

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE MONTFORT DRIVE RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$792,700.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Kimley-Horn and Associates, Inc. for the Montfort Drive Reconstruction Project design in conformance with the City's requirements.

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. for the Montfort Drive Reconstruction Project design in conformance with the City's requirements and in an amount not-to-exceed of \$792,700.00, a copy of which is attached to this Resolution as **Exhibit A**. 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 **25th** day of **APRIL**, 2023.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

Exhibit A

PROFESSIONAL SERVICES AGREEMENT DESIGN OF MONTFORT DRIVE RECONSTRUCTION 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 professional services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with 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 written notice to proceed by City, Professional agrees to provide to City professional consulting services related to the Montfort Drive from Belt Line Road South to Town Limits project (“Project”), as set forth in the Scope of Services attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such 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 and the City has accepted the same, unless sooner terminated as provided in Section 8, below.

Section 3. Professional’s Obligations

(a) **Performance of Services.** Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) **Site Access.** City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the Scope of Services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

Exhibit A

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any negligent errors, omissions, or inconsistencies in the design, drawings, specifications, plans and other services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. 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 B**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. 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.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under 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.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of one (1) year following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

Exhibit A

(i) Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which an professional of similar skill and experience should have noticed to the City.

Section 4. Performance Schedule

(a) Time for Performance. 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. 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 in conformance with this Section 4 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.

(b) Extensions; Written Request Required. 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 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, and other documents (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component 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 any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; 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 any other documents prepared by Professional. 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) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific

Exhibit A

written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked “Confidential” or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional’s performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional’s total compensation under this Agreement shall not exceed \$465,400.00 for the ‘Basic Services’, and \$327,300.00 for the ‘Special Services’, as specified in the fee schedule set forth in **Exhibit B**.

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with this Agreement, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed 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 thirty (30) days of the City’s receipt of an approved invoice. Notwithstanding the foregoing, 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) Deductions. 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

Exhibit A

obligation of this Agreement, or in the event of the assertion by other parties of any claim for payment or liens for payment 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 reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance, for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services 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; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give timely notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Exhibit A

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. 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.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice.

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 GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. SUBJECT TO THE LIMITATIONS IN THE TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, 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

Exhibit A

NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT, OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES 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).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

Exhibit A

(c) pursuant to Texas Government Code Chapter 2251, that Professional's 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.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) 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 courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) 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. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) 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. (h) 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. (i) 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. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) 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.

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

Exhibit A

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

TOWN OF ADDISON, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

David Gaines
City Manager

By: Bradley J Hill

Bradley J. Hill
Regional Contract Lead

Date: _____

Date: April 13, 2023

Notice Address:

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75001
E: dgaines@addisontx.gov

Kimley-Horn and Associates, Inc.
Attn: Bradley J. Hill, Regional Contract Lead
801 Cherry Street, Unit 11,
Suite 1300,
Fort Worth, TX 76102
E: bradley.hill@kimley-horn.com

Addison Contract ID:
PSA_WW_April 11, 2023_v1.20220427

Exhibit A

**Exhibit “A”
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Kimley-Horn and Associates, Inc. (Consultant)
to perform Professional Engineering Services for
Montfort Drive from Belt Line Road South to Town Limits**

This scope of services identifies the design and engineering services that will be provided for the reconstruction of Montfort Drive from Belt Line Road south to the Town Limits (approximately 1,500 linear feet). General tasks under this scope will include roadway, permanent and temporary traffic signal, sidewalk, drainage, water line, sanitary sewer, landscaping, irrigation, and illumination design. Additionally, Consultant will provide topographic and boundary survey, subsurface utility engineering, geotechnical, and property acquisition services. Based on direction received from the Town the plans will be progressed through Conceptual, Preliminary, Pre-Final, and Final Design milestones. Consultant will provide bidding and construction phase support to the Town.

