

Exhibit A to Amendment Number 1,
dated August 11, 2022

Project Understanding:

The CITY has requested that CONSULTANT revise the scope and fee for the design of the Hike and Bike Trail Section 3B. The proposed modifications to the scope and fee consist of design for modifying the existing bridge over Walnut Creek on the east side to accommodate the new trail, instead of the previously scoped west side. The design consists of a trail loop underneath the south side of the bridge that connects the trail at grade on both sides of Matlock Road. This trail connection will consist of the structural design of a reinforced concrete retaining wall to support the trail and analysis/modification to the existing bridge. These modifications at the bridge/creek will also consist of the necessary hydraulic analysis and environmental analysis.

CONSULTANT will be removing the following services from the Contract:

- Task 7 – Signal Design at Cannon Gate

CONSULTANT will perform the following Additional Services:

The following roadway sections will be added to scope:

Modification: Task 2 Alternative Trail Section 3B Civil Construction Docs (+\$19,000 LS)

The alternative trail will consist of the design for an extension to the loop underneath the trail loop on the south side of the bridge that connects the trail at grade on both sides of Matlock Road.

Task 3A. Trail Connection Reinforced Concrete Retaining Wall Design (+\$125,000 LS)

The task consists of providing the necessary engineering related technical services for the design of the retaining wall under the bridge to support the trail and to analyze the existing bridge to make necessary modifications:

Preliminary Design (30%)

CONSULTANT will provide engineering services and prepare the preliminary plans for the trail connection. Services in this phase will consist of:

- A. Project Management and Criteria
 - Develop project production plan, including documenting design criteria, project schedule, and milestones.
 - Conduct one (1) progress meeting with City staff.
- B. Data Collection
 - Through a subconsultant, obtain a geotechnical report to provide design criteria for the concrete retaining wall (see **Task 4**).
- C. Existing Bridge Analysis
 - Analyze the existing bridge to determine bridge stability at existing conditions and at ultimate scour depth to determine any need for strengthening due to the trail (wall) installation.

- Analyze impacts of bridge foundations and abutments due to reduction in lateral capacity or group effects as a result of proposed retaining wall foundations.
- D. Reinforced Concrete Retaining Wall
 - Conceptual Retaining Wall Plans:
 - Preliminary General Notes
 - Wall Layout (plan and profile);
 - Wall Cross-Sections;
 - Wall/Trail Typical section;
 - Proposed construction staging areas.
- E. Prepare conceptual Traffic Control Plan.
- F. Perform internal quality control review.
- G. Preliminary design submittal.

Final Design (100%)

CONSULTANT will provide engineering services and prepare final plans. Services in this phase will consist of:

- A. CONSULTANT will address comments from the CITY on the 30% design submittal.
- B. Reinforced Concrete Retaining Wall
 - Final Conceptual Bridge Widening Plans:
 - Updated General Notes
 - Updated Wall Layout;
 - Updated Wall Cross-Sections;
 - Updated Wall/Trail Typical sections;
 - Drilled Shaft Details;
 - Miscellaneous Details;
 - General Notes
 - Applicable City/TxDOT Standard Details
 - Technical Specifications
 - Perform internal quality control review.

Modification Task 4. Geotechnical Services

(+\$7,000 LS)

Updated to include two additional borings for the proposed trail to pass under the Matlock Road bridge

Modification Task 5. Hydraulic Analysis

(+\$16,000 LS)

Update the Proposed Condition model for one (1) proposed alternative configuration for the proposed trail to pass under the Matlock Road bridge. This task consists of analyzing the hydraulic impacts of this alternative in relation to CITY criteria for the fully developed 100-year design storm and the existing 100-year design storm. Modeling will consist of grading or erosion control as needed to address impacts.

Modification Task 7. Signal Design at Cannon Gate

(-\$27,000 LS)

Task 7 from the Contract will be removed.

For the Additional Services set forth above, CITY shall pay CONSULTANT the following additional compensation:

The net change in fee as a result of this Amendment is an increase of \$140,000. The total contract amount will increase from \$247,000 to \$387,000. New or modified task amounts are shown in bold text below:

Task 1.	Base Trail Section 3B Civil Construction Documents	\$ 41,500 (LS)
Task 2.	Alternative Trail Section 3B Civil Construction Documents	\$ 47,500 (LS)
Task 3.	Walnut Creek Bridge Modifications (Widening)	\$ 50,000 (LS)
Task 3A.	Trail Connection Reinforced Concrete Retaining Wall Design	\$ 125,000 (LS)
Task 4.	Geotechnical Services	\$ 18,000 (LS)
Task 5.	Hydraulic Analysis	\$ 70,000 (LS)
Task 6.	Environmental Evaluation	\$ 7,000 (LS)
Task 7.	Signal Design at Cannon Gate Drive	\$ 0,000 (LS)
Task 8.	Opinion of Probable Construction Cost	\$ 6,000 (LS)
Task 9.	Submittals and Permitting	\$ 4,000 (HR)
Task 10.	TDLR Review and Inspections	\$ 2,000 (LS)
Task 11.	Franchise Utility Coordination	\$ 4,000 (HR)
Task 12.	Technical Specifications for Bidding	\$ 2,000 (LS)
Task 13.	Response to RFIs and Shop Drawings	\$ 10,000 (HR)
Total Not to Exceed Fee		\$387,000

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 1 DATED August 11, 2022 to the agreement between City of Mansfield , ("CITY") and Kimley-Horn and Associates, Inc. (CONSULTANT), dated March 1, 2022 ("the Contract") concerning the Design and Opinion of Cost of the Walnut Creek Linear Park, Phase 3B (the "Project").

CONSULTANT has entered into the Contract with CITY for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Contract is amended to include Additional Services to be performed by CONSULTANT and provisions for additional compensation by the CITY to the CONSULTANT, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CITY:

CONSULTANT:

CITY OF MANSFIELD, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: _____

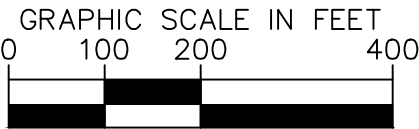
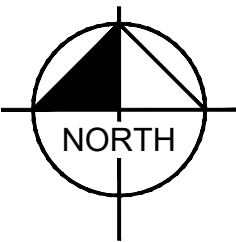
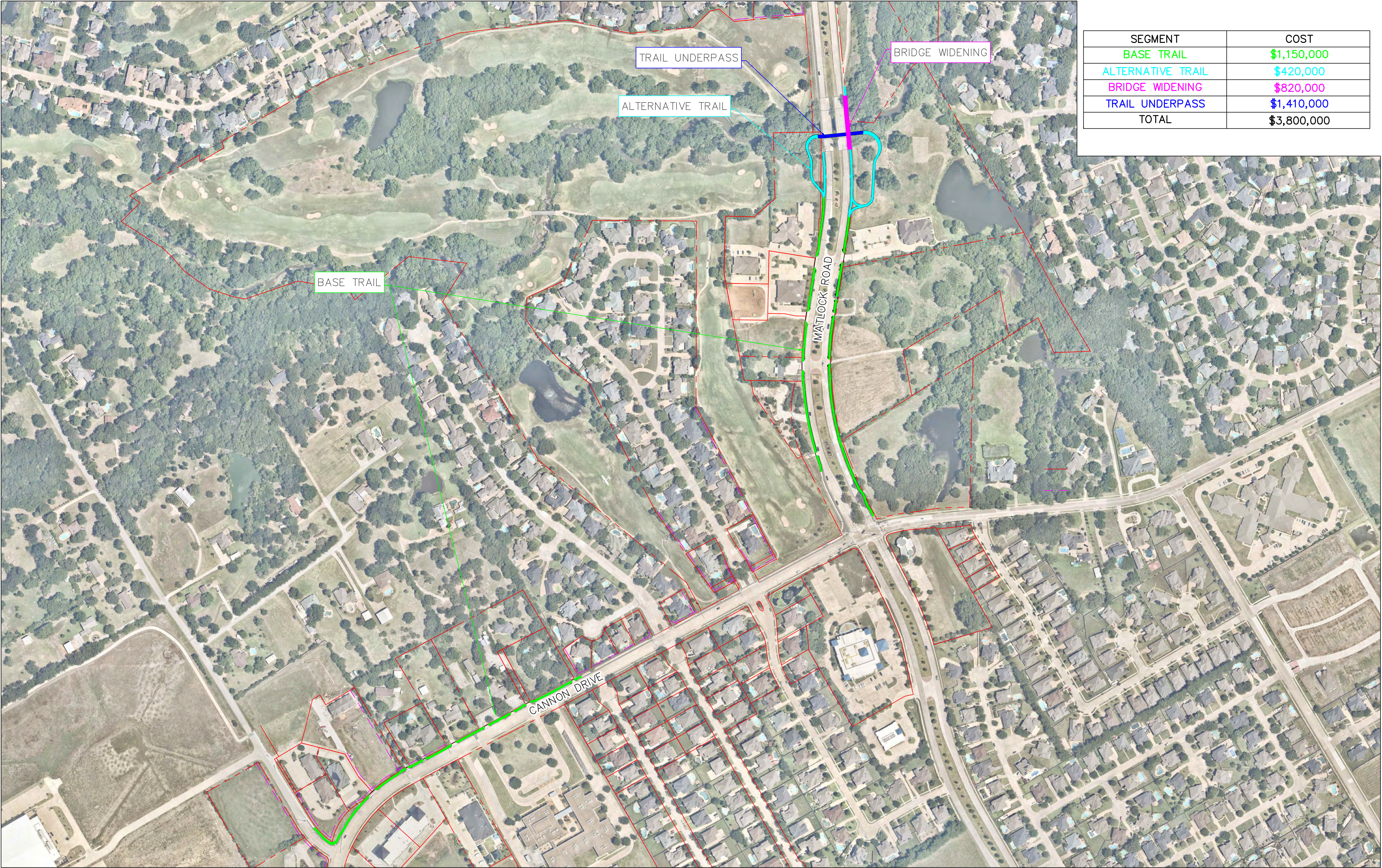
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Last Saved: 2022-09-13 16:36:04 (Layout1)
Filename: k:\fw_lpt0\06108068-mansfield_3b_trail\cadd\exhibit\trail_opcc_exhibit.dwg



SEGMENT	COST
BASE TRAIL	\$1,150,000
ALTERNATIVE TRAIL	\$420,000
BRIDGE WIDENING	\$820,000
TRAIL UNDERPASS	\$1,410,000
TOTAL	\$3,800,000

DATE: September 2022
DESIGN: JAW
DRAWN: MTB
CHECKED: DLS
KHA NO.: 06108068

SHEET NUMBER

1

CONCEPTUAL
OPCC EXHIBIT

CITY OF MANSFIELD
3B TRAIL

THIS DOCUMENT IS INCOMPLETE
AND IS RELEASED TEMPORARILY
FOR INTERIM REVIEW ONLY. IT IS
NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JEFFREY A. WHITACRE P.E.
SERIAL NO. 102469
DATE: SEPTEMBER 2022

Kimley»Horn

501 Cherry Street, Suite 11, Suite 1300, Fort Worth, TX 76102
Phone (817) 335-5511 Fax (817) 335-5511

No.	Revision	By	Date



January 11, 2021

Mr. J. Chris Ray, ASLA
Park Planner
City of Mansfield
1164 Matlock Road
Mansfield, TX 76063

Re: Professional Services Agreement
Hike and Bike Trail Section 3B

Dear Mr. Ray:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Mansfield ("City" or "Client") for providing professional services to the design of Hike and Bike Trail Section 3B ("Project"). Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

City has requested Kimley-Horn provide a scope and fee for the design of the Project, as illustrated on Exhibit A. The proposed Project will consist of the removal and/or widening of the existing sidewalk on the northside of Cannon Drive from Carlin Road to Walnut Bend Drive and on the westside of Matlock Road from Carlin Road to Walnut Bend Drive from approximately 300' north of Cannon Drive to Cannon Gate Drive as outlined in red on Exhibit A (~3,650 feet). In addition, design will be completed for an alternative trail that crosses Matlock Road and continues on the westside of Matlock Road from Broad Street to the bridge over Walnut Creek and include a modification to the traffic signal at Matlock Road and Cannon Drive. The project also consists of the design of a pedestrian bridge on the west side of the bridge over Walnut Creek. The pedestrian bridge design will consist of the necessary hydrology analysis and environmental analysis. A traffic signal will be designed at Cannon Gate Drive to allow for a crossing to the existing trail that will connect to Elmer W. Oliver Nature Park. The scope is broken into the following tasks.

1. Base Trail Section 3B Civil Construction Documents
2. Alternative Trail Section 3B Civil Construction Documents
3. Pedestrian Bridge Design
4. Geotechnical Services for Pedestrian Bridge Design
5. Hydrologic Analysis
6. Environmental Analysis
7. Signal Design at Cannon Gate Drive
8. Trail Section 3B Opinion of Probable Construction Cost
9. Submittals and Permitting
10. TDLR Review and Inspection
11. Franchise Utility Coordination
12. Technical Specifications for Bidding
13. Response to RFIs and Shop Drawing



Exhibit A

Scope of Services

The tasks outlined below are the professional services to be provided by Kimley-Horn. The scope of services described for Lump Sum will be completed for the lump sum fee indicated and the scope of services described for Hourly (HR) will be completed at the hourly rate for a fee not to exceed.

Task 1. Base Trail Section 3B Civil Construction Documents (\$41,500 LS)

Base on the site walk and City comments, Kimley-Horn will prepare civil engineering plans consisting of the following:

- A. Cover Sheet. Showing sheet index, project location map, contact information and plan submittal and review log
- B. General Notes. Showing general notes related to proposed construction based on jurisdiction standards.
- C. Demolition Plan. Showing existing site conditions that will be removed.
- D. Dimension Control Plan – Showing the trail location/alignment and property boundary with dimensional ties for construction purposes.
- E. Paving and Strip Plan. Showing proposed trail paving for the trail sections. The center strip will be shown on the plans as dictated by the Parks Department.
- F. Grading Plan. The trail grading plan will be shown on a plan and profile sheet. The design of the trail will follow AAHSTO and City standards. The grading plan will indicate spot elevations and contours for the trail section. Detailed grading will only be provided for ramp sections. Retaining walls, if needed, will be shown with propose top and toe evaluations in the wall zones. No walls are anticipated to be required.
- G. Erosion Control Plan/SWPPP. Showing initial erosion control measures to be installed prior to disturbance of the trail corridor. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permit. This erosion control plan is intended to be submitted as the SWPPP for the project.
- H. Construction Details. Typical construction details for proposed civil engineering improvements will be included by reference to applicable City standard details. If necessary up to three special construction details will be included in the plan set.
- I. Comments. This task consists of the preparation of plans and revisions based on up to two rounds of City comments. Effort to respond to additional review comments is included in the Submittals and Permitting task described below.

Task 2. Alternative Trail Section 3B Civil Construction Documents**(\$28,500 LS)**

The alternative trail section (Cannon Drive to Matlock Road Bridge) will follow the same scope as Task 1 and be incorporated into the plan set for Task 1.

Kimley-Horn will prepare traffic signal modification layout, details, specifications, and opinion of probable construction cost (OPCC) for the design of traffic signal modifications at the intersection of Matlock Road and Cannon Drive. The modification at this intersection is limited to redesigning pedestrian signals on the northeast and northwest corners of the intersection to accommodate proposed trail crossings. It is anticipated that the crosswalks on east and west legs of intersection will require adjustment based on new curb ramp layout on northeast and southeast corners. The design will be done in accordance with City's and TxDOT specifications and standards. It is assumed that the traffic signal modification plans will be incorporated into the overall design plan set.

Task 3. Pedestrian Bridge Design**(\$50,000 LS)**

The task consists of providing the necessary engineering related technical services for the design of the bridge widening:

Preliminary Design (30%)

Kimley-Horn will provide engineering services and prepare the preliminary plans for the bridge widening. Services in this phase will consist of:

- A. Project Management and Criteria
 - Develop project production plan, including documenting design criteria, project schedule, and milestones.
 - Conduct one (1) progress meeting with City staff.
 - Project site visit (up to one (1) visit).
- B. Data Collection (Provided by the City)
 - Design criteria; previous reports and studies.
 - Latest BRINSAP report.
 - Record drawings.
 - Through a subconsultant, obtain a geotechnical report to provide design criteria for bridge foundations and abutment design (see **Task 4**).
- C. Bridge Improvements
 - Conceptual Bridge Widening:
 - Preliminary General Notes.
 - Bridge layout.
 - Typical section.
 - Removal plan.
 - Proposed construction staging areas.
- D. Prepare conceptual Traffic Control Plan.
- E. Perform internal quality control review.
- F. Preliminary design submittal.

Final Design (100%)

Kimley-Horn will provide engineering services and prepare final plans. Services in this phase will consist of:

- A. Kimley-Horn will address comments from the City on the 30% Design Submittal.
- B. Bridge Improvements
 - Final Conceptual Bridge Widening Plans:
 - Updated General Notes
 - Updated Bridge layout
 - Updated Typical sections
 - Updated Removal plan
 - Abutment, column, bent, beam, slab, and railing details
 - Special Details
 - General Notes
 - Standard Details
 - Technical Specifications
 - Perform internal quality control review.

Task 4. Geotechnical Services for Pedestrian Bridge Design**(\$11,000 LS)**

- A. Subsurface Exploration.
 - Drill and extrude the following:
 - Up to two (2) bridge borings to depths of 50-feet below existing grade using truck-mounted equipment, one near each existing bridge abutment.
 - Check samples for consistency with a hand penetrometer.
 - Stake the boring locations using normal taping procedures (location and elevation to be surveyed).
 - Backfill bore holes and plug at the surface.
 - Provide continuous sampling (with field strength testing).
 - Rock will be evaluated for hardness by TxDOT cone penetration field testing.
- B. Laboratory Services
 - Testing.
 - Moisture contents to determine profile of moisture variations.
 - Atterberg limits and sieve analysis for classification of soils.
 - Unconfined compression tests to evaluate soil strengths.
 - Swell test to determine swell potential and subgrade treatment requirements (Swell Test Method).
 - Lime Stabilization Series to determine percent lime and or cement required for subgrade stabilization, if required.
 - Sulfate test.
 - Standard proctor.
 - Resilient modulus.
 - Direct shear for slope stability analysis.

Task 5. Hydrologic Analysis**(\$54,000 LS)**

This task consists of work associated with the hydraulic evaluation of Walnut Creek 3 at the existing Matlock bridge crossings. The following will be performed as part of this task:

- A. Perform topographic survey upstream of the Matlock bridge along Walnut Creek 3. Limits of survey consist of the area under the Matlock bridge (including all bridge elements) up to 60 feet upstream. Width of topographic survey will extend to capture all abutment embankment headers to top of pavement and 50 feet from top of channel bank on each side.
- B. Request effective hydrologic and hydraulic models from the City and/or FEMA.
- C. Request relevant data pertaining to Walnut Creek 3 from the City. This information may include creek information/studies, models, record drawings, GIS file, aerials, contour/LiDAR information, etc. LiDAR data from TNRIS will be obtained if City does not have contour data available.
- D. This scope of services assumes that a base HEC-RAS hydraulic model is available. If one is not available, Kimley-Horn can develop an existing condition model as additional services.
- E. Develop a revised existing model by updating the base model with topographic survey listed under a separate task.
- F. Develop the proposed condition model for one (1) proposed alternative configuration for the proposed bridge widening. This task consists of analyzing the hydraulic impacts of this alternative in relation to City criteria for the fully developed 100-year design storm and the existing 100-year design storm. Modeling will consist of grading or erosion control as needed to address impacts.
- G. Perform floodway modeling for the existing 100-year storm event.
- H. Perform a scour analysis for the proposed alternative.
- I. Prepare a Preliminary Floodplain Study submittal to the City to report the proposed condition floodplain design. Kimley-Horn will submit a digital pdf of the Preliminary Floodplain Study. The Preliminary Floodplain Study is anticipated to consist of hydraulic analyses for the fully developed 100-year and existing 100-year storm events and will also consist of the following information:
 - Report text
 - Effective hydraulic data
 - Revised Existing hydraulic data
 - Proposed hydraulic data
 - Floodway data
 - Floodplain workmaps
 - Digital files
- J. Kimley-Horn will address up to one (1) round of reasonable City comments from the Preliminary Floodplain Study submittal. Reasonable is defined as comments that are minor and corrective in nature, and do not alter the scope and amount of effort assumed and identified in this

agreement. Response to additional rounds of comments will be considered Additional Services.

- K. Perform hydraulic modeling for final design revisions and any associated grading and erosion control and update Floodplain Study.
- L. Size rock riprap if included in the design.
- M. Prepare a Floodplain Development Permit.
- N. Kimley-Horn will submit the final Floodplain Study in digital pdf format.
- O. This task includes up to one meeting with City staff to discuss the floodplain and hydraulic analysis.

Task 6. Environmental Analysis**(\$7,000 LS)**

- A. Proposed Preliminary Jurisdictional Determination
 - This task will consist of a review of readily available aerial photography and published data for the property, including United States Geological Survey (USGS) topographic maps and United States Department of Agriculture (USDA) soils maps. This task also consists of field reconnaissance of the study area to determine the extent of potentially jurisdictional wetlands and other waters of the U.S. that may be subject to Section 404/401.
 - Prepare a Proposed Preliminary Jurisdictional Determination report. This effort will be performed by a qualified scientist. The delineation will be based on the professional judgment of Kimley-Horn, its use of the USACE 1987 manual (as modified by the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, Version 2, March 2010), and it is understood that final authority over the delineation of waters of the United States lies with the appropriate federal agency. Potentially jurisdictional areas will be described in the text of the report and will be graphically depicted on aerial photography and other base data to provide an understanding of the potentially jurisdictional areas. Kimley-Horn does not anticipate the need to flag or survey aquatic features. If this is required, it can be performed as an additional service under a separate scope of work.
- B. USACE Permitting – Nationwide Permitting Memorandum to File (Non-Notification)
 - Kimley-Horn will provide a descriptive memo discussing the use of Nationwide Permit 14 (Linear Transportation Projects) under a 'non-notification' scenario. The memo can be used to document the 'non-notification' permitting scenario and to provide the selected contractor with information relating to permit compliance. A description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification will be included. Though no coordination with the Corps is proposed, the use of this permit constitutes compliance with appropriate Federal regulations. All terms and conditions of the permit must be met by the City.
 - If any triggers for notification to the Corps are met, then it will be necessary to prepare a preconstruction notification under a separate letter agreement. This may be the case if:
 - The permit General or Regional Conditions cannot be met;
 - Specific triggers for notification to the Corps are met within the permits;

- The impacts thresholds for the Nationwide Permit program are exceeded (greater than 0.10-acres and less than 0.50-acres at each separate, single and complete crossing); or
- City requests verification from the Corps.
- If impacts exceed 0.50-acres at any separate, single and complete crossing, then an Individual Permit would be required and would be pursued under a separate letter agreement.
- This scope is based on the understanding that proposed impacts to waters of the U.S. are less than 0.10-acre at each separate, single and complete proposed crossing, the project will not include impacts to 'special aquatic sites' including wetlands, and will not result in stream channelization. Task 6.A is necessary to complete this task and consists of field work to collect data necessary to prepare the NWP 14 Memorandum to File.
- The memo will consist of the following information:
 - Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;
 - Site visit photographs to document existing/preconstruction conditions;
 - A copy of the NWP 14 permit language with General Conditions;
 - State Water Quality Certifications and Conditions;
 - NWP Regional Conditions for Texas;
 - Threatened and Endangered Species information from readily available databases; and
 - Document known cultural resource information from readily available databases.
- This task assumes coverage under the 2017-2022 nationwide permits.

Task 7. Traffic Signal at Cannon Gate Drive

(\$27,000 LS)

Kimley-Horn will prepare traffic signal layout, details, specifications for the design of a traffic signal at the intersection of Matlock Road and Cannon Gate Drive. The signal design will consist of a pedestrian signal for crossing Cannon Gate Drive on the west leg of the intersection and trail crossing on the south leg of the intersection. The design will be done in accordance with City's and TxDOT specifications and standards. It is assumed that the traffic signal plans will be incorporated into the overall design plan set. A standalone plan set will not be required traffic signal submittal.

Kimley-Horn will prepare following plan sheet and submittal materials for the traffic signal design.

- Traffic Signal General Notes: Showing general notes related to proposed traffic signal construction based on City and TxDOT standards.
- Quantity Summary Sheets: Showing summary of anticipated bid items and quantities necessary for the traffic signal construction at this intersection.
- Existing Conditions Plan: Showing existing conditions including existing traffic control at this intersection.
- Traffic Signal Layout Plan: Showing traffic signal layout consisting of pole locations, signal heads, cabinet, conduits, detection, communication, and luminaires.
- Traffic Signal Equipment Details: Showing blowups for each corner, if necessary.
- Traffic Signal Summary Charts: Showing design summary charts consisting of conduit and cable, cable inside the pole, cable termination, signal heads, detection charts, pedestrian timing charts and pole summary.

- Applicable City and TXDOT Standard Details: Showing applicable standard details for new traffic signal construction at this intersection.

Task 8. Opinion of Probable Construction Costs (\$6,000 LS)

Based on the approved civil plans or at a point the City deems the design to be substantially complete, Kimley-Horn will prepare an opinion of probable construction cost (OPCC). This projection will consist of approximate quantities and unit prices for each item identified. The City will review the OPCC for review and input. If revisions are required to reduce cost, an addendum will be issued prior to design.

Task 9. Submittals (\$4,000 HR)

Kimley-Horn will prepare for project submittals and responses to review comments beyond the effort otherwise included in Task 1. Kimley-Horn has budgeted up a maximum of \$4,000 for this task based on 20 hours of effort.

Task 10. TDLR Review and Inspection (\$2,000 LS)

Through a Registered Accessibility Specialist (RAS) subconsultant, Kimley-Horn will register the project with TDLR and have the design drawings reviewed for compliance with the Americans with Disabilities Act and the most current Texas Accessibility Standards. At the completion of construction, the RAS will perform a field inspection of the accessibility features of the project.

Task 11. Franchise Utilities Coordination (\$4,000 HR)

Kimley-Horn will perform the following services with the franchise utilities:

- Identify franchise utility contacts.
- Request each franchise utility to verify existing utility lines and appurtenances, identify size, material, type, and location and submit mark-ups to Kimley-Horn.
- Send one (1) set of drawings in PDF format to each of the following franchise utilities for review and comment upon City approval of plans:
 - Electrical
 - Gas
 - Communication/Fiber
- Investigate potential conflicts and coordinate with City staff in support of their efforts to coordinate with the franchise utilities.
- Prepare for and attend up to three (3) coordination meetings with the City and franchise utilities.

Kimley-Horn has budgeted up a maximum of \$4,000 for this task based on 20 hours of effort.

Task 12. Technical Specifications for Bidding (\$2,000 LS)

Kimley-Horn support the City for bidding service efforts as part of the City Bid Instructions Manual. It is anticipated that the City will handle Project Manual, bid tab and bid opening. Kimley-Horn will provide technical specifications to the City.

Task 13. Response to RFIs and Shop Drawings

(\$10,000 HR)

Clarifications and Interpretations: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents. Any authorization of variations from the Contract Documents will be made by the City.

Review and Respond to Shop Drawings. Kimley-Horn will review and approve or take appropriate action with respect to Contractor submitted shop drawings, product samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

Kimley-Horn has budgeted up a maximum of \$10,000 for this task based on 50 hours of effort..

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:

- Street lighting.
- Curb Relocations.
- Public Meetings
- Infield Construction Support Services.
- Additional hours for RFIs or Construction Phase Services.

Information Provided By City

We 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 survey will be provided by the City.

Schedule

Tasks 1 through 8 will be completed within four (4) months, exclusive of City review time. Task 9-12 will be completed in a timely manner based upon coordination and bid processes. Additional services, if desired, will be performed in a timely manner upon authorization by the City.

Fee and Expenses

Kimley-Horn will perform the services on a lump sum (LS) and hourly (HR) basis. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task 1	Base Trail Section 3B Civil Construction Documents	\$ 41,500 (LS)
Task 2	Alternative Trail Section 3B Civil Construction Documents	\$ 28,500 (LS)
Task 3	Pedestrian Bridge Design	\$ 50,000 (LS)
Task 4	Geotechnical Services for Pedestrian Bridge Design	\$ 11,000 (LS)
Task 5	Hydrologic Analysis	\$ 54,000 (LS)
Task 6	Environmental Analysis	\$ 7,000 (LS)

Task 7	Signal Design at Cannon Gate Drive	\$ 27,000 (LS)
Task 8	Opinion of Probable Construction Cost	\$ 6,000 (LS)
Task 9	Submittals and Permitting	\$ 4,000 (HR)
Task 10	TDLR Review and Inspection	\$ 2,000 (LS)
Task 11	Franchise Utility Coordination	\$ 4,000 (HR)
Task 12	Technical Specifications for Bidding	\$ 2,000 (LS)
Task 13	Response to RFIs and Shop Drawings	\$ 10,000 (HR)

Total Not to Exceed Fee **\$247,000**

Kimley-Horn will perform the Lump Sum (LS) Tasks for the total lump sum labor fee indicated. In addition to the lump sum labor fees, Kimley-Horn will perform the Hourly (HR) services a labor fee plus expense basis with the maximum labor fee shown above. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client.

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, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

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

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute a copy of this Agreement in the spaces provided below and return a copy to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

[Remainder of page intentionally left blank]

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jeff Whitacre, P.E., AICP, PTP
Project Manager

Scott R. Arnold,
Vice President

CITY OF MANSFIELD

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Attachment – Standard Provisions
Rate Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through June 30, 2022

Subject to periodic adjustment thereafter

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 30 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 30 days at the rate of 12% per annum beginning on the 30th 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 30 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.