial design review meeting with City and design team.
2. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (surveys to be furnished as Additional Services, pursuant to Article II).
3. Conduct Environmental Review
 - a. *Task 1. Gather and Review Existing Information.* FNI will compile readily available existing information and prepare maps of the proposed project site in preparation for the site visit. 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. *Task 2. Conduct Pedestrian Survey.* FNI will conduct a site visit to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a PCN to the USACE.
 - c. *Task 3. Prepare Technical Memorandum.* Based on our understanding of the proposed project, it appears that the bridge rehabilitation project could be designed to meet the terms and conditions of NWP 14 without requiring notification to the USACE. Information gathered during the site visit 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. This memorandum will also include a discussion of how the proposed project would meet the terms and conditions of NWP 14 without requiring notification to the USACE. The draft technical memorandum will be submitted to the City for review and comment. After incorporating City's comments into the document, FNI will submit a final technical memorandum to the City.
4. Attend and facilitate 90% design review meeting with City and design team.
5. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
6. Upon final approval by City, FNI will provide City two (2) sets of "Final" drawings and specifications.

B. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

1. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
2. Prepare bid tabulation and letter of recommendation upon receipt of bids.

3. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. 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 City 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 City 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 City in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. 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.
3. 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.
4. Make two (2) visits appropriate to the stage of construction to the site (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 City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City. Visits to the site in excess of the specified number are an additional service.
5. 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.

6. Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
7. 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 City 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 City 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.
8. Conduct, in company with City'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.

ARTICLE II

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

- A. Field surveying required for the preparation of designs and drawings.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.
- D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- 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 City.
- F. Providing renderings, model, and mock-ups requested by the City.
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

- J. Preparing data and reports for assistance to City 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 City's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for City against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If City provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. City agrees that whenever FNI informs him in writing that any such personnel provided by the City are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- L. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- M. Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract Documents through modification of the electronic files and reprinting of the plans and specifications inclusive of the incorporated changes.
- N. Assisting City 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).
- O. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- P. Assisting City 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.
- Q. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- R. 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.
- S. Services required to resolve bid protests or to rebid the projects for any reason.
- T. 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.

- U. 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.
- V. Providing services after the completion of the construction phase not specifically listed in Article I.
- W. 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 City.
- X. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Z. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- AA. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- BB. Provide follow-up professional services during Contractor's warranty period.
- CC. Provide Geotechnical investigations, studies and reports.
- DD. Additional Environmental Services
 - a. Preparation of a Pre-Construction Notification (PCN) for submittal to the USACE.
 - b. Coordination with the Texas Historical Commission.
 - c. Conducting an archeological survey along the proposed pipeline alignments.
 - d. Formal delineations of potential waters of the U.S.
 - e. Preparation of a preliminary Jurisdictional Determination report.
 - f. Conduct a tree survey as per the Kennedale, Texas Code of Ordinances; Chapter 16 (*Recreation and Cultural Activities*); Article VI (*Natural Resource Management*).
 - g. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
 - h. Preparation of an individual 404 permit application (IP).
 - i. Presence/absence surveys for federally listed threatened/endangered species.
 - j. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
 - k. Application for General Land Office Easement.
 - l. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
 - m. Other environmental services not specifically defined in this scope of services.

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:

Pre-final plans (90%) – 8 weeks after notice-to-proceed

Final Plans (100%) – 8 weeks after review of 90% plans

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 City 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.

ARTICLE IV

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

- A. Designate in writing a person to act as City'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 City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City'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 City will require to be included in the drawings and specifications.
- C. 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.
- D. 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.
- E. 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 City 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.
- F. 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.
- G. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City 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 City 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 City 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. City 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 City 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 City 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 City designate the following representatives:

City's Designated Representative

Larry Hoover
150 N Little School Rd.
Kennedale, TX 76060
817-985-2170 Office
817-985-2115 Fax

FNI's Designated Representative

Alex Garcia, PE
4055 International Plaza, Suite 200
Fort Worth, TX 76109
817-735-7321 Office
aig@freese.com

FNI's Accounting Representative

Stephanie Kirchstein
4055 International Plaza, Suite 200
Fort Worth, TX 76109
214-217-2212 Office
Stephanie.kirchstein@freese.com

TERMS AND CONDITIONS OF AGREEMENT

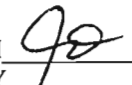
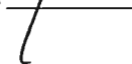
1. **DEFINITIONS:** The term City as used herein refers to the City of Kennedale, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** City, 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.

