

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT
FOR THE
CITY OF MANSFIELD, TEXAS**

This Professional Services Contract, hereinafter referred to as "Contract" is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **KIMLEY-HORN AND ASSOCIATES, INC.**, hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a "Party" and are collectively referred to herein as the "Parties".

**ARTICLE I.
EMPLOYMENT OF PROFESSIONAL**

For and in consideration of the covenants herein contained, PROFESSIONAL hereby agrees to perform professional services in connection with the project as set forth below, and CITY agrees to pay, and PROFESSIONAL agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national professional standards. PROFESSIONAL shall provide professional services, as further described in Exhibit "A", within the City of Mansfield, Tarrant County, Texas, and hereinafter referred to as the "Project."

**ARTICLE II.
PAYMENT FOR SERVICES**

In consideration of the services to be performed by PROFESSIONAL under the terms of this Contract, CITY shall pay PROFESSIONAL for services actually performed, a fee, not to exceed One Million One Hundred Thousand Dollars and 00/100 (\$1,100,000.00) as stated in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as shown in Exhibit "A", if applicable. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to PROFESSIONAL when PROFESSIONAL is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if PROFESSIONAL is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

**ARTICLE III.
CHARACTER AND EXTENT OF SERVICES**

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who

perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. PROFESSIONAL will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

ARTICLE IV. **TIME FOR COMPLETION**

The term of this Contract shall begin on the last date of execution of this Contract. PROFESSIONAL understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "A".

This contract shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless PROFESSIONAL submits a written request, and CITY approves such request in writing.

ARTICLE V. **REVISIONS OF SCHEMATIC DRAWINGS**

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

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

It is expressly understood and agreed by PROFESSIONAL that any compensation not specified in Article II may require City Council approval and is subject to funding limitations.

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

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

ARTICLE VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by PROFESSIONAL, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. PROFESSIONAL shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to City which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. Professional shall be liable for any additional cost to complete the project as a result of Professional's termination of this Contract without cause.

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. PROFESSIONAL shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the Project. PROFESSIONAL shall have no liability for changes made to the drawings and other documents by other professionals subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the PROFESSIONAL making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX.
INSURANCE

- A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per occurrence.
- B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

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

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

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

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

D. PROFESSIONAL agrees to the following:

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

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

ARTICLE X.
MONIES WITHHELD

When CITY has reasonable grounds for believing that:

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

ARTICLE XI.
NO DAMAGES FOR DELAYS

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

ARTICLE XII.
PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this Contract, PROFESSIONAL agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.

RIGHT TO INSPECT RECORDS

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

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XV. SUCCESSORS AND ASSIGNS

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

ARTICLE XVI. PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, agents or PROFESSIONALS for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents prepared by

said PROFESSIONAL, its employees, subcontractors, agents and PROFESSIONALs subject to §271.904 of the Texas Local Government Code.

**ARTICLE XVII.
INDEMNIFICATION**

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE XVIII.
SEVERABILITY**

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

**ARTICLE XIX.
INDEPENDENT CONTRACTOR**

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

**ARTICLE XX.
DISCLOSURE**

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that

he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

ARTICLE XXII.
ENTIRE CONTRACT

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

ARTICLE XXIII.
APPLICABLE LAW

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

ARTICLE XXIV.
DEFAULT

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

ARTICLE XXV.
HEADINGS

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

**ARTICLE XXVI.
NON-WAIVER**

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

**ARTICLE XXVII.
REMEDIES**

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

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE XXIX.
CONSTRUCTION OF CONTRACT**

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

**ARTICLE XXX.
NOTICES**

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

If intended for City, to:

City of Mansfield
Attn.: Raymond Coffman, P.E.
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4238

If intended for Professional, to:

Kimley-Horn and Associates, Inc.
Attn: David Halloin, P. E., PTOE
2600 N. Central Expressway, Suite 400,
Richardson, TX 75080
(972) 770- 1315

ARTICLE XXXI.
PRIVATE LAND ENTRY

No entry onto any property of others by PROFESSIONAL on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until PROFESSIONAL has secured the landowners' permission to enter and perform such activities, and PROFESSIONAL shall hold CITY harmless from any and all damages arising from activities of PROFESSIONAL on land owned by others.

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

PROFESSIONAL agrees to execute, simultaneously with this Contract, CITY's Verification and Certifications Required by Law form.

