

STATE OF TEXAS           §  
                                     §           AGREEMENT FOR PROFESSIONAL SERVICES  
COUNTY OF DALLAS    §

This Agreement for Professional Services ("Agreement") is made by and between the **City of Farmers Branch, Texas** ("City") and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation licensed in Texas ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide landscape architectural and engineering services for the **Westside Trail with Public Art** (the "Project"); and

**WHEREAS**, Professional desires to render services for City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

**Article II Scope**  
**of Service**

2.1 Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment

of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

### **Article III Schedule of Work**

Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, for a lump sum amount of \$326,900.00. Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. Notwithstanding the forgoing, City shall not be required to pay more than 90% of the total fee to be paid to Professional until all deliverables set forth in the Scope of Services have been completed and delivered to City.

4.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 City shall be required to pay interest in the amount of 12% per annum or the maximum rate allowed by law, whichever is less, on amounts set forth in invoices that are not in dispute and remain unpaid for more than 30 days after City's receipt of the invoice for such services.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a pre-approved lump sum basis, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Professional shall submit monthly progress reports and attend progress meetings as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these 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.

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

If intended for City:

Attn: Charles S. Cox, City Manager  
City of Farmers Branch, Texas  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

With a copy to:

Director of Sustainability and Public Health  
City of Farmers Branch  
13000 William Dodson Pkwy  
Farmers Branch, TX 75234

P.O. Box 819010  
Farmers Branch, TX 75381

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard Street, Suite 1800  
Dallas, Texas 75201

If intended for Professional:

Kimley- Horn and Associates, Inc.  
Attn: Patrick B. Hart, PLA (TX), LEED AP, Vice President  
13455 Noel Road, Two Galleria Tower, Suite 700  
Dallas, Texas 75240

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance:

(1) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions:

(1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

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

6.11 Counterparts. This Agreement may be executed by the Parties hereto 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 Parties.

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

6.13 Survival of Covenants. Any of the representations, warranties, covenants, 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.

6.14      Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_  
Charles S. Cox, City Manager

**ATTEST:**

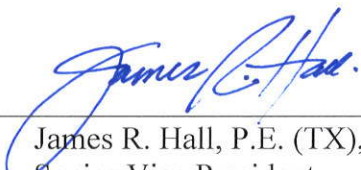
By: \_\_\_\_\_  
Amy Piukana, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**SIGNED AND AGREED** this 9th day of February, 2018.

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

By:  2.9.2018  
James R. Hall, P.E. (TX),  
Senior Vice President

**ATTEST:**  
By:  2.9.18  
Patrick B. Hart, PLA (TX), LEED AP,  
Vice President

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Scope of Services as outlined on the following pages is based upon Kimley-Horn's (the "Professional") meetings and conversations with the City of Farmers Branch, Texas (the "City").

#### **Project Understanding**

The Professional understands that the City intends to finalize the trail alignment to a 30% Construction Document Level for approximately 2.5 miles of the Westside Trail with Public Art (the "Project") generally conforming with the Proposed Westside Trail DRAFT 11/27/17 Exhibit attached hereto. The approximate anticipated construction budget for these segments is approximately \$1,000,000 per mile or approximately \$2,500,000. Although this is the current preferred alignment, the Professional will evaluate other alternatives if feasible. The Westside Trail is a segment of North Central Texas Council of Governments (NCTCOG) Regional Veloweb and must be in general accordance to the published NCTCOG construction standards.

The Professional shall prepare all work in general accordance with the latest published version of applicable Dallas County procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications consisting of: Guidelines for federal funding, American Association of State Highway and Transportation Officials (AASHTO), Guide for the Development of Bicycle Facilities, (latest Edition), the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the North Central Texas Council of Governments Public Works Construction Standards.

#### **City's Responsibilities**

The Professional understands that the City will provide the following information, upon which we may rely, for our use in completing this Scope of Services:

- A) Any existing survey work and preliminary design work prepared by others for the project or related/adjacent projects.
- B) Any existing R.O.W. maps of the project area.
- C) Any City of Farmers Branch design requirements or standards applicable to the project.
- D) Any available record drawings and information on any existing City or TXDOT facilities within the project limits.
- E) Any available plans of existing or proposed utilities, parking, and streets within or adjacent to the site.
- F) Attendance and guidance at regularly scheduled project meetings.
- G) A current geo-technical report for the project.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Professional Services**

The Professional will provide the following basic services as set forth below:

**Task I     Project Coordination and Design Management**

The Professional will serve as the lead design consultant and project team manager. Items of work included in this task are:

- A) Assisting the City in defining the project scope, design budgets, and assignment of design team responsibilities.
- B) Perform initial due diligence to evaluate utility services and trail design criteria.
- C) Manage and direct the consulting team during the design phase.
- D) Communicate regularly with the City.