In the event of termination as provided in the Agreement, FNI shall deliver to the City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by FNI under this Agreement. In the event of any termination hereunder, FNI consents to City's selection of another consultant of the City's choice to assist the City in any way in completing the Project. Provided that FNI has been properly paid under this Agreement, FNI further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. FNI shall not be responsible or liable in any manner for City's use of unfinished work product or documents listed above.

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 CITY:** City 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 City and to the extent permitted by law, City 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 City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to City certificates of insurance which shall contain the following minimum coverage:

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

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City 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 City.
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 City upon payment of FNI's fees for services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and to the extent permitted by law, City 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

FNI 
CITY 

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 City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

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 City against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to City, 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 City 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 CITY.. 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.

Time for payment and interest on overdue amounts shall be governed by Chapter 2251, Texas Government Code. FNI may, after giving seven (7) days' written notice to CITY, 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:** CITY and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CITY 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.

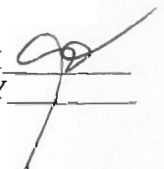
Neither CITY nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated 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.

16. **INDEMNITY.** FNI does hereby covenant and agree to release, indemnify and hold harmless CITY and its officials, officers, agents, representatives, employees, and invitees from and against any and all liability, claims, suits, demands and/or causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise by reason of death or injury to property or persons but only to the extent occasioned by any error, omission or negligent act of FNI, its officials, officers, agents, employees, invitees or other persons for whom FNI is legally liable with regard to the performance of this Agreement, and FNI will, at its own cost and expense, defend and protect CITY against any and all such claims and demands.
17. **INDEPENDENT CONTRACTOR.** FNI shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the City and FNI shall have the exclusive right to control services performed hereunder by FNI, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees and sub-consultants. Nothing herein shall be construed as creating a partnership or joint venture between City and FNI, its officers, agents, employees and sub-consultants; and the doctrine of respondeat superior has no application as between City and FNI.
18. **CONFLICT OF INTEREST.** FNI warrants to City that it 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 Project and business relationships with abutting property owners. FNI further warrants that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under the Agreement.
19. **STANDARD OF CARE.** All services provided by FNI hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering/design profession in the State of Texas applicable to such services on the type of Project contemplated by this Agreement, and FNI shall be responsible for all services provided hereunder whether such services are provided directly by FNI or by any consultants hired by FNI. FNI shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give this Project such priority in its office as is necessary to cause FNI's services hereunder to be timely and properly performed.
20. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in the Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
21. **GOVERNING LAW AND VENUE.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue shall lie in Tarrant County, Texas.

FNI
CITY



Staff Report to the Honorable Mayor and City Council

Date: July 2, 2018

Agenda Item No: DECISION ITEMS - C.

I. Subject:

Consider approval of Resolution 525, authorizing the Mayor to sign the Advanced Funding Agreement (AFA) for the New Hope Road Bridge Replacement Project with TXDOT

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

For additional information, please refer to City Manager George Campbell's memo sent via email on Friday, June 29. Items V.A., V.B, and V.C. are all related, and each first appeared on the May 21 agenda, but were postponed at the request of Council. During the June 18 Work Session, Alex Garcia of Freese and Nichols presented an overview of this project, including progress and considerations.

ADDITIONAL BACKGROUND:

In April 2018, the City Council approved resolution 522 that provided the Texas Department of Transportation (TxDOT) with a recommendation for two projects to apply the City's 10% match for the New Hope Road Bridge Replacement project.

The Averett Road and Valley Lane improvements were approved by TxDOT as fundable projects and the related Local Project Advance Funding Agreement (LPAFA) is attached. These two projects – with construction estimates totaling \$165,246.00 – are to be funded completely by the City, which more than satisfies the \$88,442.26 required for the 10% local match on the New Hope Road Bridge Project.

TxDOT bid letting of the New Hope Road bridge replacement project is scheduled to be in August of 2020, assuming the two local projects are completed by that time. The attached Resolution 525 authorizes the Mayor to sign the attached Local Project Advanced Funding Agreement (LPAFA).

