

**AGREEMENT FOR ENGINEERING SERVICES**  
BETWEEN THE  
**CITY of KELLER**  
AND  
**BAIRD, HAMPTON & BROWN, INC.**  
**Engineering & Surveying**

**I.**

This Agreement is executed by and between the **City of Keller, a municipal corporation located at 1100 Bear Creek Parkway, Keller, Texas 76248 in Tarrant County, Texas**, acting by and through **Mark Hafner**, its duly authorized City Manager (hereinafter called "CITY"), and **Baird, Hampton & Brown, Inc.** a Texas corporation, located at **4550 SH 360, Suite 180, Grapevine, TX**, acting by and through **Konstantine Bakintas, PE**; its duly authorized Principal (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **Master Drainage Plan**.

**NOW, THEREFORE**, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**II. PROJECT**

In this Agreement, the "PROJECT" means the engineering study, analysis and concept sizes for the **Master Drainage Plan** in accordance with the Public Works Design Criteria. The limits of the PROJECT are **the entire City Limits of the City of Keller**.

**III. BASIC AGREEMENT**

ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

#### **IV. SCOPE OF ENGINEER'S SERVICES**

ENGINEER shall render the professional services necessary for development of the PROJECT, as detailed in Exhibit A: "Basic Engineering Services", and in accordance with the schedule in Exhibit B: "Project Schedule"; said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

#### **V. SPECIAL ENGINEERING SERVICES**

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

#### **VI. ADDITIONAL ENGINEERING SERVICES**

The CITY will pay the ENGINEER for Additional Engineering Services as indicated in Exhibit D: "Additional Engineering Services", attached hereto and made a part of this Agreement.

#### **VII. CITY PROVIDED INFORMATION/SERVICES**

The City will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the City", attached hereto and made a part of this Agreement.

#### **VIII. COMPENSATION**

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments for the first phase, excluding reimbursable expenses, to ENGINEER by CITY for services shall not exceed One Hundred Forty Thousand Four Hundred Ninety-Five (\$140,495) Dollars.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

## **IX. OWNERSHIP OF DOCUMENTS**

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

## **X. INDEMNITY**

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY LIABILITY ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY CITY, PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER OR ITS OFFICERS, AGENTS, SERVANTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents

## **XI. INSURANCE**

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying coverage:

- A. Worker's Compensation Insurance
- B. Comprehensive General Liability and Bodily Injury
- C. Comprehensive Automobile Liability
- D. Professional Liability

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

## **XII. ARBITRATION**

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

## **XIII. TERMINATION AND SUSPENSION**

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.
- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination; the amount paid shall not exceed the amount appropriate for the percentage of work completed.

## **XIV. SUCCESSORS AND ASSIGNS**

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

## **XV. AUTHORIZATION, PROGRESS, AND COMPLETION**

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

## **XVI. SUBCONTRACTS**

ENGINEER shall be entitled, only if approved by CITY, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

## **XVII. RIGHT TO AUDIT**

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

## **XVIII. EXHIBITS**

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Basic Engineering Services
Exhibit "B"	Project Schedule
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	CITY Provided Information/Services
Exhibit "F"	Professional Services Compensation
Exhibit "G"	Conflict of Interest Questionnaire

## **XIX. MISCELLANEOUS**

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.
- B. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be

effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

Baird, Hampton & Brown, Inc.  
Attn: Konstantine Bakintas  
4550 SH 360, Suite 180  
Grapevine, TX 76051

If to CITY:

City of Keller  
Attn: Alonzo Liñán, PE  
1100 Bear Creek Parkway  
Keller, TX 76248

C. Disclosure. By signature of this Agreement, ENGINEER 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. ENGINEER 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 this Agreement.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF KELLER  
(CITY)

BAIRD, HAMPTON & BROWN, INC.  
(ENGINEER)

By: \_\_\_\_\_  
Mark Hafner, City Manager

By: \_\_\_\_\_  
Konstantine Bakintas, PE, Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Secretary

**EXHIBIT A**

**BASIC ENGINEERING SERVICES  
FOR  
MASTER DRAINAGE PLAN – PHASE 1**

**This project consists of the Hydrologic analysis of the City of Keller. This project will obtain record information on existing creeks, channels and storm drains throughout the City. Drainage areas will be determined and the surface runoff will be calculated from all contributing areas. The goal of this project is to quantify the amount of runoff occurring throughout the City during the various design storms. This is considered to be the first phase of what will ultimately be a three phase project leading to recommendations for public storm drain improvements.**

The scope of work for BASIC Engineering Services involves Data Collection, Future Land Use evaluation, Major Soil Type delineation, Drainage Area Sub-basin delineation, Hec-HMS models and preliminary Rational Method Sub-basins.