[Signature Page Follows]

EXECUTED this the ____ day of December, 2023, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Raymond Coffman, P.E.
Director of Engineering Services

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
Kimley-Horn and Associates, Inc.

By: _____
Name: _____
Title: _____

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Raymond Coffman, Director of Engineering Services of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of _____.

Notary Public in and for the State of Texas

**Exhibit "A"
Scope of Services****Project Understanding**

The City of Mansfield has requested a proposal for design services, bid phase services, and construction phase services for E. Broad Street from eight hundred feet south of Fire Station 3 to Holland Road. E. Broad Street will be reconstructed to a six lane divided roadway with sidewalks, storm drain replacement and traffic signal modifications. The intersections will be designed for offset left turn lanes to improve safety.

The project scope will include: Roadway design, storm drain design, water line and sanitary sewer line relocations as needed, landscaping, irrigation, traffic signal design, signing and marking, and traffic control design. The bridge over IH 360 will remain as is; however, this project will include signing and marking and median modifications.

The scope will also include TxDOT coordination and permitting, environmental documentation if required by TxDOT, franchise utility coordination, bidding and construction phase services support.

Scope of Services

Professional will provide the services specifically set forth below.

Basic Services**Task 1 – Project Management**

- A. Perform general project management related tasks such as routine communication with the City, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule. For budgetary purposes, a project duration of 15 months is assumed.
- B. Prepare for, attend, and conduct up to six (6) project meetings with the City to discuss the design/project.
- C. Prepare for, attend, and conduct up to four (4) project meetings with project stakeholders.
- D. Prepare project decision log and design criteria chart.
- E. Prepare meeting agenda's and notes.
- F. Coordinate with Brittain & Crawford for topographic survey, right-of-way instruments of conveyance, and easement instruments of conveyance.

Task 2 – 30% Design (Roll Plot)

- A. Prepare base maps utilizing data collected from survey and subsurface utility engineering as well as record drawings from the City.
- B. Existing utilities and survey data collected in Task 1 and Task 7.
- C. Conduct one (1) site visit to review topographic features.
- D. Prepare existing and proposed typical sections for E. Broad Street and each major side street.
- E. Roadway improvements (plan and profile) showing curb, median, turn lanes, median openings, raised median, sidewalk, existing and proposed right-of-way. All existing and proposed driveways within the limits of the project.

- F. Intersection improvements based on the findings of the traffic evaluation previously completed.
- G. Preliminary drainage area map and runoff calculations
- H. Preliminary storm drain layout and inlet layouts and preliminary sizing
- I. Existing water and sanitary sewer mains and potential conflicts (if applicable).
- J. An opinion of probable construction cost (OPCC). Because the Professional does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.
- K. Address up to one (1) round of comments from the City.

Task 3 – Design (60%, 90% and Final)

- A. Conduct up to two (2) site visits to observe pre-construction conditions and to review the design performed as part of this task prior to bidding the project.
- B. Roadway Design
 - Prepare existing and proposed typical sections for E. Broad Street and each major side street.
 - Prepare cover sheet, general notes, project control sheets.
 - Prepare right-of-way strip map.
 - Prepare removal plans to consist of paving removals, pavement markings, signage, trees, storm drain and street lighting.
 - Prepare plan and profile sheets for the roadway design. The plan sheets will show the existing and proposed roadway/pavement, sidewalks, median, turn lanes, storm drain pipe and storm appurtenances, driveways, side streets, above ground structures, franchise utilities, traffic signal, water and sewer. The profile will include showing the existing left and right ROW, proposed top of pavement profiles and centerline locations of driveways/side streets. The design will follow AASHTO requirements and will include begin and end superelevation transitions and cross slope changes.
 - Side street and driveway plan and profiles.
 - Sidewalk, retaining walls (if applicable), and curb ramps.
 - Intersection grading sheets will be included for all the major intersections. Intersection grading sheets will be included in the 90% Submittal.
 - Prepare cross sections every 50' along the corridor and in key design areas. The cross sections will show the existing and proposed ground surface and the ROW location.
- C. Drainage Design
 - Compile hydrological and hydraulic data
 - Develop proposed drainage area map for all offsite area directly contributing to runoff impacting E Broad Street.
 - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows
 - Subdivide the overall drainage areas into sub-areas and calculate discharge to each inlet. Analyze inlet capacity, adjust inlet locations and sub-areas as needed to meet City design criteria.
 - Evaluate existing storm drainage system and identify portions of system that can be re-

used.