IV. Fiscal Impact Summary:

Funding for this project will need to be appropriated in FY19, through the operating budget as either an operating expense or through the issuance of debt.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R525 + Related TxDOT AFA Agreement	R525_NHR_LPAFA_2018.07.02.pdf
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RESOLUTION NO. 525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR BRIDGE REPLACEMENT ON KENNEDALE/NEW HOPE ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, (the “City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, it is the intent of the City Council to protect the public health, safety and welfare; and

WHEREAS, the City prepared and submitted to the State an application for consideration under the Local Project Advance Funding Agreement (LPAFA) for the project which is briefly described as bridge replacement on Kennedale/New Hope Road at Village Creek Tributary (the “Project”); and

WHEREAS, the LPAFA is attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS:

SECTION 1. ORDER. The City Council hereby approves the Local Project Advance Funding Agreement (LPAFA) between the City of Kennedale and the State of Texas (through TxDOT) attached hereto as Exhibit “A” to provide for the development and construction of the Project, and hereby authorizes the Mayor of the City of execute the Local Project Advance Funding Agreement.

SECTION 2. NOTICE. Upon adoption of this Resolution, the City Secretary is directed to give notice of this resolution as may be required by law.

SECTION 3. AUTHORIZATION OF NECESSARY ACTIONS. The Mayor, City Administrator, and the City Secretary, in consultation with the City Attorney, are authorized and directed to take all actions necessary to effectuate this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 2nd DAY OF JULY, 2018.

APPROVED:

MAYOR, BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, WAYNE OLSON

**CITY OF KENNEDALE, TX
RESOLUTION NO. 525**

Exhibit “A”

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @ Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the City of Kennedale, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Kennedale/New Hope Road @ Tributary of Village Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115005, dated August 31, 2017; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated

before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to ten percent (10%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or

investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. Project Cost Estimate for PWP. Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. Responsibilities of the Local Government on EMPs
 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this LPAFA but within three (3) calendar years after the earliest contract award of the related PWP.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for

four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: Public Works Director
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this

contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

22. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to

receive Federal funds and, when requested by the State, to furnish a copy of the certification.

23. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>

- B.** The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:
<https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website
<http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as

follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @ Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

26. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @ Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
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Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
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Construction
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ATTACHMENT A RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION NO. 522

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS, AGREEING TO PERFORM EQUIVALENT-MATCH PROJECT(S) IN RETURN FOR WAIVER OF THE LOCAL MATCH FUND PARTICIPATION REQUIREMENT FOR AN APPROVED FEDERAL OFF-SYSTEM BRIDGE PROGRAM ON KENNEDALE NEW HOPE ROAD

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, City of Kennedale, hereinafter referred to as the Local Government owns a bridge located at Kennedale/New Hope Road @ Trib. of Village Creek, National Bridge Inventory (NBI) Structure Number 02-220-HH02-43-002; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 115005 dated August 31, 2017, Control-Section-Job (CSJ) Number 0902-90-057; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$88,442.26 (dollars), hereinafter referred to as the "participation waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS:

That the Local Government will perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation waived) project not yet awarded:

CSJ #0902-90-057
 District #02-Fort Worth
 Code Chart 64 #22000
 Project: Kennedale/New Hope Road @
 Trib.
 of Village Creek
 NBI Structure #02-220-HH02-43-002
 Federal Highway Administration
 CFDA Title: Highway Planning &
 Construction
 CFDA No.: 20.205
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ATTACHMENT A (CONTINUED)

Location (and structure identification number)	On School Bus Route?	Historic Bridge?	Description of Structural or Safety Improvement Work	Estimated Cost
02-220-HH01-00-001 (Valley Lane @ Trib. to Village Creek) - 0.4 miles South of BU 287	Yes	No	Install Traffic Rail, Approach Rail, Guard Rail End Treatments, and Concrete Structural Repair (Vertical or Overhead)	\$82,200.00
02-220-HH00-15-001 (Averett Road @ Branch of Village Creek) 0.3 miles east JCT Dick Price	Yes	No	Channel Improvements - Rip Rap Stone Protection	\$83,046.00
TOTAL				\$165,246.00
EMP work credited to this PWP*				\$88,442.28
Balance of EMP work available to associated PWPs				N/A

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainline cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 16TH DAY OF APRIL, 2018.