**Task II     Data collection**

The Professional will:

- A) Conduct site visits to document the existing conditions within the various corridor alignments for use during the Pre-Design Phase of the project.
- B) Review the information provided by the Client, including the previously prepared plans and other documents.
- C) Work to obtain Record Drawings for existing water, sanitary sewer, storm drainage, and roadway improvements on or immediately adjacent to the trail corridor.
- D) Work to obtain current engineering design guidelines, applications, and checklists published by the local jurisdiction to be used for the design of the Project.

**Task III    Pre-Design Phase**

The Professional will prepare a preliminary plan alignment for the trail in conjunction with a preliminary opinion of probable construction cost (OPCC) analysis and review of allocation of funding currently acquired by the city as well as future funding the City may receive during the project.

The Professional has no control over the cost of labor, materials, equipment, or over the future contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of Probable Construction Costs (OPCC) are based on the information known to the Professional at the time and represent only the Professional's judgment as a design professional. The Professional cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

To accomplish this, the Professional will conduct a series of work sessions with City representatives.

- A) Conduct two work sessions with City staff
  - Workshop 1: Preliminary Routing and Public Art Concepts

## EXHIBIT "A"

### SCOPE OF SERVICES

- Finalize routing options (at a GIS Level of detail) for the Western Trail Corridor with input and final decisions by City staff.
    - Present preliminary prototypical art concepts for the Western Trail Corridor for input and decisions by City staff.
  - Workshop 2: Phasing, Costing and Funding
    - Present Opinions of Probably Construction Costs (OPCC) for the routing alignments determined at workshop 1.
    - Evaluate with input from the City staff, the proper phasing of the project based upon the OPCCs presented.
    - Evaluate with input from the City staff the appropriate funding to apply to the different phases of the corridor.
    - Present revised prototypical art concepts for the Western Trail Corridor for input and decisions by City staff.
- B) Conduct one City Council work session
- The Professional will prepare for and facilitate one (1) City Council work session with the Farmers Branch City Council to present the various trail alignment alternatives studies, and the opportunities, constraints and potential cost implications related to each alternative to establish strategic direction related to the final alignment and design direction for the trail system. The professional will prepare the work session materials for City Staff review, and will prepare a process that identifies key decision points for Council discussion.

As discussed previously with City staff, preliminary phasing, and routing options to be initially analyzed consist of the following:

- A) Area 1: Western Gateway Bridge
- Campion Trail easement connection
  - Connection to John Burke Nature Preserve
  - Trail along Valley View (Bridge enhancements and trail segment) connecting to Private Developer Trail currently under construction
- B) Area 2: Private Development Connection along I-635 to I-35 Bridge
- Option 2A - Along Existing internal roads and I-635 frontage road (2 new bridges and 1 at grade RR crossing of DART commercial line)
  - Option 2B – Large Bridge over creek and canal and DART RR Line
  - Option 2C – 2 medium sized bridges (one over canal/ one over RR and Creek)
  - Option 2D – short bridge crossing canal into wooded area and larger bridge over Creek and RR
  - Option 2E – added future trail alignment along drainage canal
- C) Area 3: Connections under I-35 to DART station
- Option 3A – On road connection from DART station to I-35
  - Option 3B – Connection from DART Station to I-35 through Liberty Park
  - Option 3C – 1st Option under I-35
  - Option 3D – 2nd option under I-35
- D) Area 4: DART Station

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- Up to three options for connecting through DART Station to Veloweb to the north

Meetings: 3 work sessions of 3 hours each

**Task IV Prototypical Art Design Elements**

The Professional will review elements and locations with the potential for incorporating public art into the trail system, and will establish prototypical design concepts for art elements. Items of work included in this task are:

- A) Evaluate the overall trail alignment, and identify and document existing design elements with the potential to establish design context zones along the trail
- B) Prepare image boards of precedent example of improvement types and various levels of enhancement to establish baseline for art opportunities
- C) Prepare prototypical design concepts for incorporating art into design elements such as City or district monuments, trailheads, street crossings, bridge structural elements, culverts, retaining walls, fencing/railings, and signage
- D) Illustrate prototypical concepts through representative photographs and sketches where applicable
- E) Prepare opinions of probable cost for the prototypical art design elements for use in budgeting public art elements related to the trail

**Task V Stakeholder Meetings and Approvals**

The completion of this project will involve the coordination with and the approval of several agencies, consisting of:

- Dallas County,
- TxDOT,
- Valwood Improvement Authority,
- DART,
- Railroad,
- Dallas Water Utilities,
- NTTA.

This coordination will include initial coordination efforts for obtaining future approval in a later phase of this project for Right of Way from these agencies as well as private land owners. This task also includes permit application process coordination with these regulatory agencies for the various permit applications that will be required by each agency.

The Professional will attend up to three monthly agency stakeholder meetings. These meetings will be set up and coordinated by the City staff with input and participation by

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

the Professional.

The Professional will attend up to five separate one on one meetings with the either the individual agency stakeholders and/or private property owners to be determined. These meetings will be set up and coordinated by the City staff with input and participation by the Professional

Meetings: Eight (8) meetings of 2 hours each

**Task VI Preliminary Design (30% Construction Documents)**

Upon completion of the Pre-Design Phase Task and final approval by City Council and City staff of the preferred alternative alignment, OPCCs, funding allocation and phasing of the project, the Professional will prepare 30% Construction Documents. This will consist of the following tasks:

- A) Preparation of 30% level plans that will include horizontal alignment and layout of the trail corridor, typical cross sections, and location of preliminary art features.
- B) Preparation of an opinion of probable construction cost for the defined phases.
- C) Meet with City representatives to present the 30% Level plans to obtain any City comments.
- D) Finalize the 30% Level package to reflect changes and comments determined by consensus at a meeting with City representatives.

Meetings: 1 meeting of 2 hours.

**Task VII – Floodplain Modeling**

The Professional will request effective hydrologic and hydraulic modeling for Farmers Branch Creek and Rawhide Creek from FEMA and the City. The Professional will request effective hydrologic and hydraulic modeling for Elm Fork Trinity River from FEMA, the US Army Corps of Engineers (USACE), and the City. The Professional anticipates the modeling will be available. No modifications to the effective hydrologic modeling is proposed as part of this task. Modifications to the effective hydraulic modeling will be based on available aerial topographic data.

The Professional will perform preliminary hydraulic modeling of up to six future pedestrian floodplain crossings. This scope anticipates:

- A) One crossing of Elm Fork Trinity River in the vicinity of the existing President George Bush Turnpike crossing.
- B) Up to four crossings of Farmers Branch Creek between the upstream face of I-635 and the DART rail crossing east of I-35E.
- C) One crossing of Rawhide Creek upstream of its confluence with Farmers Branch Creek.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The Professional will provide 100-year floodplain elevations at each of the crossing locations based on the provided modeling for use in establishing bridge profile elevations.

The Professional will modify the effective modeling at each of the proposed crossing locations one time to incorporate the anticipated crossings. The intent of the modeling at each crossing is to develop a concept resulting in zero rise in the effective 100-year FEMA floodplain. The Professional will prepare up to 6 – 11" x 17" exhibits of the extents of grading and bridge geometry anticipated at each of the crossings.

The Professional will provide a submittal to the City including the following:

- A) Technical memo,
- B) Floodplain modeling output,
- C) Crossing exhibits.

No submittals to other agencies other than the City are included in this task. The Professional will address one round of City comments under this task.

**Task VIII – Supplemental Survey**

A) Survey Data Conversion \$7,500 (Lump Sum)

- KHA will, to the best of our ability, convert the Microstation files that was provided to KHA by the Client into Autocad files. The Client hereby directs KHA to rely on this data and KHA assumes no liability for the correctness or accuracy of the survey data.
- Once the conversion is complete KHA will attempt to locate the prior survey control points and use said points as the basis of our coordinate system.

B) Property Research and Data Collection \$14,000 (Lump Sum)

- For use in the easement tasks KHA will do the following
  - Gather existing plat information
  - Collect property owner and record information
  - Through a sub-consultant gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, easements listed in current deeds, etc.). Undocumented easements may not be identified.
  - Generate a property base map to be used in the field location of the property corners.