- Analyze proposed drainage improvements to accommodate the proposed roadway.
 - Perform final storm sewer sizing and alignment design.
 - Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans
 - Prepare storm sewer plan / profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings, and the hydraulic grade lines
 - Prepare profiles for the proposed storm drain laterals
 - Provide plan sheets and details to construct storm sewer outfalls
 - Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as needed
- D. Prepare pavement marking and signage plans.
- E. Prepare Street Lighting foundation and conduit layout.
- F. Traffic Control Plans
- Develop construction sequence plan showing:
 - Travel lanes and construction area for each phase of construction
 - Temporary signing and striping, barricades, and other channelization devices
 - Narrative of the sequence of construction services
 - Storm sewer construction phasing
 - Public utilities construction phasing
 - Up to five (5) phases are assumed for the traffic control plan sheets.
 - Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area
 - Develop typical intersection staging plans for similar minor intersections and driveways.
 - Develop custom driveway staging layouts for special conditions.
 - Design temporary traffic signals for up to three (3) traffic control phases for existing signalized intersections (Cannon Drive South, SH 360 Southbound Frontage Road, and SH 360 Northbound Frontage Road). Professional will design the following components of the temporary traffic signal plans:
 - Timber pole locations
 - Controller cabinet and power source location
 - Overhead span wire, signal head placement, and cabling requirements
 - Pedestrian accommodations
 - Summary charts
- G. Traffic Signal Design
- Professional will conduct a field investigation to verify existing signage and traffic control devices.
 - Design of permanent signal at E. Broad Street & Fire Station No. 3 which will consist of the following components:
 - Proposed signal poles and pedestrian poles
 - Proposed push buttons
 - Ground boxes
 - Conduit runs
 - Wiring tables
 - Vehicle detection
 - Signal head designations
 - Mast arm signage

- Design of modifications to signals at E. Broad Street & Cannon Drive South, E. Broad Street & SH 360 Southbound Frontage Road, and E. Broad Street & SH 360 Northbound Frontage Road which will consist of the following components:
 - Proposed pedestrian poles
 - Signal pole modifications
 - Existing signal layouts
 - Proposed conduit runs
 - Proposed signal head modifications and mast arm signage
 - Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities.
 - Traffic Signal Layout Sheets including overhead signs and pedestrian elements
 - Traffic Signalization Detail Sheets with tabulation of quantities, electrical charts, phase layouts, pole placement data, signage details, and detection details
 - Standard Detail Sheets as may be applicable
- H. Prepare minor utility adjustments such as manhole and fire hydrant relocations and valve adjustments.
- I. Prepare erosion control plans.
- J. Landscaping and irrigation – see task 6
- K. Compile standard and custom details.
- L. Prepare project manual, contract documents and specifications.
- M. Prepare 60% and 90% construction plans and OPCC. Professional will prepare construction plans (full size at 1"=20') for the project. It is anticipated the following sheets may be included in the construction plans:
1. Cover Sheet - 1 Sheet
 2. General Notes – 1 Sheet
 3. Index – 1 Sheet
 4. Project Control Sheet – 3 Sheets
 5. Right of Way Strip Map – 3 Sheets
 6. Typical Sections – 3 Sheets
 7. Existing Utility Layouts – 5-6 Sheets
 8. Removal Sheets – 4 Sheets
 9. E. Broad Street Paving Plan/Profile Sheets – 14 Sheets
 10. Side Street Paving Plan/Profile Sheets – 8 sheets
 11. Driveway Plan/Profile Sheets – 4 Sheets
 12. Intersection Grading Sheets – 3 Sheets (90% Submittal)
 13. Cross Sections – 10-15 Sheets
 14. Drainage Area Map – 2 Sheets
 15. Drainage Calculations – 2 Sheets
 16. Drainage Plan/Profile Sheets– 10 Sheets
 17. Utility Adjustment Sheets – 4 Sheets
 18. Pavement Marking and Signage Sheets – 5 Sheets
 19. Streetlight Layout – 5 Sheets
 20. Traffic Signal Sheets – 15 Sheets
 21. Traffic Control Sheets – 30 Sheets
 22. Erosion Control Sheets- 5 Sheets
 23. Landscaping and Irrigation – 12 Sheets (90% Submittal)
 24. Standard Details (City and TxDOT)
- N. Prepare 60%, 90% and final OPCC.