MAYOR, BRIAN JOHNSON

ATTEST:

Leslie Galloway
CITY SECRETARY, LESLIE GALLOWAY

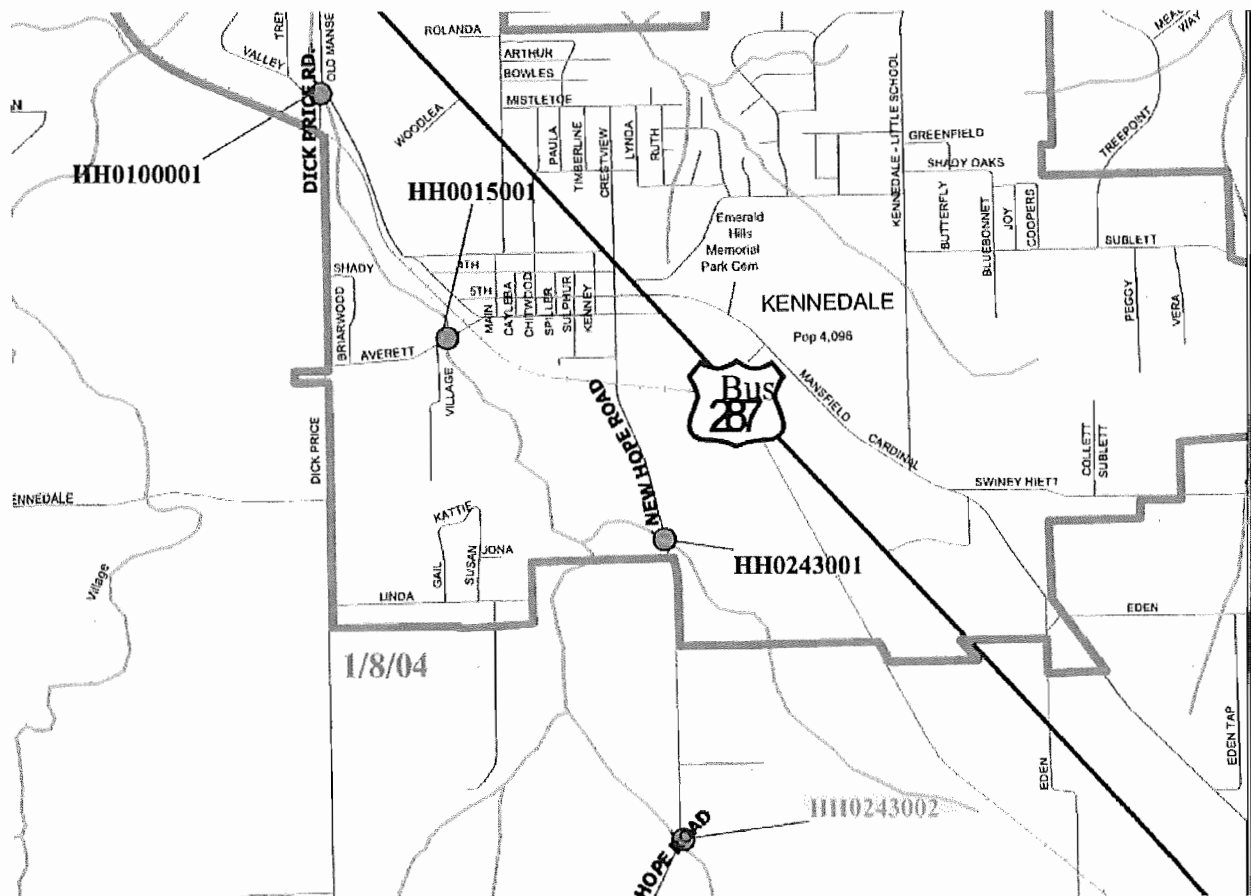


Page 2 of 2

CSJ #0902-90-057
 District #02-Fort Worth
 Code Chart 64 #22000
 Project: Kennedale/New Hope Road @
 Trib.
 of Village Creek
 NBI Structure #02-220-HH02-43-002
 Federal Highway Administration
 CFDA Title: Highway Planning &
 Construction
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ATTACHMENT B PROJECT LOCATION MAP

Bridge: 02220HH0243002



CSJ #0902-90-057
District #02-Fort Worth
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Trib.
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Federal Highway Administration
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Construction
CFDA No.: 20.205
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**ATTACHMENT B
(CONTINUED)**



