

January 28, 2025

AUTHORIZATION FOR PROFESSIONAL SERVICES

Danielle Rix, P.E. CFM
Deputy Director of Utilities and Engineering
City Of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, Texas 75234

Re: City-Wide Intersection Pedestrian Analysis

Dear Ms. Rix:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering design services for the referenced project. CobbFendley's services are to be performed for the sole benefit of the City of Farmers Branch, Texas ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

CobbFendley will provide the Client traffic engineering services for intersection analyses and pedestrian improvements for the following intersections (Study Locations):

- Valley View Lane at Bee Street#*
- Valley View Lane at William Dodson Parkway*
- Valley View Lane at Dennis Lane#*
- Valley View Lane at Rawhide Drive^*
- Valley View Lane at Tom Field Road#*
- Valley View Lane at Josey Lane#*
- Valley View Lane at Marsh Lane#*
- Valley View Lane at Hickory Way/College entrance#*
- Valley View Lane at Valley View Lane /Alpha Road#*
- Pebble Beach Drive at Marsh Lane#*
- Webb Chapel Road at Fyke Road#*
- Webb Chapel Road at Southern Pine#*
- Bee Street at Farmers Branch Lane*
- Ford Road at Farmers Branch Lane*
- Josey Lane at Farmers Branch Lane#+
- Josey Lane at Villa Creek Drive*
- Dennis Lane at Richland Avenue#*
- Valwood Parkway at Bee Street*
- Valwood Parkway at Albemarle Drive*
- Wittington Place at Wimbledon Way*
- Mid-block crossing near Firehouse Theatre^
- Valley View Lane at Goodland Street
- Farmers Branch Lane at Josey Lane#

Note:

* - traffic count locations

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- # - signalized intersections
- ^ - intersections with rectangular rapid flashing beacons (RRFB)
- + - Josey at Farmers Branch data is included in ongoing TIA (by others)

CobbFendley will provide professional engineering services as follows:

Project includes:

- Traffic data collection consisting of two (2) sets of 24-hr turning movement counts (TMCs) – one during the mid-week and one for weekend. Study Locations noted above.
- Site visits to inventory equipment, sidewalk and ADA ramp compliance, and annotate signal operations.
- Synchro analyses of each intersection (not including the mid-block crosswalk or the unsignalized intersection of Valley View at Goodland)
- Draft report to include findings and make recommendations to improve pedestrian safety and access. The report will also include cost estimates for construction of the recommended improvements as well as prioritizing which intersections that should be improved over a 3-5 year period.

I. BASIC SERVICES

A. Project Management

1. Conduct a project kick-off meeting with the Client staff.
2. Attend up to two (2) report review meetings. The review meetings will be conducted to address review comments and to take action on items to produce the final report.
3. Quality assurance / quality control throughout to ensure a quality product.

B. Site Visits

A site visit shall be performed at each intersection to investigate and record intersection conditions (condition of crosswalks and ramps, pavement markings, signage, and pedestrian signals and pushbuttons) and to review general field conditions assessment.

C. Site Information Coordination

All intersection information such as signal record drawings, intersection improvement plans, timing plans, warrant studies, traffic impact analysis reports (pertaining to the study locations), and safety reports for the study locations will be provided by the Client, if available.

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D. Data Collection

Two (2) sets of 24-hr turning movement counts (TMCs) including pedestrian counts will be collected with one set held during one day mid-week (Tuesday through Thursday) and the second set collected during one weekend period (Saturday or Sunday) at the following intersections:

- Valley View Lane at Bee Street
- Valley View Lane at William Dodson Parkway
- Valley View Lane at Dennis Lane
- Valley View Lane at Rawhide Drive
- Valley View Lane at Tom Field Road
- Valley View Lane at Josey Lane
- Valley View Lane at Marsh Lane
- Valley View Lane at Hickory Way/College entrance
- Valley View Lane at Valley View Lane /Alpha Road
- Pebble Beach Drive at Marsh Lane
- Webb Chapel Road at Fyke Road
- Bee Street at Farmers Branch Lane
- Ford Road at Farmers Branch Lane
- Josey Lane at Farmers Branch Lane
- Josey Lane at Villa Creek Drive
- Valwood Parkway at Bee Street
- Valwood Parkway at Albemarle Drive
- Wittington Place at Wimbledon Way

E. Traffic Signal Warrant Analysis

Based on traffic volume data collected, a traffic signal warrant analysis will be completed to verify that the signal remains warranted (if the intersection is signalized) or if non-signalized, the intersection meets current TMUTCD warrant requirements.

F. Intersection Analysis

Upon completion of the collection of traffic data and documentation (signal timing plans and studies), a Synchro analysis will be performed at the study count locations. The purpose of these analyses is to determine the operational efficiency of each intersection. Intersection Level of Service (LOS) will be determined based on the data collected. Findings will be incorporated into the Draft Report.

G. Draft Intersection Analysis Report

An intersection analysis report will be developed to document the findings of the components listed above. If it is determined that current conditions operations are in need for improvement in terms of pedestrian access or safety, the report will document recommended improvements to enhance pedestrian safety and accessibility. A preliminary cost estimate for the recommended improvements

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will be calculated and a prioritization list will be generated. The prioritization will group the intersections, in priority order, for immediate upgrade (within 1-2 yrs), mid-term upgrade (within 3-4 yrs), and long-term (> 5 yrs). The draft report will include, but is not limited to, the following:

1. Executive Summary
2. Introduction
3. Site Conditions
4. Level of Service Results
5. Intersection Recommendations
6. Preliminary Estimate of Probable Construction Costs for Recommendations
7. Prioritization List

All analyses will be performed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), the Highway Capacity Manual, and the Institute of Transportation Engineers (ITE) Traffic Engineering Handbook.

Deliverables:

The Draft Report deliverable shall consist of a PDF file electronically delivered to the Client.

H. Final Intersection Analysis Report

After the Client reviews and comments on the Draft Report, CobbFendley will address all comments and incorporate into the final deliverable. The Final Report will include:

1. Addressed Client comments.
2. Final estimate of probable construction costs.

Deliverables:

The Final Report deliverable shall consist of a PDF file electronically (signed and stamped) and two (2) bound, hard copies of the signed and stamped Final Report.

II. SPECIAL SERVICES

Data collection at the study intersections will be conducted by subconsultant, CJ Hench & Associates, and be under the control of CobbFendley.

III. CLIENT RESPONSIBILITIES

- A. The Client will provide the following information in a timely manner so as not to delay the services of CobbFendley:

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1. The Client will provide any available design plans, warrant studies, signal timing plans, Traffic Impact Analysis Reports involving the study intersections, CADD files or any other pertinent information.
2. The Client shall attend review meetings and make final decisions on report issues such that questionable matters may be resolved and the Project progress as scheduled.
3. The Client shall provide CobbFendley access to the site and allow interviews with personnel that have a working knowledge of the facilities within the Project area.

IV. ADDITIONAL SERVICES

- A. The following services are not included in this proposal. They can be added as additional services or provided by the Client as necessary at additional agreed fee:
1. Any other service not specifically included within the description of Basic Services, Special Services, or Other Services as described above.
 2. Any permitting, testing, studies, design, or redesign effort required to bring the plans and specifications and the project into compliance with any local, state, or federal regulations, processes, or procedures that are put into effect after the execution date of this contract.
 3. Consulting services by others not included in proposal.
 4. Design of improvements outside the project limits / off-site.
 5. Redesign or additional surveying for the Client's convenience or due to changed conditions after the execution date of this contract.
 6. Redesign or additional surveying for the Client's convenience after client has approved proposed alternates and / or approved progress on the design.
 7. Alternate additions not included in the original scope.
 8. Evaluation of design / alignment alternatives beyond what is defined in the scope.
 9. Preparing exhibits and / or intermediate submittals beyond what is defined in the scope.

V. EXCLUSIONS

The following services are not included in the scope of services:

1. Any other service not specifically included within the description of Basic Services, Special Services, or Other Services as described above.

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2. Any permitting, testing, studies, design, or redesign effort required to bring the plans and specifications and the project into compliance with any local, state, or federal regulations, processes, or procedures that are put into effect after the execution date of this contract.
3. Consulting services by others not included in proposal.
4. Design of improvements outside the project limits / off-site.
5. Redesign or additional surveying for the Client's convenience or due to changed conditions after the execution date of this contract.
6. Redesign or additional surveying for the Client's convenience after client has approved proposed alternates and / or approved progress on the design.
7. Alternate additions not included in the original scope.
8. Evaluation of design / alignment alternatives beyond what is defined in the scope.
9. Preparing exhibits and / or intermediate submittals beyond what is defined in the scope.

General:

10. Meetings with state or federal agencies.

Paving:

11. Traffic signal design
12. Pavement analysis or design.

Permitting:

13. Coordination with agencies (TCEQ, FEMA, USACE, EPA, TDLR, TxDOT, Etc...) regarding the project or proposed construction
14. Accessibility design or review
15. Permitting (TMDL, TDLR, NPDES, TCEQ, TWDB, FEMA, USACE, EPA, TDLR, TxDOT, ETC...)
16. Environmental testing, assessments, or reports of any kind including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

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VI. COMPENSATION

- A. Compensation to CobbFendley for the Basic Services, Special Services, and project expenses in the Scope of Services shall be the lump sum of as shown below. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.
- B. Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

BASIC SERVICES

Project Management	\$7,160
Site Visits	\$25,060
Site Information Coordination	\$3,540
Data Collection	\$5,440
Traffic Signal Warrant Analysis	\$20,630
Intersection Analysis	\$116,720
Draft Intersection Analysis Report	\$71,145
Final Intersection Analysis Report	<u>\$36,940</u>
BASIC SERVICES SUB-TOTAL	\$220,019

SPECIAL SERVICES

Data Collection	<u>\$48,000</u>
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DIRECT EXPENSES

Mileage (ten 40-mi roundtrips @ \$.575/mi)	<u>\$230</u>
PROJECT TOTAL (Max. Fee)	\$334,865

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VII. AUTHORITY TO SIGN

- A. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
- B. This Agreement, and the included General Terms and Conditions, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.
- C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:
COBB, FENDLEY & ASSOCIATES, INC.

CLIENT:
CITY OF FARMER BRANCH, TEXAS

By: _____

By: _____

Mark Lorange, P.E.
Sr. Vice President | Region Manager

Name: _____

Title: _____

Date: _____

Date: _____

COBB FENDLEY: _____ CLIENT: _____

VIII. GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the Client's project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the Client, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in Client's community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either Client or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, Client shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

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8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by Client or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If Client is not the Owner, Client agrees to pay CobbFendley within ten (10) business days of receipt of payment from Owner.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

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15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

COBB FENDLEY: _____ CLIENT: _____