**I. GENERAL**

**A. Meetings**

1. The ENGINEER will meet with the CITY's staff during the data collection process to evaluate the design parameters for use with the study and ultimate CONCEPT recommendations for the PROJECT.
2. The ENGINEER, if requested, will assist the CITY's staff in a meeting with CITY COUNCIL to brief them on the PROJECT.

**B. Project Management, Administration and Coordination**

1. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT.
2. Supervision of Subconsultants

The ENGINEER will establish a work program and schedule for each subconsultant, if any, at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the coordination,

supervision, review and incorporation of work performed by subconsultants.

C. Data Collection

1. The ENGINEER will compile and evaluate existing data collected from the CITY, or other entities that supply needed existing information for the PROJECT.
2. The ENGINEER will obtain the existing Hydraulic Models for the major creeks from the FEMA Library.
3. The ENGINEER will obtain Lidar data and prepare 3-dimensional surfaces from the data as necessary.
4. The ENGINEER will obtain the Future Land Use Map from the City and create an overlay with the Lidar Data for evaluation of percent impervious for each major basin.
5. The ENGINEER will obtain Soil Data from USDA Web Soil Survey and create an overlay with the Lidar Data to evaluate the major soil types for each of the major basins.
6. The ENGINEER will prepare a preliminary alignment for each of the major creeks (BB-9, BB-10, BB-11, BB-12, LB-3, MB-1, MB-2 & MB-9) in the City of Keller.
7. The ENGINEER will perform a site visit to review the state (level of vegetation, erosion, outfall) of the major creeks and detention basins.

**II. HYDROLOGY**

- A. Hec-HMS (major basins / creeks: BB-9, BB-10, BB-11, BB-12, LB-3, MB-1, MB-2 & MB-9)
1. The ENGINEER will delineate sub-basins for the major creeks based on contours, key design points and appropriate sub-basin area ratios from the Lidar data collected.
  2. The ENGINEER will calculate Lag times for each of the major basins



3. The ENGINEER will assimilate Hydrologic Soil Group Data for each basin and calculate weighted Curve Numbers for the pervious areas.
  4. The ENGINEER will identify the expected average percent impervious for the various future land uses and calculate the weighted percent impervious for each of the major basins.
  5. The ENGINEER will generate 1-d Steady State HMS hydrologic models for each of the major creeks for each of the design storms.
- B. Rational Method
1. The ENGINEER will import the existing storm drain system from the City GIS to determine the geographic location of existing inlets.
  2. The ENGINEER will delineate minor sub-basins based on contours, inlets and key design points.
  3. The ENGINEER will calculate Times of Concentration for each of the minor basins. Smaller basins may use minimum times as deemed appropriate.
  4. The ENGINEER will calculate weighted runoff coefficients for each basin based on the Future Land Use Plan.
  5. The ENGINEER will calculate Rational Method Peak Runoff values for use with the hydraulic analysis of the underground pipe system.

### **III. HYDRAULICS**

- A. Hec-RAS
1. The ENGINEER will update the existing Hydraulic Models for the major creeks with the new peak flows. This will provide a comparison of flood depths between existing conditions (as provided by FEMA) and Future Land Use.

Phase I will stop at this point. It is the expectation that Phase 2 will begin within 12 months and continue with the hydraulic analysis.

**EXHIBIT B**  
**PROJECT SCHEDULE**  
**FOR**  
**MASTER DRAINAGE PLAN**

PROJECT SCHEDULE

Data Collection & Processing	60 working days
Hydrology (HMS)	50 “ “
Hydrology (Rational)	45 “ “
Hydraulics	20 “ “
Total Project Schedule	175 working days from 06/03/19 thru 02/10/20

**EXHIBIT C**  
**SPECIAL ENGINEERING SERVICES**  
**FOR**  
**MASTER DRAINAGE PLAN**

There are no SPECIAL Engineering Services anticipated at this time.

