



STATE OF TEXAS

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COUNTY OF DALLAS

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”) is made by and between the **City of Farmers Branch, Texas** (“City”) and Urban Engineers Group, Inc., a Texas corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the professional engineering and landscape architectural services described in Exhibit “A” (the “Scope of Services”) in connection with the development of Trail Improvements - Sidewalk Connectivity And Expansion (the “Project”); and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total of FOUR HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED NINETY FIVE AND NO/00 DOLLARS (\$436,795.00). Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. Notwithstanding the forgoing, City shall not be required to pay more than 90% of the total fee to be paid to Professional until all deliverables set forth in the Scope of Services have been completed and delivered to City.

4.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 City shall be required to pay interest in the amount of 12% per annum or the maximum rate allowed by law, whichever is less, on amounts set forth in invoices that are not in dispute and remain unpaid for more than 30 days after City's receipt of the invoice for such services.

Article V

Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a pre-approved lump sum basis, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Professional shall submit monthly progress reports and attend progress meetings as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI

Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Charles S. Cox, City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With a copy to:

Director of Sustainability and Public Health
City of Farmers Branch
13000 William Dodson Pkwy
Farmers Branch, TX 75234

P.O. Box 819010
Farmers Branch, TX 75381

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

If intended for Professional:

Attn: Faisal Syed, Principal
Urban Engineers Group, Inc.
167 Turtle Creek Blvd. Ste. A
Dallas, Texas 75207

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance:

(1) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

- (4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions:
- (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;
- (2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;
- (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED

ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all Parties.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

SIGNED AND AGREED this _____ day of _____, 2019.

UEG

By: _____
Faisal Syed, Principal

EXHIBIT "A"

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

Project basic services scope includes completion of topographic survey, design and development of construction plans and associated quantity summaries and construction estimates for sidewalk improvements and associated grading along six roadway segments throughout the City of Farmers Branch, Texas as identified below:

1. Valley View Lane from Mt. Castle Drive to Marsh Lane (North)
2. Bee Street from Valley View to Valwood Parkway (East)
3. Squire Place from Denton Drive to Bee Street (South) & Utility Easement
4. Josey Lane from IH635 to Rawhide Parkway (West)
5. Templeton Trail from Joe Ratliff Walkway to Valley View Lane (West)
6. Ford Road from Christian Parkway to media crossing for historical park (East)

For each segment, the improvements shall be limited to one side of the roadway as noted parenthetically in the list above. Analysis of drainage, preparation of drainage area map and any drainage related improvements, and design of retaining walls in excess of 3-foot height are excluded from scope. These services are excluded because either, the scope is still undefined, the work is not anticipated to be required or the work is to be provided by others. If it becomes necessary for UEG to provide any of these or other services beyond the scope of our Basic Services; they will be performed for an additional fee on a time and expense basis or upon a fee basis established at time of need.

II. GENERAL REQUIREMENTS

- A. The design shall be in accordance with the City of Farmers Branch Public Works Design Standards. In addition to the Final Plan Set, for each interim submittal (30%, 60% and 90% Plan Sets) the Engineer shall provide four (4) copies of plans and/or specifications to City, unless otherwise instructed. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

III. TASK SUMMARY – BASIC SERVICES

A. Data Collection

1. **Survey Services** - Engineer shall furnish a survey field party to collect field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on NAD-83 datum.
 - a. Right of Entry – Not Applicable - Will coordinate work thru staff.
 - b. Field Survey – The Engineer shall direct the work of the field party to perform the following:
 1. Establish control using City primary control and benchmarks. Permanent control points will be set in concrete at each end of project limits and will define the X, Y and Z coordinates for the Project. The permanent control points shall

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be set outside the limits of construction (if possible) and shall be a 5/8" iron rod set with a plastic cap. The control points shall be tied to the City benchmarks via a differential level. All topographic services shall be referenced to project control established based on the NAD-83 Texas State Plane Coordinate System, North Central Zone (4202), utilizing the ALLTERRA VRS Network, with vertical control established utilizing differential leveling and the City of Farmers Branch Benchmarks network. All control will be set outside the limits of construction, where applicable.

2. Obtain natural ground elevation spot elevations and cross-sections every fifty feet (50') along the roadway segment as well as identifiable grade breaks. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.
3. Determine existing pavement type.
4. Determine limits of existing Right of Way based on field observations only and "As-Builts" provided by the City of Farmers Branch. No deed research will be done.
5. Perform a complete topographic survey of all existing features above ground level that would or could affect proposed construction. These features shall be limited to above-ground utility appurtenances, manholes (not including invert elevations or flow lines), structures, bridges, culverts, retaining walls, trees, curbs, pavements, sidewalks, fences, property corners. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with the City will be shown accurately.

Note: The survey limits described will be generally limited to within 12 feet of existing back of curb for each roadway segment listed above in the Project Description with the following exceptions:

- a. Select portions of Valley View Lane where survey will extend to existing side yard or rear yard fence lines
- b. Existing easement in the 13500 block of Bee Street (east side of Bee Street near Squire Park).

B. PRELIMINARY DESIGN PLANS

1. **Design** – Preliminary plans for the project shall be prepared to such detail as is necessary to clearly depict design issues. Engineer shall prepare and submit four (4) sets of Preliminary Design Plans for review on 24" x 36" sheets. At the time of submittal of the Preliminary Design Plans, any supporting studies and/or calculations (i.e. flood studies, structural calculations) shall be submitted for review by the City. Preliminary Design Plans must be approved by the City prior to the Engineer commencing with the preparation of Final Design Plans. Upon approval of the Preliminary Design Plans, the Engineer will provide the City with the approved plans in pdf format and revised schedule for completion of the project. Preliminary Design Plans shall include, at a minimum, the following information:

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- a. Title Sheet
 - b. General Notes and Typical Sections
 - c. Dimension Control/Layout Sheets
 - d. Paving & Grading Sheets
2. **Construction Estimate** - At the time of submittal of the Preliminary Design Plans, the Engineer shall prepare an estimate of construction quantities and develop preliminary statement of probable construction cost.
3. **Utility Coordination** - Upon approval of the Preliminary Design Plans, the Engineer shall supply Preliminary Design Plans, in both hard copy and pdf format, for the Project to City of Farmers Branch staff to facilitate distribution to all utility companies or other entities that have facilities within the limits of the Project. The Engineer shall also provide a Utility Exhibit showing the location of above ground utilities within the project limits and potential conflict points based on survey data. If requested by the City, the Engineer shall attend up to two (2) utility coordination meetings for the Project.
- C. **FINAL DESIGN / CONSTRUCTION PLANS** – At such time as the Engineer is directed by the City, the Engineer shall prepare Final Design / Construction Plans. Final Design Plans shall be consistent with the content and format of the Preliminary Design Plans and, in addition, shall include the following:
1. **Quantity Summary Sheets** – Quantities shall be compiled and summarized in a tabular format with the description of the items matching that of the bid documents.
 2. **Demolition Plan Sheets** – Plan sheets depicting the limit and extent of items to be removed; as well as items to remain in place with the description of the items matching that of the bid documents.
 3. **Erosion Control Plan Sheets** – Plan sheets depicting the limit and general type of erosion control devices to be utilized by the contractor during construction of proposed improvements. Where applicable, the City of Farmers Branch or NCTCOG Standard Erosion Control Details will be referenced.
 4. **Traffic Control Plan Sheets** – Plan sheets depicting the limit, layout and type of traffic control devices to be utilized by the contractor during construction of proposed improvements. Where applicable, the City of Farmers Branch or NCTCOG or TxDOT Standard Traffic Control Layouts and Details will be referenced.
 5. **Details and Standards** – Appropriate details and standards shall be compiled and inserted into the plans following the section in which the detail or standard is applied.
 6. **Construction Estimate** - The Engineer shall develop and submit a final estimate of construction cost.
- D. **BID PHASE SERVICES** – The Engineer shall provide services to assist the City in selection of a Contractor for the construction of the Project. These services shall consist of the following:
1. **Pre-Bid Meeting** – If applicable, The Engineer shall attend one Pre-Bid meeting to assist the City with presenting project information to potential bidders and answering questions related to the project parameters during the meeting.

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2. **Bid Period Requests for Information (RFI)** – The Engineer shall develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. The Engineer shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors' questions and requests to be approved by the City. The responses may be in the form of addenda.
3. **Addenda** – The Engineer shall assist the City in issuing Addenda to the Bid Documents. All Addenda shall be approved by the City.

E. **CONSTRUCTION ADMINISTRATION** – As requested by the City to be billed on an hourly basis, the Engineer shall assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that the Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. The Engineer shall provide Construction Administration Services as defined below.

1. **Review of Shop Drawings, Samples and Submittals** - The Engineer shall coordinate with the City for the reviews of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general compliance with the requirements of the contract for construction. The Engineer will log and track all shop drawings, samples and submittals.
2. **Requests for Information** – The Engineer will review the Contractor's requests for information or clarification of the contract for construction. The Engineer will coordinate and issue responses to requests to the City. The Engineer will log and track the Contractor's requests.
3. **Review of Contractor's Requested Changes** – The Engineer shall review all Contractor-requested changes to the contract for construction. As requested by City, the Engineer will make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, the Engineer shall prepare final change order documents.

F. **SPECIAL SERVICES:**

1. **Unsignalized/Signalized Crossing Design and/or Signal Modification Design** – As requested, the engineer shall prepare new Mid-block pedestrian signal design and/or Signal Modification design including any details and standards as needed for inclusion of pedestrian actuated poles at desired intersection. Coordination of plan approvals thru any third-party agencies will be done via City.

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G. SCHEDULE:

Work shall be performed in accordance with the following schedule:

Survey	12 weeks after NTP
30% Schematic Design	12 weeks after Survey
60% Preliminary Design Development	12 weeks after 30% approval
90% Final Design Development	8 weeks after 60% approval
100% Final PS&E	4 weeks after 90% approval
Bid Phase / Construction Administration	TBD

H. FEE DETAIL:

Basic Services

Topographic Survey	\$ 69,200.00
Design and Bid Support	\$306,075.00

Special Services

Parcel Survey / Easements	\$ 4,000.00
Unsignalized / Signalized Crossing Design	\$ 45,000.00
Construction Administration Services	\$ 6,000.00

<u>Reimbursable Expenses</u> (Printing, Mileage, TDLR)	\$6,520.00
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TOTAL ESTIMATED FEE	\$436,795.00
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