- O. Professional will submit the 60% and 90% construction plans to the City for review and comment. Contract documents will be provided to the City at 90%.
- P. Address the 60% and 90% comments and prepare final construction plans and contract documents. A final OPCC will be prepared and provided to the City.
- Q. The project will be registered with TDLR if the sidewalk improvements exceed \$50,000. Fees associated with the registration, review, and inspection are included in this scope.

Task 4 – Water and Sewer (upon authorization)

Once Task 2 is complete, the professional will notify the City of the need for water or sewer relocations. This task will begin only upon authorization from the City.

- A. Identify the need for water line and sewer line relocations and report to the City.
- B. Upon authorization, prepare plan sheets for relocation of water line or sewer lines, including plan and profile sheets, details, and OPCC
- C. Water and Sewer relocation sheets to be included with the 90% plan submittal.
- D. Prepare technical specifications.

Design Deliverables

Professional's project deliverables will consist of the following:

- 1. 30% Submittal – The Professional will submit electronic PDF plans of the roll plot and OPCC.
- 2. 60% Submittal – The Professional will submit electronic PDF plans and OPCC.
- 3. 90% Submittal – The Professional will provide electronic PDF plans, project manual, and OPCC.
- 4. 100% (Final) Submittal – The Professional will provide electronic PDF plans, project manual, and OPCC.
- 5. Each submittal will include design decisions summary and comment response (if applicable)

Special Services

Task 5 – Geotechnical Services

- A. The Professional, through its subconsultant CMJ Engineering, will perform geotechnical investigations and analyses to make a pavement recommendation. Both asphalt and concrete will be recommended. The Professional will prepare a geotechnical report describing existing geotechnical conditions and considerations necessary for design and construction of the project for City review and approval. The report will consist of up to eight (8) pavement borings.

Task 6 – Landscape and Irrigation

- A. Attend up to four (4) meetings with Parks Department including one (1) kickoff meeting and two review meetings.
- B. Prepare up to two (2) conceptual landscape options for the medians for the City review.
- C. Prepare up to two (2) concepts for median monument layouts for the City review.
- D. Prepare landscaping plans including planting layout, grading, material specifications, planning details and notes based upon City selected concept. It is assumed the landscape design will be included with 90% plans.
- E. Prepare monument design plan, details and specifications of City selected concept.

- F. Prepare irrigation plans including head locations, piping layout and material specifications based on City approved 90% landscaping plans.
- G. Designate existing trees to remain or to be relocated and specifications and details specific to these. It is assumed that the trees will remain on the east side of SH 360 and on the western limits of the project.
- H. Prepare landscaping and irrigation plans for restoring the landscaping along the parkways in areas of widening. It is assumed the west side of SH 360 will require landscaping.
- I. This task includes addressing one (1) round of City comments per submittal.

Task 7 – Subsurface Utility Engineering (upon authorization)

This task will begin only upon authorization from the City.

All Subsurface Utility Engineering (SUE) services provided for this project will be completed in conformance with the ASCE/CI 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” and performed through our subconsultant.

Based upon our understanding of the project's requirements, the general description of the scope of work involves researching available existing utility records and performing in-field utility designating (Quality Level A and B) with the objective of finding and mapping the horizontal and vertical location of existing utilities, within specified limits of this project listed below in the assumptions.

A. Records Research will consist of the following:

- Contact the applicable “one call” agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.), and City.
- Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.
- Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

B. The Designating Effort (Level B) will consist of the following:

- Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. We will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR). As agreed to with the City, this scope of work consists of mapping of the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, and storm sewer. Unless specifically requested, utility service lines and irrigation lines are not included in this scope.
- Interpret the surface geophysics, and mark the indications of utilities with paint or pin flags on the ground surface for subsequent depiction on deliverable utility maps. The existing utilities will be designated within the project limits.
- Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve

differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as “unknown” facilities.

