



Kimley-Horn  
and Associates, Inc.

June 12, 2013

Mr. James H. Fish, RLA, CPSI  
Senior Park Planner  
City of Mansfield  
1200 E. Broad Street  
Mansfield, TX 76063

■  
Suite 950  
801 Cherry Street, Unit 11  
Fort Worth, Texas  
76102

Re: On-Street Bicycle Master Plan  
Mansfield, Texas  
Proposal for Planning Services

Dear Mr. Fish:

Kimley-Horn and Associates, Inc. (KHA) is pleased to submit this Letter Agreement to the City of Mansfield (Client or City) to provide professional services to provide an On-Street Bicycle Master Plan. Our project understanding, scope of services, schedule, and fee are below.

#### **Project Understanding**

The City is seeking to develop a Citywide On-Street Bicycle Master Plan. This plan will supplement the existing Trails Master Plan that was included in the 2009 Parks, Recreation, Open Space and Trails Master Plan. The previous plan identifies off-street trails, enhanced sidewalks, bike routes, and spine trails. This plan will focus on the roadway facilities identified as enhanced sidewalks and bike routes to identify the appropriate facilities. The plan focus will be to build on many of the principles identified in the previous study:

- Create a citywide network of trails, sidewalks, and bike routes;
- Connectivity (on-street network to complement trail network and neighborhood streets);
- Promote a feeling of safety on all trails and routes;
- Provide a variety of facility types; and
- Provide access to destinations such as schools and trails.

Incorporated into this plan will be a prioritization plan and implementation strategy. Part of the implementation strategy will be the development of new alternative cross sections that could be utilized during implementation of this plan and these cross sections could be a step towards the development of a complete streets policy.



### Scope of Services

If services beyond those defined in this scope are to be required, KHA will confer with the Client to receive further authorization before such additional services are performed.

#### Task 1: Survey the 2013 Mansfield On-Street Bicycle Master Plan Area

- A. Collection of GIS Data. The City will provide KHA with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS 9.x format. All data will be projected in NAD 83 State Plane, Texas South Central Zone Coordinates. Data should include:
- Public roads within the City;
  - Thoroughfare Plan;
  - Trail Plan;
  - Trail Plan(s)/Bike Plan(s) from neighboring municipalities;
  - Traffic signals;
  - Major activity centers/shopping center;
  - Parks;
  - Public buildings/City properties;
  - Schools;
  - 85<sup>th</sup> percentile speeds;
  - Available traffic counts; and
  - Most recent high resolution ortho photography of the City.
- B. Determination of Study Area for Bicycle Network. KHA and the City will determine the roadways within the City to be inventoried. It is anticipated that the inventory will include the bike routes and enhanced sidewalk roadways identified on the City's Master Trail Plan plus additional collector and strategic local facilities identified to create key connections.
- C. Field Data Collection for Bicycle Network. KHA will prepare for and attend a four-day field and data gathering visit (three KHA employees) to the City. The purpose of the field visit is to collect data needed in the development of the bike routes and recommendation of bicycle facility types. The data will be collected and transcribed into a GIS format.

This data collection will include the following:

- Facilities pavement width;
- Presence of on-street parking;
- Posted speed;
- In-field facility recommendation;
- In-field facility recommended action; and



- Comments including driver behavior and other in-field observations that may impact bicycle facilities recommendations.

#### Task 2: Develop Draft On-Street Bicycle Master Plan

A. Draft Bicycle System Master Plan Map. Based on the surveys received during the previous Trail Master Plan and the results of Task 1, KHA will complete a draft master plan network with facility recommendations. The information will be integrated into a GIS database and will be displayed on GIS maps. Bicycle infrastructure recommendations in the Draft Bicycle System Master Plan Map may include, but are not limited to:

- On-street dedicated bicycle lanes;
- Paved shoulders;
- On-street shared narrow lanes (where "Bikes May Use Full Lane");
- On-street shared wide lanes (where cars and bikes ride side-by-side);
- On-street neighborhood wayfinding network;
- On-street signed bicycle routes;
- On-street dedicated cycle tracks (if applicable);
- On-street bicycle boulevards (if applicable);
- Off-street side paths to increase connectivity of on-street and off-street system; and
- Identification of spot locations where specific improvements are needed to address barriers and create a connected system. The design of solutions for barriers is will be included in a separate task.

#### Task 3: Roadway/Intersection Concept and Typical Design Details

A. Roadway/Intersection Concept. KHA will prepare up to three (3) typical details at intersections and five (5) concepts for roadway/intersections identified in Task 1 and Task 2. These concepts are planning level with the intent to communicate the recommended facility to be implemented.