This scope of services only covers the general project area described herein and does not provide for additional survey, alignment changes, extensions, or expansions. The Consultant will provide services as specifically outlined below:

Project Assumptions

- A. Limits of paving improvements are from the south side of the Montfort Drive and Belt Line Road intersection south approximately 1,500 linear feet to the Town / City of Dallas limits.
- B. To minimize impacts to adjacent properties, the geometry of the proposed roadway will generally match existing conditions. Consultant will submit a design exception request for any pavement adjustments/movements greater than 6” vertical and 12” horizontal.
- C. The Consultant understands there are recently constructed sidewalk and retaining wall improvements along the corridor, as well as improvements in design by adjacent developers. These improvements will be taken into consideration during design of the project and called out to be protected in construction plans.
- D. Where grading from proposed sidewalk would adversely impact adjacent properties short retaining walls with veneer, and wall cap (if needed), will be utilized.
- E. Temporary traffic signal design at the Montfort Drive / Belt Line Road intersection will be provided. Level A SUE will be utilized to check for potential conflicts.
- F. Permanent traffic signal design will be provided at one intersection south of Belt Line Road, the location of which will be based on a traffic signal warrant analysis prepared as part of this scope.
- G. Landscaping and irrigation will be provided within Town right-of-way along the reconstruction limits. Contractor will be required to identify existing private irrigation systems during construction and if damaged by Contractor, return to existing conditions.
- H. Illumination will be provided along the median. Oncor standard light poles will be utilized.
- I. Consultant will assist the Town will preparation of two professional organization award applications, as well as a 2–3-minute project informational video, after construction is complete.

Task 1 – Topographic and Boundary Survey

Topographic and Boundary survey will be performed within the limits show in Figure 1.

- A. Data Collection and Property Research

Exhibit A

1. Gather existing right-of-way, and easement information and identify easements available through typical research methodologies (i.e. plats, courthouse filings, etc.). Undocumented easements may not be identified. Title research may be performed as an Additional Service only upon written Town authorization.
 2. Coordinate Right-of-Entry (ROE) with the Town's assistance to contact any non-responsive property owners. The Town will assist Consultant by sending out a project introduction letter prepared by the Consultant as soon as the project begins.
 3. Town to provide available record drawing information for Town infrastructure and development record drawings along the project limits.
 4. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing Town of Addison control network.
 5. Establish horizontal and vertical project control monumentation. Portions of monumentation will be set outside the anticipated limits of demolition.
- B. Perform a field survey to identify and locate existing topographic elements within the roadway corridor, which may include the following:
1. Property corner monumentation;
 2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.;
 3. Driveways (survey limits are set approximately 30' outside of Montfort Drive outside curb lines in an effort to capture tie-in locations and adjacent drainage patterns);
 4. Existing storm sewer inlets, manholes, junction boxes (including sizes and invert elevations);
 5. Outfalls and erosion control;
 6. Existing driveway culverts and swales;
 7. Guardrail;
 8. Utility manholes, sanitary sewer manholes (and invert elevations), vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
 9. Traffic signal poles, cabinets, handholes, and other signal equipment;
 10. Signs (excluding temporary signs);
 11. Trees 4" caliper and up;
 12. Buildings and permanent structures;
 13. Retaining walls and material types;
 14. Fence limits and material types (excluding temporary fences);
 15. Other applicable physical features that could impact design.
- C. Review topographic survey and available records from the Town
- D. When underground utilities are exposed, tie to project control baselines.
- E. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
- F. Compile above information into a base file to be used for design.
- G. Base file will be in AutoCAD Civil 3D.
- H. Provide base files to other consultants, utility companies, and contractors who may be performing work for the Town or adjacent to the Project, upon Town request.

Exhibit A

**FIGURE 1
MONTFORT DRIVE
TOPOGRAPHIC/BOUNDARY SURVEY AND LEVEL B SUE LIMITS**



Exhibit A

Task 2 – Subsurface Utility Engineering (SUE)

A. Level B SUE

Consultant will provide Level B SUE within the same limits as the topographic survey (Figure 1), including an overhead inventory of aerial lines.

B. Level A SUE

Consultant will provide Level A SUE locates on a per location basis. For budgeting purposes, the following quantities have been assumed:

1. (2) 0'-4' potholes at \$1,100/pothole (\$2,200)
2. (6) 4'-8' potholes at \$1,450/pothole (\$8,700)
3. (2) 8'-12' potholes at \$1,800/pothole (\$3,600)
4. (0) 12'-18' potholes at \$2,100/pothole (\$0)
5. (10) pavement corings at \$230/coring (\$2,300)
6. (3) days of traffic control at \$2,200/day (\$6,600)

Task 3 – CCTV Storm Drain

- A. Consultant will video the existing conditions of the storm drain within the roadway reconstruction limits. Video will be provided to the Town.