DATE: 21 FEB 2016
COUNTY: 220
CONT-SEC: HH02-43
STR: 002

ROADWAY OVER BRIDGE

Looking South



ELEVATION

Looking Southwest

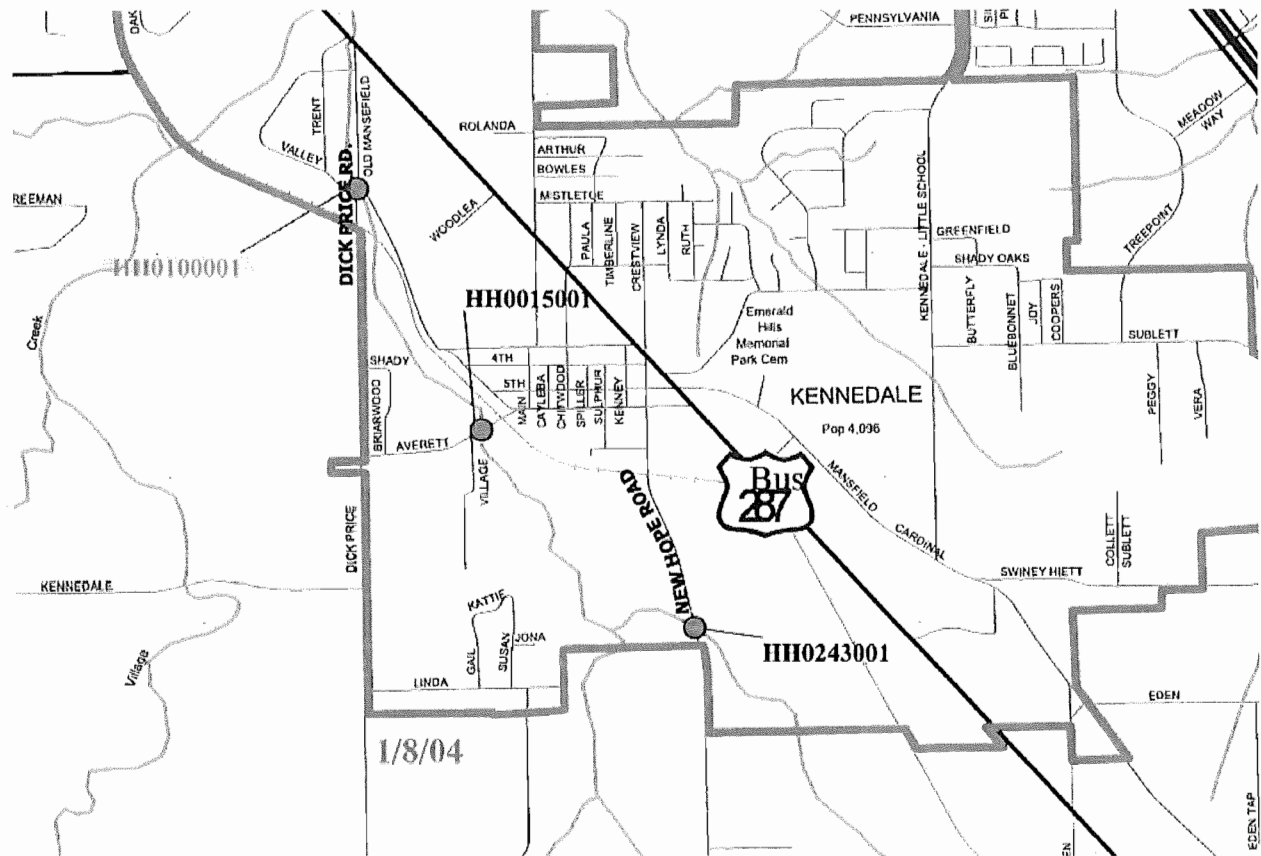
HDR Engineering, Inc (F-754)

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
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Construction
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ATTACHMENT B (CONTINUED)

EMP #1: 02-220-HH01-00-001



CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
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Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
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Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B (CONTINUED)