B. Bicycle Facility Typical Details. KHA will prepare standard detail sheets for bicycle pavement markings facilities in accordance with the following guidelines.

- Electronic drawings will be in either AutoCAD or Microstation format and conform to City drafting standards.
- KHA anticipates that the standard details will require up to two (2) sheets for the standard bicycle pavement markings.
- KHA will incorporate one (1) round of City comments that are agreed upon at the review meeting into the final standard sheets.



- C. Alternative Street Cross Sections. KHA will examine the existing cross sections for the seven (7) roadway classifications in the City. KHA will propose up to two (2) alternative cross sections for each classification for a total of fourteen (14) additional cross sections. The intent of these cross sections is to compliment the bike plan and demonstrate complete street options for how roadways can be reconfigured using the existing pavement or reconstructed in the future. This task is not intended to be the development of a complete street policy or a context sensitive thoroughfare plan. City staff will perform the necessary tasks to incorporate the selected design cross sections into applicable City design standards.

Task 4: Public Involvement and Project Meetings

- A. Technical Committee Meetings. The City will formulate a technical committee for the development of the On-Street Bicycle Master Plan. This committee may be composed of City staff members and/or members of the community. It is anticipated that three (3) meetings will be held with the technical committee. It is anticipated these meetings will be focused on:
- Meeting 1. Discuss overview of the project. This meeting will occur prior to the completion of Task 1. Prior to Meeting 1 a focus group will be held to determine the popular routes
  - Meeting 2. Workshop to discuss draft pedestrian and bicycle network. This meeting will be held after a draft map is completed.
  - Meeting 3. Present final bicycle network and discuss implementation plan/document.
- B. Public Workshops. KHA will prepare for and facilitate one (1) public workshop. The workshop will focus on presenting and soliciting public comments on the draft bicycle network and recommendations, as well as an opportunity for the public to comment on modifications to the Plan. Two KHA employees will facilitate this meeting.
- C. City Council Meetings. KHA will prepare for and attend up one (1) City Council meetings.
- D. Additional Meetings with Staff. If requested by the City, KHA will prepare for and attend up to two (2) project update meetings with the City.





Task 5: Develop Draft and Final Pedestrian and Bicycle Implementation Plan Document

- A. Draft and Final Pedestrian and Bicycle Implementation Plan Report.  
KHA will develop a report to document the process to develop the On-Street Bicycle Master Plan. This report will focus on the engineering/planning components of a bicycle master plan. It is not intended to discuss policy recommendations. The report will include the following sections:
- Overview;
  - Methodology;
  - Public Involvement;
  - Recommended On-Street Bicycle Master Plan (referenced through exhibits);
  - On-Street Bicycle Master Plan Facility Types;
  - Bicycle Facility Concepts and Typical Details (developed in Task 3); and
  - Implementation Plan.
- B. KHA will respond to one round of City comments on the draft On-Street Bicycle Master Plan Report.
- C. KHA will provide a draft and final On-Street Bicycle Master Plan Report in PDF (electronic) format. The Consultant will also provide 10 printed copies of the On-Street Bicycle Master Plan Report.

**Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

- Messaging and Public Outreach Communications;
- Roadway Thoroughfare Plan Update;
- Complete Streets Policy Development;
- Context Sensitive Thoroughfare Plan Development;
- Full Safe Routes to School Plan Development;
- Design Services; and
- Any additional meetings.

**Information Provided By Client**

The master plan information used in the analysis shall be provided by the Client.



KHA shall be entitled to rely on the completeness and accuracy of all information provided by the Client.

#### **Schedule**

Tasks 1 through 3 will be completed within three (3) months, exclusive of client review time. Task 4 - 5 will be completed in a timely manner based upon public involvement schedules. Additional services, if desired, will be performed in a timely manner upon authorization by the Client.

#### **Fee and Billing**

KHA will perform the services described in the Scope of Services for a lump sum fee of **\$65,000**. All permitting, application, and similar project fees will be paid directly by the City.

Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the receipt of the invoice.



### Closure

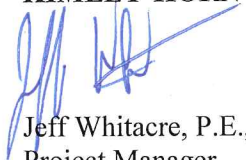
In addition to the matters set forth herein, our Agreement shall include, and shall be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the City of Mansfield, Texas.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Jeff Whitacre, P.E., AICP  
Project Manager



Scott R. Arnold, P.E.  
Contract Specialist

Attachment – Standard Provisions

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2013.

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**THE CITY OF MANSFIELD**  
**A Municipality**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, Witness  
(Print or Type Name)

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.



(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant 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, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.