## EXHIBIT D

### ADDITIONAL ENGINEERING SERVICES FOR MASTER DRAINAGE PLAN

- I. ADDITIONAL Engineering Services, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- II. ADDITIONAL Engineering Services not included in the scope of work, also include assistance to the CITY in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.
- III. ADDITIONAL Engineering services in connection with the PROJECT and described above, and including services which are to be furnished by the CITY and services not otherwise provided for in this Agreement, will be provided at the following rates:

#### Engineering:

Engineering & Management – Principal/VP	\$ 240.00 /hr.
Project Management	\$ 170.00 /hr.
Engineering – Senior PE	\$ 170.00 /hr.
Landscape Architectural Services	\$ 120.00 /hr.
Engineering Services – PE	\$ 115.00 /hr.
Engineering Services – EIT	\$ 95.00 /hr.
Design Services – Senior Designer	\$ 115.00 /hr.
Design Services – Designer	\$ 90.00 /hr.
CAD / Drafting Services	\$ 70.00 /hr.
Clerical Services	\$ 60.00 /hr.

#### Surveying:

Engineering & Management – Principal/VP	\$ 240.00 /hr.
Surveying Services – Senior RPLS	\$ 150.00 /hr.
Surveying Services – RPLS	\$ 130.00 /hr.
CAD/Tech. Survey Services – Sr Tech.	\$ 115.00 /hr.
CAD/Tech. Survey Services	\$ 90.00 /hr.
Land Surveying Research	\$ 90.00 /hr.
Field Surveying – 1 Person Crew	\$ 145.00 /hr.
Field Surveying – 2 Person Crew	\$ 165.00 /hr.
GIS Technical Services	\$ 75.00 /hr.

## **EXHIBIT E**

### **CITY PROVIDED INFORMATION/SERVICES FOR MASTER DRAINAGE PLAN**

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I.** Provide any existing data (GIS or otherwise) the CITY has on file concerning the PROJECT
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Assist the ENGINEER, as necessary, in obtaining any required data and information from Federal Authorities.
- IV.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

## **EXHIBIT F**

### **COMPENSATION FOR MASTER DRAINAGE PLAN**

#### **I. COMPENSATION**

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive, the compensation hereinafter set forth for the Study and Analysis representing Phase 1 of the Master Drainage Plan and additionally for Additional Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's office.

- A.** Compensation for the Basic Engineering Services (Study with Hydrologic Analysis) shall be a lump sum fee of \$140,495.

Phase 1 shall be the hydrologic analysis of the City wide watershed. In as much as this is intended to be a multiphase project, Phase 1 will culminate with electronic models along with pdf's of the supporting exhibits (Land Use, Drainage Area Maps, Soil Types) and tables of model parameters (Weighted Curve Numbers, Lag Times, Times of Concentration and Weighted Runoff Coefficients).

Payment for Phase 1 portion of the Basic Engineering Services shall be due in monthly installments in proportion to that part of the services which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

B. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

1. For all of ENGINEER's personnel time applied to the Additional Engineering Services and not itemized above, the following hourly rates shall be used:

<b>Engineering:</b>		<b>Surveying:</b>	
Engineering & Management – Principal/VP	\$ 240.00 /hr.	Engineering & Management – Principal/VP	\$ 240.00 /hr.
Project Management	\$ 170.00 /hr.	Surveying Services – Senior RPLS	\$ 150.00 /hr.
Engineering – Senior PE	\$ 170.00 /hr.	Surveying Services – RPLS	\$ 130.00 /hr.
Landscape Architectural Services	\$ 120.00 /hr.	CAD/Tech. Survey Services – Sr Tech.	\$ 115.00 /hr.
Engineering Services – PE	\$ 115.00 /hr.	CAD/Tech. Survey Services	\$ 90.00 /hr.
Engineering Services – EIT	\$ 95.00 /hr.	Land Surveying Research	\$ 90.00 /hr.
Design Services – Senior Designer	\$ 115.00 /hr.	Field Surveying – 1 Person Crew	\$ 145.00 /hr.
Design Services – Designer	\$ 90.00 /hr.	Field Surveying – 2 Person Crew	\$ 165.00 /hr.
CAD / Drafting Services	\$ 70.00 /hr.	GIS Technical Services	\$ 75.00 /hr.
Clerical Services	\$ 60.00 /hr.		

2. For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of 1.10.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

## **II. PAYMENT**

Payments to the ENGINEER will be made as follows:

### **A. Invoice and Time of Payment**

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement, and shall be in proportion to the percent completion of the total work. Invoices will be prepared in a format approved by the CITY; and are due and payable on receipt.

## **EXHIBIT G**

### **CONFLICT OF INTEREST QUESTIONNAIRE FOR MASTER DRAINAGE PLAN**

[Conflict of Interest Questionnaire is on the following 2 pages.]

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person doing business with local governmental entity.  
Konstantine Bakintas, PE

**2**  Check this box if you are filing an update to a previous filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

**4** Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES  NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

YES  NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

YES  NO

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 01/13/2006