C) Design Survey \$58,500 (Lump Sum)

- The survey will include the areas referenced to the attached exhibits. The survey will include but not limited to the following items:

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- Existing property corners, property lines, easement lines and right-of-way lines
- Existing pavement (including material type), curbs, sidewalks, barrier free ramps, etc.
- Existing storm sewer inlets, manholes, junction boxes (including culvert sizes, material type and invert elevations)
- Storm sewer outfalls, bridges, and erosion control
- Existing driveway culverts and swales including flow lines
- Visible utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
- Traffic signal poles, cabinets, and other signal equipment
- Signs (excluding temporary signs)
- Buildings and permanent structures
- Retaining walls
- Fence limits and material types (excluding temporary fences)
- Other applicable physical features inside of project limits that could impact design
- Establish horizontal control points tied to previous survey coordinate system to ensure that the KHA and former datum will be the same
- Establish a vertical control benchmark circuit tied to the City of Farmer Branch or prior control network
- Prepare a final topographic drawing to be used for in-house engineering in digital format (including contours and break lines) showing the features located in the field

|                                  |                                  |
|----------------------------------|----------------------------------|
| D) Separate Instrument Easements | \$37,500 (\$1,500 Lump Sum Each) |
|----------------------------------|----------------------------------|

- KH will prepare a metes and bounds description and sketch showing the location and dimensions for the approximately 25 proposed easements between the property owner and the City of Farmers Branch. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to KH. The Client will file the document. Two revisions to the easement are included. Any additional revisions to the easement will be considered additional services and can be performed at our then current hourly rates.

|                                 |                                  |
|---------------------------------|----------------------------------|
| E) Separate Instrument Licenses | \$17,500 (\$2,500 Lump Sum Each) |
|---------------------------------|----------------------------------|

- KH will prepare a metes and bounds description and sketch showing the location and dimensions for the approximately 7 proposed License Agreements between the State of Texas or other government entity and the City of Farmers Branch. Easement language will either be the unaltered

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to KH. The Client will file the document. Two revisions to the easement are included. Any additional revisions to the easement will be considered additional services and can be performed at our then current hourly rates.

**Task IX Survey Contingency Allowance**

An additional services contingency of \$25,000 is included in case additional services not fully defined at this time are required. This contingency will not be expended unless authorized in writing by the City.

**Task X Design Contingency Allowance**

An additional services contingency of \$25,000 is included in case additional services not fully defined at this time are required. This contingency will not be expended unless authorized in writing by the City.

**Exclusions**

Any items requested by the City that are not outlined in the above scope will be considered excluded from this Agreement and may be provided only if requested and authorized in writing by the City.

The Professional can provide the following services, but they are not included in the limited scope of this Agreement:

- Computer Graphic modeling of the corridor
- Construction Documents beyond the 30% Level
- Bid Phase Services
- Construction Phase Services
- Structural Design
- LOMR/CLOMR studies, reports and permitting
- Geo-technical Investigations and Recommendations
- Franchise Utility Coordination
- Structural Design Services for Bridges and Vertical Elements Over 5 Feet High
- Traffic Impact Studies or Signal Design
- Preparation of Traffic control plans
- Revisions due to changes in regulations
- Revisions to CD's after design approval other than clarifications
- Archaeological Survey
- Submittal, Permitting Fees, or Impact Fees
- Construction Staking
- Utility Design
- Roadway Design
- Detailed Cost Estimates (As Prepared by an Estimating Service)

**EXHIBIT "A"**  
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Preparation of Record Drawings  
Environmental Assessments or Impact Statements/ Environmental Clearance  
Wetlands and jurisdictional waters permitting /delineation  
Lighting Design  
Traffic Control Plans

**Fee and Billing**

The Professional will perform the Basic Services and Reimbursable Expenses as described in the Scope of Services for a total lump sum fee of \$326,900. All permitting, application, and similar project fees will be paid directly by the City.