DATE: 21 FEB 2016
COUNTY: 220
CONT-SEC: HH01-00
STR: 001

ROADWAY OVER BRIDGE

Looking North



ELEVATION

Looking Southeast

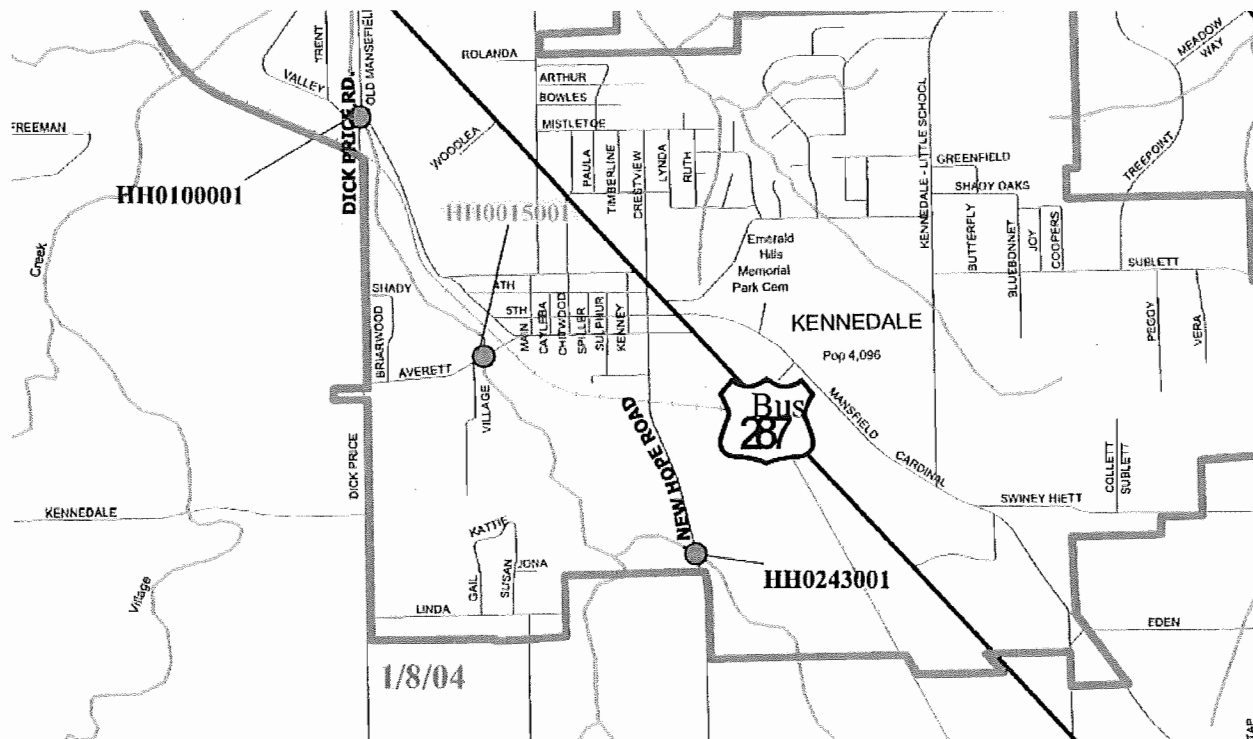
HDR Engineering, Inc (F-754)

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.

of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
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Construction
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Not Research and Development

ATTACHMENT B (CONTINUED)

EMP #2: 02-220-HH00-15-001



CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
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Construction
CFDA No.: 20.205
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ATTACHMENT B (CONTINUED)



DATE: 21 FEB 2016
COUNTY: 220
CONT-SEC: HH00-15
STR: 001

ROADWAY OVER BRIDGE

Looking Southwest



ELEVATION

Looking North

HDR Engineering, Inc (F-754)

CSJ #0902-90-057
 District #02-Fort Worth
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 Trib.
 of Village Creek
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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
02-220-HH01-00-001 (Valley Lane @ Trib. to Village Creek) – 0.4 miles South of BU 287.	Yes	No	Install Traffic Rail, Approach Rail, Guard Rail End Treatments and Concrete Structural Repair (Vertical or Overhead)	\$82,200.00
02-220-HH00-15-001 (Averett Road @ Branch of Village Creek) 0.3 miles east JCT Dick Price	Yes	No	Channel Improvements – Rip Rap Stone Protection	\$83,046.00
Total				\$165,246.00
EMP work credited to this PWP*				\$88,442.26
Balance of EMP work available to associated PWPs				N/A

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$0.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$0.00
Construction	\$867,081.00	
Engineering and Contingency (E&C)	\$17,341.62	
The Sum of Construction and E&C	(2) \$884,422.62	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$88,442.26
Amount of Advance Funds Paid by Local Government *		(5) \$0.00
Amount of Advance Funds to be Paid by Local Government *		(6) \$0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$88,442.26
Total Project Direct Cost	(1+2) \$884,422.62	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment C. \$88,442.26



Staff Report to the Honorable Mayor and City Council

Date: July 2, 2018

Agenda Item No: DECISION ITEMS - D.

I. Subject:

Consider appointing the Chair and Vice Chair of the Planning & Zoning Commission

II. Originated by:

Melissa Dailey, Community Development Director

III. Summary:

The Planning & Zoning (P&Z) Commission has forwarded the following suggestions from their Thursday, June 21 meeting:

CHAIR: Chad Wandel

VICE CHAIR: Jadey James

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments: