

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL ENGINEERING AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR DESIGN SUPPORT DURING CONSTRUCTION IN CONNECTION WITH CERTAIN TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$95,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On December 19, 2019, the City Council authorized a Professional Services Agreement (PSA) with Kimley-Horn and Associates for the design of traffic signal replacement as well as related improvements to comply with ADA accessibility standards at the intersections of Belt Line Road & Addison Road, Belt Line Road & Beltway Drive and Addison Road & Sojourn Drive.

WHEREAS, the City Council desires to authorize an additional scope of services with Kimley-Horn and Associates to provide the Town with design support during the construction phase of the same improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby approves the Agreement between the Town of Addison and Kimley-Horn and Associates, Inc. in an amount not-to-exceed of \$95,000 for design support during construction in connection with traffic signal and related improvements for the following three (3) intersections within the City:

Belt Line Road and Addison/Inwood Road
Belt Line Road and Beltway Drive
Addison Road and Sojourn Drive

A true and correct copy of the Agreement is attached to this Resolution as **Exhibit A** and the City Manager is hereby authorized to execute the Agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **14th** day of **DECEMBER** 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

Traffic Signal & ADA Improvements Project

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Kimley-Horn and Associates, Inc.** (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Professional agree as follows:

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the Traffic Signal & ADA Improvements Project (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. In performing the Scope of Services, Professional shall use that degree of skill and care ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Scope of Services are provided. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit “A”, attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants,

persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed NINETY-FIVE THOUSAND AND NO/100 (\$95,000.00). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any negligent errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages

to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time for Performance

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City. Any modifications made by the City to any of the Project Documents, or any

use, partial use or reuse of the Project Documents (in a manner not contemplated by this Agreement) without written authorization or adaptation by Professional will be at City's sole risk and without liability to Professional.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination plus any approved reimbursable expenses incurred prior to the termination date. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date plus any approved reimbursable expenses incurred prior to the termination date.

C. Termination for Force Majeure. To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) for injury to persons (including death), and for property damage;
 - (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
 - (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
 - (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
- (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
 - (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
 - (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).
- C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all current and published federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the state of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City (“the Effective Date”).

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.

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

Section 20. Independent Contractor.

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

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

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

If to City: Wesley S. Pierson, City Manager
Town of Addison
5300 Belt Line Rd.
Addison, Texas 75254

With copy to: Whitt Wyatt, City Attorney
Wood Banowsky, PLLC
3710 Rawlins St., Ste 1000
Dallas, Texas 75219

If to Professional: Lucy Cunningham (Richardson), P.E., PTOE
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240

Section 23. Counterparts.

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together

constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties.

Section 24. Exhibits.

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

Section 25. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 26. Authorization.

Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

Section 32. No Boycott Israel and/or No Industry Discrimination.

Pursuant to Texas Government Code Chapter 2270, the Professional's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the Professional's execution of this Agreement shall serve as verification that the Organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of last execution hereof.

FOR CITY:

Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

FOR PROFESSIONAL

Kimley-Horn and Associates, Inc.

By: Rebecca Micks
Becky Hicks, Regional Contract Lead

Date: December 1, 2021

ATTEST:

By: _____
Irma Parker, City Secretary

EXHIBIT "A"
SCOPE OF SERVICES

(attached)

**Exhibit “A”
Scope of Services**

Project Understanding

The Consultant designed permanent traffic signals to replace the existing traffic signals and associated ADA ramp and sidewalk improvements at the following three (3) intersections:

1. Belt Line Road & Addison Road/Inwood Road
 - a. 3 proposed signal pole locations, at northwest, southwest, and southeast corners
2. Belt Line Road & Beltway Drive
 - a. 3 proposed signal pole locations, at northwest, northeast, and southeast corners
3. Addison Road & Sojourn Drive
 - a. 2 proposed signal pole locations, at northwest and southwest corners

Through a subconsultant, the Consultant will procure subsurface utility engineering (SUE) survey at the eight (8) proposed signal pole locations. The Consultant will update signal pole locations at up to six (6) locations, perform bid phase services, and perform construction phase services as described below.

Professional Services

Subsurface Utility Engineering

The Subconsultant will perform SUE Quality Level B in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). The Subconsultant will utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that are within the existing proposed design corridor. This level of work includes acquiring as-built documentation from utility companies and making contact with their representatives. The limits of investigation will be from back of curb to right-of-way within each quadrant of proposed signal improvements. In areas where proposed signal foundations are not within pavement areas, including sidewalk, the Subconsultant will perform nondestructive excavation as a means to clear proposed foundation location of existing facilities by means of a combination of air excavation and probing to desired depth of foundation.

Quality Level-B (QL-B)

The Subconsultant will identify all utilities within the proposed project limits and provide a base utility map of identified facilities within project area.

The Subconsultant will designate with two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. This incorporates quality levels C and D information to produce Quality Level B deliverable (horizontal alignment).

Only toneable facilities will be designated to QL-B criteria. Non-ferrous metals, PVC pipe, or facilities without identifiable tracer wire cannot be located. Storm & wastewater facilities are not included in QL-B investigation.

Non-Destructive Excavation

The Subconsultant will utilize Vacuum Excavation to excavate by hydro or high-pressure air to disturb existing soil conditions. Through use of Air lance and water probing, the Subconsultant will probe to the proposed depth of foundation in an “X” pattern in increments of 6”. The intent is to clear foundation area of known facilities. If a uniform obstruction is found, be it rock or potential utility, the Subconsultant will continue air excavation to expose facility to determine presence of facility.

SUE Design Updates

The Consultant will modify up to six (6) signal pole locations, unless authorized by Town to reallocate budget for additional modifications, as needed based on the SUE results. The Consultant will update mast arm length, conduit, and wiring as needed for each updated signal pole location. The Consultant will incorporate these updates into the plans prior to the project’s bidding.

The Consultant will update project information on the cover sheet and update the OPCC with recent cost data.

Bid Phase Services

The Consultant will provide the bid phase services specifically stated below, as authorized by the Town.

The Consultant will combine signal design plans for three signals, previously prepared under two separate projects, into one bid package.

Pre-Bid Meeting

The Consultant will attend one (1) pre-bid meeting with potential bidders. The Consultant will provide a sign-in sheet and meeting minutes.

Addenda

The Consultant will address bidder questions and issue Addenda as directed by the Town.

Bid Tabulation

The Consultant will assemble a bid item spreadsheet and special specifications, as authorized by the Town, that may be required. Consultant will tabulate the bids received and evaluate general compliance of bids with the bidding documents. Consultant will provide a summary of this

tabulation and evaluation. If requested, Consultant will notify the selected Contractor on behalf of the Town.

Conformance Set

Consultant will prepare final specifications and contract book with the Contractor's executed contract documents and unit bid prices.

Construction Design Support Services

The scope of services listed below may or may not be performed as part of construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the Town and billed on a reimbursable basis as labor and direct expenses are incurred.

Services not included under this task are intentionally excluded from the services being provided by Consultant and would be considered additional 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 the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Professional neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Professional is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Preconstruction Meeting

Consultant will attend one (1) pre-construction meeting with the selected contractor before the start of construction. Consultant will prepare a record of the meeting and distribute it to all attendees. Consultant will prepare and provide four (4) conforming sets and two (2) original sets of final plans and specifications.

Site Visits

Consultant will make site visits as directed by the Town 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, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the Town informed of the general progress of the work.

Consultant 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. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Shop Drawing Submittals, Samples, and Change Orders

Consultant will review and take appropriate action in respect to Shop Drawings, Samples, Change Orders, and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action 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.

Consultant will prepare responses and comments on each submittal and transmit copies to the Contractor and Town staff. Consultant will maintain a record of submittals and responses. Shop drawings and submittals generally will be reviewed and returned in a mutually agreed upon timeframe, generally within seven (7) working days.

Consultant may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Clarifications and Interpretations

Consultant will respond to Contractor requests for information, as directed by the Town, 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 the Town.

Applications for Payment

Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend to the Town amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information, and belief. Recommendations will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant'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.

Final Walk Through and Punch List Preparation

The Consultant will assist the Town of Addison in conducting a final inspection of the completed construction. The Consultant will prepare a record of observations and items requiring correction by the Contractor prior to the Contractor's final payment.

Record Drawings

The Consultant will assemble record drawings at the project intersections.

The Consultant will conduct one (1) visit to each intersection for a final walkthrough. Such visits and observations by Consultant are intended 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. Consultant 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 will be based on information made available.

On-Call Services

This task is reserved for additional services not defined in the above described services that are deemed necessary by Town staff. The scope of services performed under this task would be mutually agreed upon by both parties and performed only after receiving written direction.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- Presentations and/or additional meetings
- Additional submittals
- Traffic control plan design
- Additional SUE effort

Information Provided By Client

Consultant shall be entitled to rely on completeness and accuracy of all information provided by the Town or the Town's consultants or representatives. The following information will be provided by the Town:

- Any utility records that were previously collected for the project area

Not-to-Exceed Fee Schedule:

All efforts will be performed on an hourly basis, with fees not to exceed those identified below without written authorization of the Town. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task	Fee
Subsurface Utility Engineering	\$ 34,000
SUE Design Updates	\$ 8,100
Bid Phase Services	\$ 13,000
Construction Design Support Services	\$ 36,000
On-Call Services	\$ 3,900
TOTAL	\$ 95,000

Schedule

The Consultant will provide its services as expeditiously as practicable and work with the Town to maintain a mutually agreeable schedule.

Deliverables

The Consultant's project deliverables will be:

- Existing utility layout submitted via electronic file (.dgn)
- Field sketch of field investigation
- Bid item spreadsheet
- Record drawings in electronic file formats

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

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

*Effective through June 30, 2022
Subject to periodic adjustment thereafter*