- Survey the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables.
 - We do not anticipate maintenance of traffic for lane closures will be required for completion of designating (Quality Level B) work on this project. Normal traffic control, which is part of Quality Level B service, is considered standard placement of traffic cones and freestanding warning signage. Traffic control requiring lane closures, traffic detouring, police support, flagpersons, etc. is considered additional and may be added to the scope of work at the request of the City.
- A. Level B SUE will be completed for the following:
- Full limits of the following intersections: Fire Station 3 and Cannon Drive South
 - Level B SUE will be provided as needed for Level A test holes.
 - Professional will provide an exhibit to the City and proposed estimated cost for approval prior to beginning Level B SUE.
- B. The Locating Effort (Level A) will consist of the following:
- Employ vacuum excavation to verify horizontal and vertical location of existing utility at up to thirty (30) test hole locations as determined by the Professional. The following information will be provided:
 - Utility type
 - Size
 - Material
 - Depth to top of line
 - General direction
 - Original fill material will be replaced in six (6) inch compacted lifts, base material and surface pavement will be completed in place as necessary.
 - Subconsultant will notify surveyor when bore holes have been completed. Surveyor to acquire location data and provide to Professional for incorporation in design survey.
 - Professional will provide an exhibit to the City and proposed estimated cost for approval prior to beginning Level B SUE.
- C. Traffic Control permits will be prepared and obtained as needed.

Task 8 – Franchise Utility Coordination

Due to the unknown level of effort required for this task we have assumed 60 hours of effort. The following Services are anticipated:

- A. Identify franchise utility contacts
- B. Send plans to franchise utility companies.
- C. Support City as needed. Attend up to six (6) meetings with franchise utility companies to review and coordinate relocation design. Virtual meetings are assumed.
- D. Prepare and maintain Utility Conflict Matrix.
- E. Review relocation plans.

Task 9 – TxDOT Coordination/Permitting

Due to the unknown level of effort required for this task we have assumed 80 hours of effort.

- A. Attend up to four (4) meetings with TxDOT including a kickoff meeting,
- B. Assist with the preparation of LOSA agreement as requested by TxDOT for the approval of modifications at the intersection of IH 360. The following tasks are anticipated for the execution of LOSA agreement.
 - Prepare and submit Project Initiation Form;
 - Prepare and submit CSJ request Form;
 - Prepare a project location map and conceptual level cost estimate;
 - Review agreement drafted by the TxDOT;
- C. Prepare comment response matrix for each submittal.
- D. Address up to two (2) rounds of comments from TxDOT.

Task 10 – Environmental Services (TxDOT Categorical Exclusion) (upon authorization)

This task will begin only upon authorization from the City.

- A. Modifications to right-of-way and/or TxDOT funding as part of the proposed project are anticipated to trigger compliance with the National Environmental Policy Act (NEPA), as implemented and reviewed by TxDOT. The anticipated level of NEPA documentation and analysis is a Categorical Exclusion (CE). Categorically excluded projects cannot cause any significant impacts on any natural, cultural, recreational, historic, or other resources and no unusual circumstances may occur that would preclude the project from being categorically excluded. PROFESSIONAL will perform and document a CE for each project as presented below.
 - Scoping Assessment

This subtask is intended to assist the City in securing the appropriate scope determination from TxDOT for the proposed project. Professional will perform the following task to complete the scoping assessment:

 - Organize a kickoff call with TxDOT and the CITY for a project kick-off to review the project and schedule.
 - Complete current TxDOT scope forms/documents and/or Project Description Form (or TxDOT District equivalent) to identify required actions that need to be entered into a Project Scope Form. The outcome of the scoping assessment will determine which specific studies, technical reports, and coordination will be required. TxDOT Environmental subject matter experts and TxDOT District staff reserve the right to make project-level decisions regarding required actions and/or findings generated by the scoping review.
 - Scoping documents will be submitted to TxDOT for review and comment prior to initiating required studies and technical reports.

- Site Visit

Professional will perform a reconnaissance of the site to collect appropriate data pertaining to items to be further assessed as detailed in the executed Project Scope Form.

- Studies Report and Coordination

As determined by the results of the Scoping Assessment, Professional will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. Professional will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate and required by TxDOT. Studies will be performed in accordance with TxDOT guidelines and will follow TxDOT toolkits. Based on limited project information and in the absence of scope determination from TxDOT, Professional anticipates performing the following at a minimum:

- Species Analysis and Tier I Site Assessment Form
- Surface Water Analysis
- HazMat ISA

Task 11 – Bid Phase Services

Professional will provide up to forty (40) hours of Bid Phase Services. The following Services are anticipated:

- A. Professional will submit final Project Manual/Contract Documents prepared under Tasks 2 and 3.
- B. Professional will address bidder questions and issue up to two Addenda.
- C. Professional will attend bid opening, prepare bid tabulation, and review qualifications of the apparent low bidder.