Fees will be invoiced monthly in the Professional's format via e-mail, based as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

Fees by task are as follows:

| <b>Task</b>                                         | <b>Fee Type</b> | <b>Fee</b>       |
|-----------------------------------------------------|-----------------|------------------|
| Task I – Project Coordination and Design Management | Lump Sum        | \$19,000         |
| Task II – Data Collection                           | Lump Sum        | \$12,000         |
| Task III – Pre-Design Phase                         | Lump Sum        | \$27,000         |
| Task IV – Prototypical Art Design Elements          | Lump Sum        | \$20,500         |
| Task V – Stakeholder Meetings and Approvals         | Lump Sum        | \$15,000         |
| Task VI – Preliminary Design (30% CDs)              | Lump Sum        | \$26,000         |
| Task VII – Floodplain Modeling                      | Lump Sum        | \$35,000         |
| Task VIII – Supplemental Survey                     | Lump Sum        | \$122,400        |
| Task IX – Survey Contingency Allowance              | Lump Sum        | \$25,000         |
| Task X – Design Contingency Allowance               | Lump Sum        | \$25,000         |
| <b>Total</b>                                        | <b>Lump Sum</b> | <b>\$326,900</b> |
|                                                     |                 |                  |

**Additional Services**

No additional services shall be provided without prior written authorization from the City. Should additional services be required, the Professional will work with the City to develop a lump sum fee.

**Schedule for Completion**

The Professional will work with the City to develop a mutually acceptable project schedule.

## EXHIBIT "A" SCOPE OF SERVICES

### Insurance

Insurance shall be as per City of Farmers Branch requirements.

### Exhibits

The following exhibits are attached for reference:

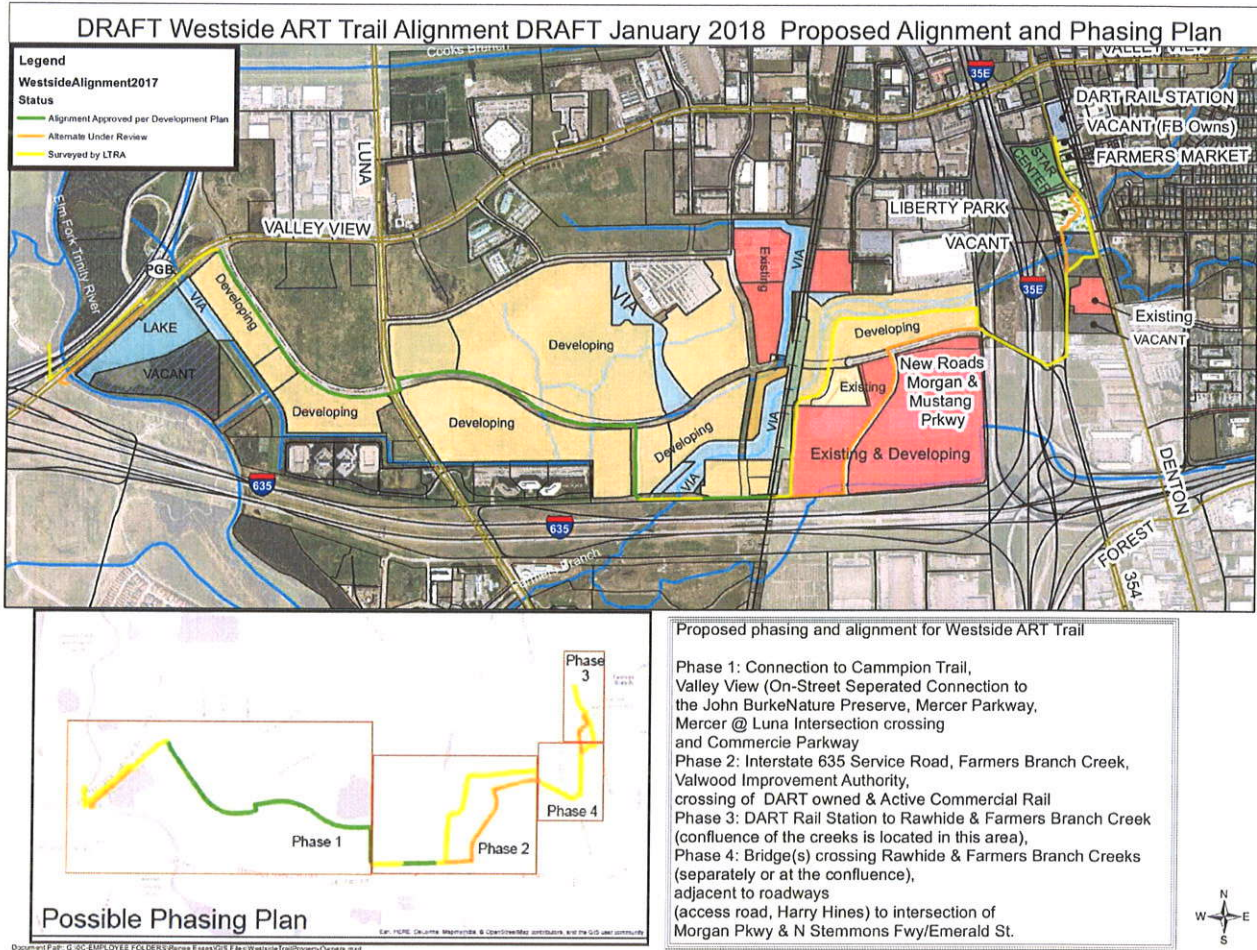


EXHIBIT "A"  
SCOPE OF SERVICES

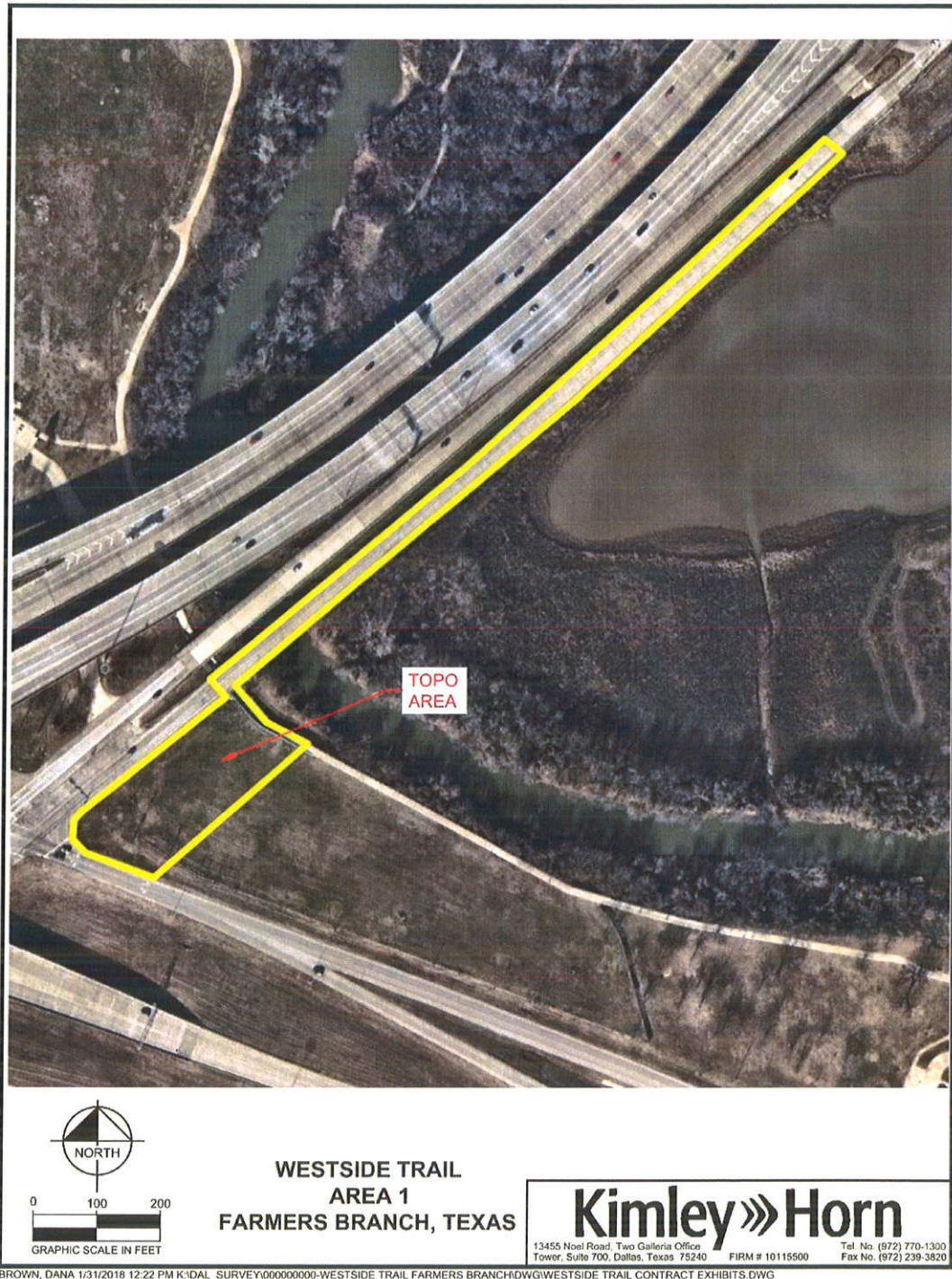


EXHIBIT "A"  
SCOPE OF SERVICES

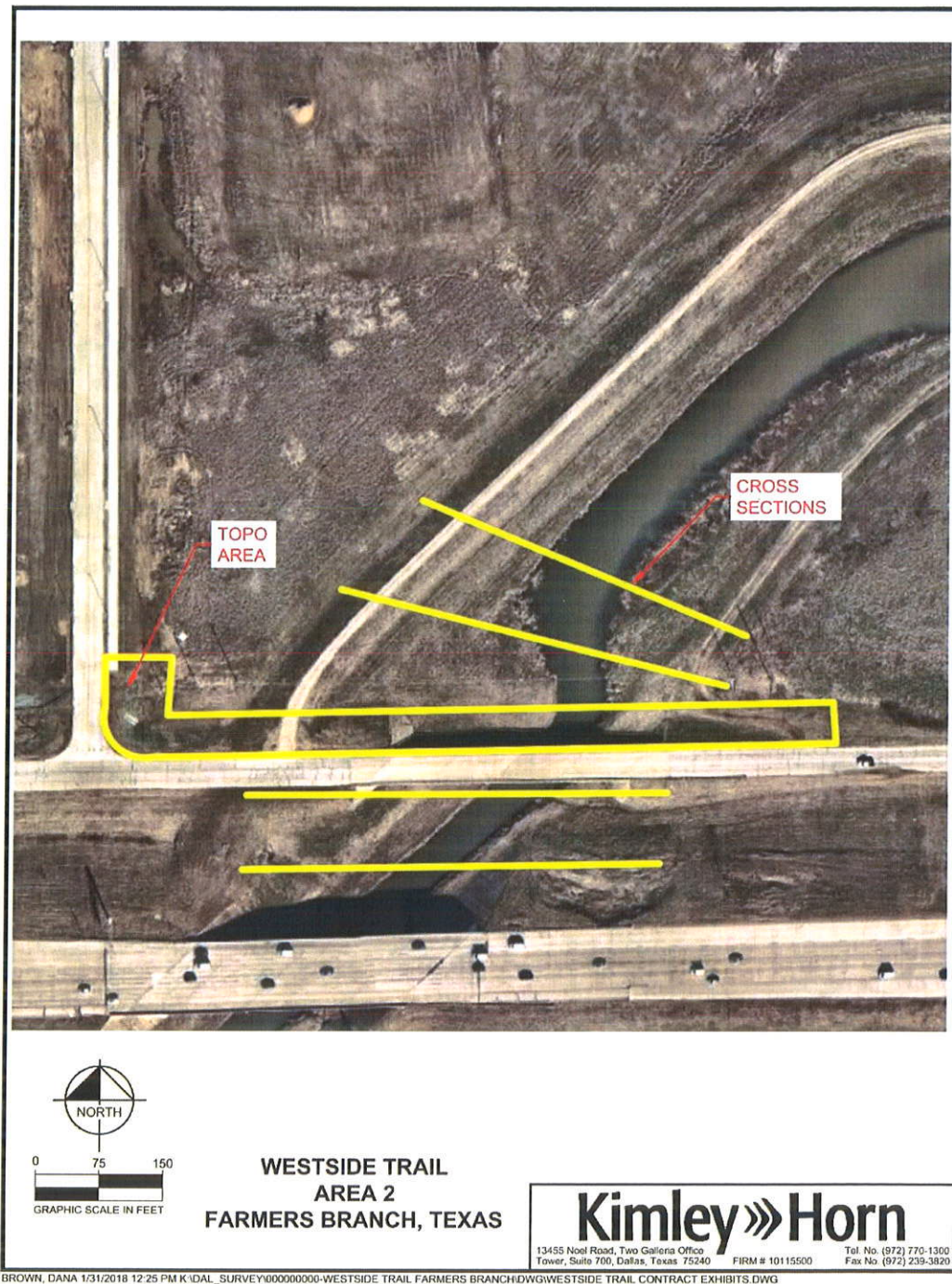


EXHIBIT "A"  
SCOPE OF SERVICES

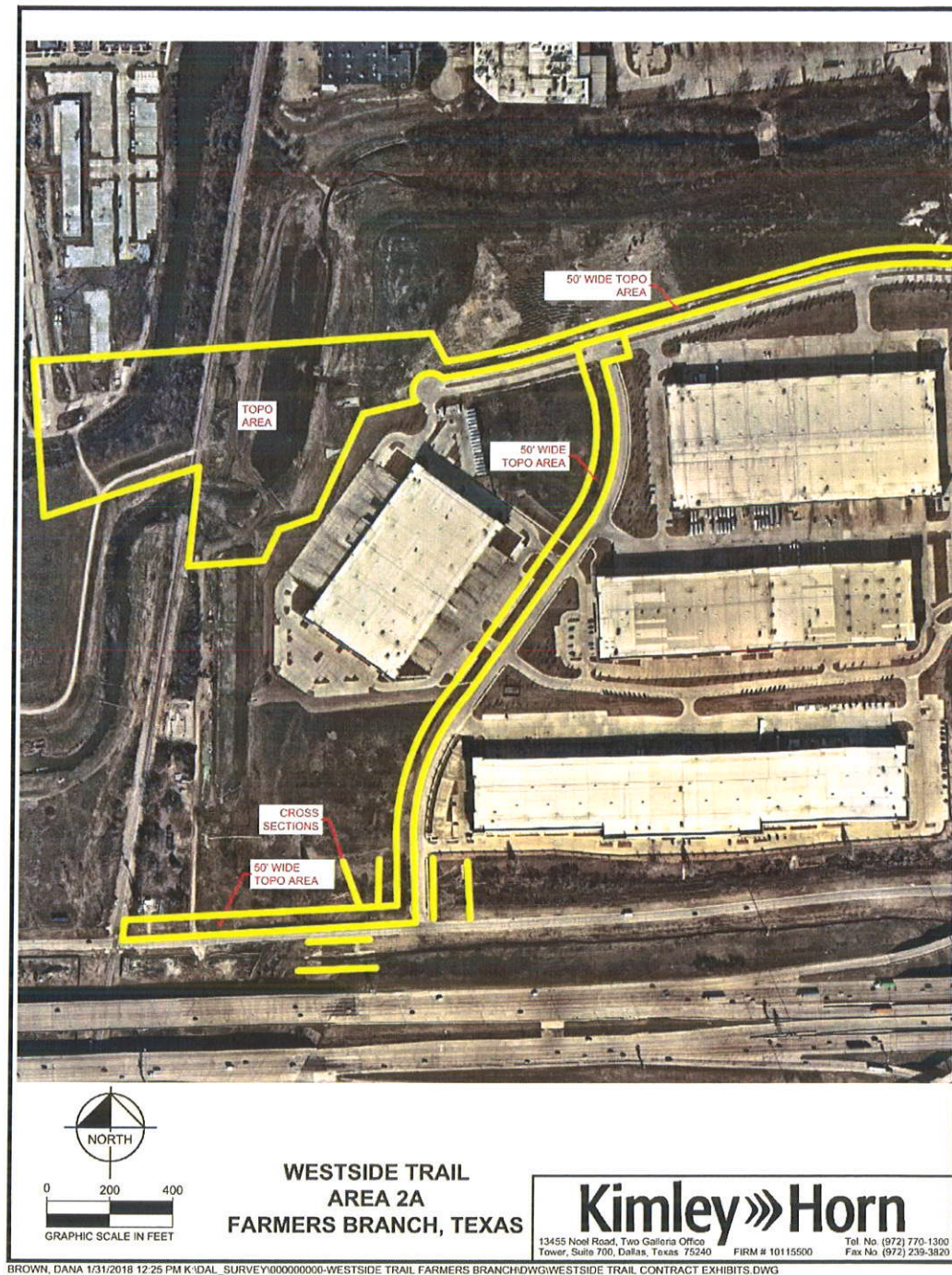


EXHIBIT "A"  
SCOPE OF SERVICES