Task 4 – Coordination with Texas Historical Commission

- A. It is our understanding that the proposed project is located on land owned by a political subdivision of the State. Therefore, the proposed project would be subject to review by the Texas Historical Commission under the Antiquities Code of Texas (ACT). The ACT requires state agencies and political subdivisions of the state to notify the Commission of ground-disturbing activity on public land. To comply with the ACT, Consultant will prepare a consultation letter that will provide an overview of the proposed project, including location and anticipated construction details. Consultant will upload the consultation letter and supporting exhibits/maps/plans to the Texas Historical Commission website and request a review of the project under the ACT. The result of the review may be a response from the Commission requiring additional information, requiring a cultural resources survey, or clearing the project from further cultural resources considerations. It should be known that the Commission takes up to 30 days to respond to review requests.
- B. If it is determined a Cultural Resources Study is required, it can be provided as an Additional Service.

Exhibit A

Task 5 – Geotechnical Investigation

- A. Consultant will perform geotechnical investigation for pavement sections and miscellaneous structures along Montfort Drive.
- B. Consultant will provide the following deliverable to the Town and use the information provided in the deliverable to assist in the design tasks listed elsewhere in this scope of services:
 1. Engineering Analysis and Report including:
 - a) Plan of borings illustrating the approximate location of each boring. Eight borings are planned for the project. Pavement boring locations will be coordinated with proposed water and sanitary sewer locations to provide existing soil conditions for design and construction of the utilities.
 - b) A log of each boring indicating the boring number, depth of each stratum, soil classification and description, and groundwater information.
 - c) Description of the field exploration and laboratory testing.
 - d) Summary of laboratory test results.
 - e) Discussion of subsurface soil and groundwater conditions.
 - f) General discussion of the site geology.
 - g) Discussion of potential soil movements, including swell testing and calculated potential vertical rise (PVR)
 - h) Pavement section recommendations.
 - i) Recommendations for foundation types for miscellaneous structures. Recommendations will include suitable bearing stratum and depth, allowable bearing pressure, allowable frictional resistance, estimated settlement of the shaft, and construction considerations.
 - j) Miscellaneous structures may include the following elements:
 - k) Traffic signal foundations
 - l) Streetlight foundations
 - m) Low-height retaining structures (less than 6 feet – no global stability analysis)
 - n) Bus stop pad and shelter foundations
 - o) Recommendations for drilled shaft resistance to lateral loads (LPILE design parameters).
 - p) Earthwork recommendations, including backfill requirements.

The report will be based on the following field exploration and laboratory testing services:

1. Field Exploration
 - a) Coordinate field activities with the Town
 - b) Perform site reconnaissance and stake proposed boring locations based upon location of proposed structures and ease of access.
 - c) Contact Texas One Call and appropriate local agencies to meet on site and locate buried utilities within existing easements and rights-of-way.
 - d) Provide a two-man crew to provide traffic control services during drilling operations along the project limits. Traffic control will be
 - e) Mobilize a Geoprobe drilling rig to drill and sample borings to depths ranging between 20 and 30 feet below existing grade or rig refusal, whichever is less.

Exhibit A

- f) Sample the subsurface soil continuously to a depth of 10 feet, and intermittently every 5 feet below 10 feet. Sample will be collected using either a seamless tube sampler or a split spoon sampler in conjunction with the standard penetration test (SPT).
 - g) Observe for groundwater seepage during drilling and at completion.
 - h) Backfill remaining boreholes with grout/flowable fill upon completion and patch asphalt or concrete surfaces (if any) with similar materials. Replace core if not damaged.
3. Laboratory Testing (through a Subconsultant)
- a) Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:
 - b) Atterberg limits (liquid and plastic limits)
 - c) Percent passing No. 200 sieve
 - d) Dry unit weight and moisture content
 - e) Unconfined compressive strength
 - f) Swell
 - g) Soluble sulfate

Task 6 – Appraisal, Title, and Right-of-Way Acquisition Services

The Consultant (through a Subconsultant) will provide Appraisal, Title, and Right-of-Way Acquisition services as described below. Consultant is retaining Subconsultant to provide the services described in this task solely for the administrative convenience of the Town. Town acknowledges that Consultant will not be reviewing the work product of Subconsultant and agrees that Consultant shall not be liable for it in any way. If the Town has any future claim related to these services, Town will pursue the claim against Subconsultant directly and hold harmless Consultant from any such claim.

A. Appraisal Services

Provide appraisals for up to six properties.

B. Title Services

Research and provide Abstractor Certificates for up to six properties, which will be utilized for easement and/or right-of-way acquisitions.

C. Acquisition Services

1. Attendance at one (1) Town Hall or similar meeting to be introduced to the affected Property Owners.
2. Review of the title commitments provided for possible title encumbrances.
3. Send to each affected property owner a registered receipt Letter of Introduction, while waiting for receipt of the appraisal reports.
4. Send each property owner an initial offer letter packet complete with a copy of the appraisal report.
5. Follow-up with a contact phone call offering to meet and discuss the offer.
6. If no response is offered after a determined number of days send a final offer letter.
7. Follow-up with a contact phone call offering to meet and discuss.
8. Prepare condemnation packets for up to two properties.

Exhibit A

9. Provide a complete documented file complete with copies of all correspondence and phone records for each property.

Task 7 – Right-of-Way and Easement Instruments of Conveyance

- A. Prepare up to six right-of-way and/or easement instruments (narrative and graphic exhibits)
- B. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 1. Parcel number
 2. Area required
 3. Area remaining
 4. Legal description
 5. Current owner
 6. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies
 7. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately
- C. Additional exhibits (if needed) can be provided for \$2,500/exhibit for right-of-way and \$2,000/exhibit easements. Right-of-way exhibits include setting pins in the field.

Task 8 – Project Management

- A. Coordination and Communication
 1. Consultant will coordinate and communicate as required with the Town.
- B. Progress and Project Milestone Meetings
 1. Consultant will attend up to two progress meetings per milestone phase with the Town during design.
 2. Consultant will attend one comment review meeting per milestone with the Town.
- C. Milestone Deliverables
 1. For the milestone submittals, provide two sets of 11"x17" plans (larger for Conceptual Roll Plot) and two sets of general notes / technical specifications / project manual in letter size format (contents commensurate with applicable milestone). A download link with electronic .pdf files will be provided to the Town.
 2. Plans will be developed to allow for clear and readable sheets when printed at half size (11"x17").

Task 9 – Conceptual Design Schematic (30%)

- A. Consultant will prepare a conceptual-level design schematic.

The Conceptual Design Schematic will be prepared in plan and profile view to establish the roadway location, typical sections, preliminary cross sections, and preliminary property impacts. The schematic will utilize existing aerial photography and topographic survey gathered by Consultant as a base.

 1. Horizontal and Vertical Alignment

Exhibit A

The roadway geometry for the project will be developed based on Town design standards and criteria. Sidewalk and DART bus stop geometry will also be provided.

2. Typical Sections

Proposed typical sections will be developed for each roadway segment. The typical sections will illustrate lane assignments, dimensions, slopes, and pavement section.

3. Cross-Sections

Roadway cross-sections will be developed for the 30% schematic based on the horizontal and vertical geometry, as well as the typical sections to establish the approximate widths of right-of-way and easement acquisitions, if needed.

4. Storm Drain

Based on the recommendations presented in the Town of Addison Stormwater System Assessment and Capital Improvement Program report dated August of 2017, Consultant will place 4-10' curb inlets and associated laterals in the vicinity of the existing storm drain main that crosses Montfort Drive (approximately 200' south of the Sakowitz Parkway intersection).

5. Water Line

Consultant will establish the locations of 8"-12" water lines to replace the existing Town-owned water line infrastructure within the project limits. This includes replacement of the existing 8" ductile iron water main near the Prestonwood Place Shopping Center with 8" PVC (based on Town of Addison Water Master Plan CIP Option 18)

6. Sanitary Sewer

Consultant will establish the locations of sanitary sewer lines and manholes to replace the existing Town-owned sanitary infrastructure in Montfort Road.

7. Illumination

During this phase, the electrical source for roadway illumination and conceptual routing will be determined and coordinated with Oncor.

8. Traffic Signal

Permanent traffic signal location, if warranted, will be shown on the schematic. Design of traffic signal improvements is provided under a separate task.

9. Conceptual Opinion of Probable Construction Cost (OPCC)

An opinion of probable construction cost (OPCC) will be prepared commensurate with the level of design during this phase.

Task 10 – Preliminary Design (60%)

Preliminary design will be based on approval of the Conceptual Design Phase schematic. Additional elements of the preliminary design phase are as follows:

A. Project Control and Layout

A plan sheet will be developed that provides the location of the project control benchmarks, as well as an overall layout of the project limits.

B. Quantity Sheet

Quantities will be presented per sheet in a table format.

C. Traffic Control Plans and Sequence of Construction

Exhibit A

Preliminary traffic control plans will be developed. A sequence of construction narrative will also be developed as necessary describing the anticipated order of construction activities.

D. Removal Layouts

Preliminary removal layouts will be developed depicting the removal of pavement and sidewalk along the corridor. Other existing features to be removed including trees 6 inches in diameter or larger. It is assumed that trees smaller than this size do not need to be catalogued for mitigation and removal will be described with other removal items in the general notes and/or specifications. Development of a tree mitigation plan is not a part of this scope of services.

E. Paving Plan and Profile

The horizontal and vertical geometry developed for the Conceptual Schematic will be advanced to incorporate further detail and will be included on plan sheets.

F. Roadway Drainage Design

Existing and proposed drainage area maps will be developed. Storm drain plan and profile sheets will be created, and hydraulic calculations will be provided.

G. Water Line Plan and Profile

Plan and profile of the water line improvements will be developed.

H. Sanitary Sewer Plan and Profile

Plan and profile of the sanitary sewer improvements will be developed.

I. Signing and Pavement Marking Layout

Signing and pavement marking layouts will be prepared for all project roadways including any additional signing or pavement markings required for connections to existing roadways.

J. Erosion Control Plan

Erosion control plans will be developed depicting erosion control measures for the project. Developing a Stormwater Pollution Prevention Plan (SW3P) is not included in this scope. It is assumed that this will be provided by the Contractor.

K. Illumination

Street light poles will be placed in the median, generally in the same locations as existing. It is assumed that the electrical connection will come off an existing source along Montfort Drive, which will be coordination with Oncor.

L. Traffic Signal Design (provided under a separate task)

M. Landscape Plans (provided under a separate task)

N. General Notes, Standard Construction Details, List of Special Specifications, and Opinion of Probable Construction Cost (OPCC)

A first draft of the project General Notes and Specifications will be prepared and included for Town review as a part of the 60% submittal. The 30% OPCC will be updated and included with the 60% submittal. Standard construction details will be included.

Exhibit A

Task 11 – Pre-Final Design (95%)

The Preliminary Design (60%) will be carried forward into Pre-Final Design in preparation of submitting Final construction documents. The following final items will be developed in addition to advancing the items described in the Preliminary Design Phase.

- A. Irrigation Plans (provided under a separate task)
- B. Project Specific Details
- C. General Notes, Standard Details, Specifications, and Opinion of Probable Construction Cost (OPCC)

The project General Notes and Specifications will be updated and included for review as a part of the Pre-Final submittal. Contract documents will also be included for review.

- 1. Special Specifications – Items not covered in NCTCOG standard specifications and details as amended by the Town, Town specifications and details, or in TxDOT specifications will require written Special Specifications.
- 2. Contract Documents – The plans will be completed, all sheets indexed, required general notes furnished, and work items listed. The project manual will include bidding requirements, bid proposal, bid schedule, special conditions, technical specifications, and all documents provided by the Town such as bonds, general conditions, and instructions to bidders.
- 3. OPCC – The 60% OPCC will be updated and included with the 95% submittal. A take-off and tabulation of pay quantities will be made. Pay items will be in accordance with the NCTCOG standard specifications as amended by the Town and supplemented where necessary with special items.

Task 12 – Final Design

- A. Consultant will revise plans/documents based on any Pre-Final comments from the Town and develop a Final Submittal.
- B. Consultant will submit the final plans and project manual to the Town prior to stamping/sealing.
- C. Consultant will update the plan and project manual based on Town comments and stamp/seal the documents in preparation for bidding.

Task 13 – Traffic Signal Warrant Analysis

- D. Consultant will perform traffic signal warrant analyses at four study intersections using weekday and Saturday 24-hour TMCs obtained under a separate contract. At each study intersection, Consultant will combine an assumed percentage of left turns from the other study intersections to determine the warrant analysis volumes. Consultant will submit the left-turn percentages to the Town for review prior to analyzing the traffic signal warrants.
- E. Consultant will evaluate traffic signal warrants as defined in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Town will provide relevant crash reports for Consultant's use in evaluating Warrant 7 (Crash Experience).
- F. Consultant will prepare brief technical memorandum documenting results of the warrant analyses.
- G. Draft and final memorandum summarizing traffic signal warrant analyses.

Task 14 – Permanent Traffic Signal Design

- A. This task will be performed on an as-needed basis, based on the results of the traffic signal warrant analysis, and at the direction of the Town.

Exhibit A

- B. The Town is considering signaling one of the four driveways along the corridor. Under a separate contract, turning movement counts (TMC) were collected at the project intersections below:
1. Montfort Drive & Driveway 1
 2. Montfort Drive & Driveway 2
 3. Montfort Drive & Driveway 3
 4. Montfort Drive & Driveway 4
- C. Consultant will analyze the four driveways to recommend a location for a new traffic signal. Consultant will design the new traffic signal, design a temporary signal for Belt Line Road & Montfort Drive, and coordinated traffic operations with the City of Dallas at Belt Line Road.
- D. Consultant will conduct a field investigation to verify existing signage and traffic control devices. This along with the topographic survey will form the basis for signal design.
- E. Consultant will prepare plans for the construction of the proposed traffic signal at the intersection determined during the traffic signal warrant analyses. Consultant will coordinate traffic signal design with other roadway improvements at the intersection.
- F. Consultant will design the following components as part of the permanent traffic signal plans:
1. Proposed signal poles and pedestrian poles
 2. Proposed push buttons
 3. Ground boxes
 4. Conduit runs
 5. Wiring tables
 6. Vehicle detection
 7. Signal head designations
 8. Mast arm signage and intersection traffic flow signage
- G. Consultant will use applicable Town design standards and specifications.
- The design will be prepared using base mapping from the survey and field investigation. The design will be based on and include information gathered during the initial kick-off meetings. Consultant will coordinate with the electric power company to identify a source for electrical service. The traffic design package will consist of the following plan sheets, which will be submitted as part of the overall project milestone submittals:
1. Traffic Signal Notes
 2. Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
 3. Traffic Signal Layout Sheets including overhead signs and pedestrian elements
 4. Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, Loop detectors, and general notes
 5. Standard Detail Sheets as may be applicable

Task 15 – Temporary Traffic Signal Design

- A. Consultant will design a temporary traffic signal at the existing signal of Belt Line Road & Montfort Drive, which is operated by the City of Dallas.

Exhibit A

- B. Consultant will conduct a field meeting with City of Dallas and Town staff during the preliminary design phase.
- C. Consultant will design temporary traffic signals for up to four traffic control phases.
- D. Consultant will design the following components as part of the temporary traffic signal plans:
 - 1. Timber pole locations (to be verified with Level A SUE performed under a separate task)
 - 2. Controller cabinet and power source location (coordinated with Oncor)
 - 3. Overhead span wire, signal head placement, and cabling requirements
 - 4. Pedestrian accommodations
 - 5. Summary charts

Task 16 – Belt Line Signal Coordination with City of Dallas

Consultant will coordinate timing changes and adjustments with the City of Dallas for the traffic signal of Belt Line Road & Montfort Drive during each construction phase. This task includes up to 60 hours of coordination with the Town and City of Dallas, consisting of on-site timing adjustments related to geometric constraints.

Task 17 – Meetings and Workshops

The Consultant will prepare for and attend meetings and workshops, prepare for and present at Council meetings, and coordinate the project with the Town and other involved entities requested by the Town, beyond the effort included elsewhere in this Agreement. The budgeted fee for this task is based upon approximately 100 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Town.

Task 18 – Landscape and Irrigation

- A. Landscape design will mimic the proposed Keller Springs Road from DNT to Addison Road improvements. Town will provide Keller Springs plans and/or landscape requirements to the Consultant.
- B. Landscape plans will include information describing the species, size, specifications, and locations of plant material.
- C. Irrigation plans will be prepared following Town review of the 60% landscape plans. Water and power sources will be identified.
- D. Landscape and irrigation design plans will be submitted as part of the overall project milestone submittals.
- E. Standard Parks Department detail sheets will be included.
- F. Hardscape plans (beyond the design of traditional sidewalks) can be provided as an additional service.
- G. The Town Arborist will evaluate existing trees along the corridor.

Task 19 – Franchise Utility Coordination

This task includes up to 100 hours and may include the following tasks, as directed by the Town

- H. Assist the Town in the franchise utility coordination efforts during the design and bidding phases

Exhibit A

- I. Review utility relocation plans prepared by utility owners to verify conflict resolution.
- J. Request utility maps and records from franchisees located within the project limits
- K. Prepare and maintain a listing of potential franchise utility conflicts, including owners and contact personnel for each utility.
- L. Prepare for and attend franchise utility coordination meetings
- M. Monitor and update the utility companies of project schedule during design
- N. Monitor each utility company's relocation efforts and schedule during construction

Task 20 – TDLR Plan Review

This task shall be used on an as-needed basis, at the direction of the Town. Items covered under this task may include the following:

- A. Procurement of a third-party RAS to file project with TDLR, perform plan review, and inspect items subject to ADA requirements after construction.
- B. Consultant will coordinate with RAS.

Task 21 – Proposal Phase Services

The scope of services listed below and budgeted fees include one proposal phase for a single project (not multiple proposal packages)

- A. Final proposal documents submittal
 - 1. Print up to three 11"x17" sets and three Project Manuals for Town's use during bidding.
 - 2. Post contract documents (and pay hosting fee) for an online bidding service, if needed.
 - 3. Hardcopies will not be provided to proposers.
 - 4. Furnishing additional hardcopies of review documents and/or proposal documents in excess of the number of the same identified above will be considered Additional Services
- B. Prior to advertisement verify project controls are in place
- C. Prepare for and attend a pre-proposal meeting with prospective bidders.
- D. Issue addenda as appropriate to interpret, clarify, or expand the proposal documents.
- E. Attend the proposal opening.
- F. Tabulate proposals and provide to the Town.
- G. Assist Town with checking proposer references and provide summary to the Town.
- H. Assist Town with evaluating proposers based on established competitive sealed proposal criteria.
- I. Provide a schedule of submittals (shop drawings, etc.) required of the contractor.
- J. After selection of contractor, provide hard copies of the conformed construction plans and specifications, as follows:
 - 1. Two (2) 22"x34" plan sets, one (1) 11"x17" plan set, and three (3) project manuals to the Town
 - 2. One (1) plan set (22"x34") and one (1) project manual to the contractor
 - 3. Electronic plans and project manual in .pdf format
 - 4. Electronic CAD files in .dwg format

Exhibit A

Task 22 – Design Support During Construction

The scope of services listed below may or may not be performed as part of our design support during construction. Consultant's role during construction will be provided upon request of the Town and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 400 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Town.

- A. Pre-Construction Conference – Meet with the Town, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other matters that may impact the Project.
- B. Construction Observation – Consultant will be on site periodically to observe the progress of the Work. Observation will be in addition to Town inspection of the project. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Town informed of the general progress of the Work.
 - 1. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- C. The Consultant will attend progress meetings monthly with the Town and the Contractor to review the status of the construction schedule, current submittal log, current RFI log, any ongoing project issues, and any known project impacts.
- D. Contractor Schedule Review – The Consultant will perform a review of contractor's construction schedule. An initial schedule will be reviewed for schedule health and for consistency with project phasing and contract time limits. Comments will be provided to the Contractor and the Town. Monthly progress schedule updates will be reviewed, and comments of observations provided for discussion with the contractor.
- E. Shop Drawings and Requests for Information – Review and comment on all shop drawings, change orders, and request for information (RFIs) for the Project. When requested, review laboratory testing reports, field change requests and change orders and provide comments to Town. Provide written responses to requests for information or clarification to Town or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and Requests for Information Log throughout the duration of the Project and make such logs available to the Town upon request.
 - 1. If required, the Consultant will coordinate change order review to arrange for the appropriate parties to receive the submitted information from the Contractor, reviewers to respond in the required time, any questions are addressed, and all submitted items are properly documented.
- F. Consultant shall notify TDLR or the Contract Provider for a final inspection of pedestrian facilities including curbs and ramps. The Contractor will address any questions or issues arising from the

Exhibit A

inspection. Town will pay TDLR fees as direct reimbursable expenses (provided under a separate task).

- G. Substantial Completion – The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, coordinate a substantial completion walkthrough. This activity will include the documentation of substantial completion observations and deficiencies. Deficiencies identified in the TDLR report performed by the RAS will be referenced in the punch list. This scope includes one substantial completion walk through and punch list.
- H. Final Completion – The Consultant will coordinate a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. This scope includes one final completion walk through.
- I. Record Drawings – Prepare record drawings utilizing Town and contractor as-built information, including one (1) set of half size paper record drawings for review, followed by one (1) set of full-size paper final record drawings, along with a USB containing a PDF of the plan set, TIFF images of each individual plan sheet, and a project base map in DWG format as required by Town GIS.

The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Exhibit A

Schedule

Consultant shall perform its services in accordance with the schedule provided in this Exhibit A, subject to modifications based on circumstances beyond the Consultant's control.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- A. Cultural Resources Assessment.
- B. Environmental Services beyond coordination with the Texas Historical Commission
- C. Storm Water Pollution Prevention Plan
- D. Redesign to reflect Project scope changes requested by Town , changed conditions, change in direction previously approved, or mandated by changing governmental/regulatory laws or criteria.
- E. Construction staking.
- F. Additional meetings other than the amount specified.
- G. Permitting or regulatory coordination beyond that identified herein.
- H. Condemnation packets beyond those included in the scope.
- I. Attendance at hearing or prehearing before the Dallas County Commissioners Court.
- J. Identifying or correcting any deficiencies found in any data provided by others. Consultant will be entitled to rely upon any information provided by the Town .
- K. Expert witness or fact witness services related to any litigation or legal dispute.
- L. Additional design support during construction beyond what is specifically included in the Scope of Services above
- M. Providing professional services associated with the discovery and mitigation of any hazardous materials within the project limits.
- N. Appearing before any regulatory agencies or courts as an expert witness.

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.

Information Provided by Town

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

- A. Any available record information including reports, .PDF and CADD drawings and surveys including survey, existing and proposed reference files (utility, roadway, bridge, storm), 3D object files (alignment, profile, and corridor).
- B. Crash reports at study intersections for the previous three years.
- C. Latest exhibits and studies.

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END OF EXHIBIT A]

Exhibit A

Exhibit "B" Fee Schedule

Agreement by and between the Town of Addison (Town)
and Kimley-Horn and Associates, Inc.
to perform Professional Engineering Services for
Montfort Drive from Belt Line Road South to Town Limits

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

I. Basic Services

| | |
|--|-------------------|
| Task 1 – Topographic and Boundary Survey..... | \$ 22,400 |
| Task 4 – Coordination with Texas Historical Commission.... | \$ 4,500 |
| Task 5 – Geotechnical Investigation..... | \$ 40,300 |
| Task 8 – Project Management..... | \$ 16,400 |
| Task 9 – Conceptual Design Schematic (30%)..... | \$ 60,800 |
| Task 10 – Preliminary Design (60%)..... | \$ 101,700 |
| Task 11 – Pre-Final Design (95%)..... | \$ 79,800 |
| Task 12 – Final Design..... | \$ 52,500 |
| Task 13 – Traffic Signal Warrant Analysis..... | \$ 14,400 |
| Task 15 – Temporary Traffic Signal Design..... | \$ 26,100 |
| Task 18 – Landscape and Irrigation..... | \$ 37,000 |
| Task 21 – Proposal Phase Services..... | \$ 9,500 |
| Total Basic Services | \$ 465,400 |

II. Special Services

| | |
|---|-------------------|
| Task 2 – Subsurface Utility Engineering (SUE)..... | \$ 63,400 |
| Task 3 – CCTV Storm Drain..... | \$ 2,300 |
| Task 6 – Appraisal, Title, and ROW Acquisition Services.... | \$ 63,500 |
| Task 7 – ROW and Easement Instruments of Conveyance.. | \$ 15,000 |
| Task 14 – Permanent Traffic Signal Design..... | \$ 35,000 |
| Task 16 – Belt Line Signal Coordination with City of Dallas.. | \$ 17,000 |
| Task 17 – Meetings and Workshops..... | \$ 18,900 |
| Task 19 – Franchise Utility Coordination..... | \$ 18,900 |
| Task 20 – TDLR Plan Review..... | \$ 3,600 |
| Task 22 – Design Support During Construction..... | \$ 89,700 |
| Total Special Services | \$ 327,300 |

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END OF EXHIBIT B]