Task 12 – Construction Phase Services

Professional will provide up to one hundred (120) hours of Construction Phase Services. The following Construction Phase Services can be provided if requested by the City:

- A. Pre-Construction Conference. Professional will conduct or attend a Pre-Construction Conference before the start of construction.
- B. Site Visits and Construction Observation. Professional will make visits as requested by the City to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Professional will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep City informed of the general progress of the work.
 - a. Professional will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Professional does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
 - b. Professional is not responsible for any duties assigned to it in the construction contract

that are not expressly provided for in this Agreement.

- C. Construction Meetings. Professional will attend construction meetings on site as requested by the City.
- D. Recommendations with Respect to Defective Work. Professional will recommend to City that Contractor's work be disapproved and rejected while it is in progress if Professional believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- E. Clarifications and Interpretations. Professional will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by City.
- F. Change Orders. Professional may recommend Change Orders to the City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. Shop Drawings and Samples. Professional will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- H. Substitutes and "or-equal/equivalent." Professional will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- I. Inspections and Tests. Professional may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Professional's area of responsibility. Professional's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Professional is entitled to rely on the results of such tests.
- J. Disputes between City and Contractor. Professional will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Professional shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision.
- K. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Professional will recommend amounts that Contractor be paid. Recommendations will be based on Professional's knowledge, information and belief, and will state whether in Professional's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Professional's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- L. Substantial Completion. When requested by Contractor and City, Professional will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- M. Final Notice of Acceptability of the Work. Professional will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Professional may recommend final payment to Contractor.

Task 13 – Record Drawings

Professional will prepare record drawings at Broad Street & Wisteria Street. Professional will conduct one field visit to make general observations and gather information for the record drawings. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Professional will also rely on information reported by the Contractor.

The record drawings will show changes during the construction process reported by the contractor and considered to be significant. The drawings are not guaranteed to be “As Built” but are based on the information made available.

Professional will provide one PDF copy of all sheets.

Additional Services

Any services requested that are not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By City

The Professional shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City’s consultants or representatives. The City shall provide all information requested by Professional during the project, including but not limited to the following:

- Record drawings and maps
- Relevant design standards
- Adjacent development plans

Responsibilities of City

In addition to other responsibilities set out in this Agreement, the City shall provide any access agreements needed for The Professional and its subconsultants to obtain data identified in the scope of services.

Fee and Expenses

The Professional will perform the services on a labor fee plus expense basis with the maximum labor fee shown below.

Basic Services

Task 1	Project Management	\$86,000
Task 2	30% Design	\$117,000
Task 3	Preliminary and Final Design	\$588,000
Basic Services Subtotal		\$791,000

Special Services

Task 4	Water and Sewer Line Relocations (Upon Authorization)	\$15,000
Task 5	Geotechnical Engineering	\$25,000
Task 6	Landscape and Irrigation Design	\$66,000
Task 7	Subsurface Utility Engineering (Upon Authorization)	\$110,000
Task 8	Franchise Utility Coordination	\$12,000
Task 9	TxDOT Coordination	\$17,000
Task 10	Environmental Documentation (Upon Authorization)	\$20,000
Task 11	Bidding	\$8,000
Task 12	Construction Phase Services	\$25,000
Task 13	Record Drawings	\$11,000
Special Services Subtotal		\$299,000

Maximum Labor Fee \$1,100,000

The Professional will not exceed the total maximum labor fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. The Professional reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee (6%) will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City. Should the City request The Professional to advance any such project fees on the City's behalf, an invoice for such fees, with a fifteen percent (10%) markup, will be immediately issued to and paid by the City.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$160 - \$245
Professional	\$230 - \$295
Senior Professional I	\$255 - \$350
Senior Professional II	\$335 - \$370
Senior Technical Support	\$155 - \$280
Support Staff	\$110 - \$145
Technical Support	\$125 - \$150

Effective through December 31, 2023

Subject to periodic adjustment thereafter