



RESOLUTION NO. 2025-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN, INC. FOR DESIGN AND ENGINEERING SERVICES RELATED TO THE INSTALLATION OF A TRAFFIC SIGNAL AT JOSEY LANE AND RAWHIDE PARKWAY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch, Texas, and Kimley Horn have negotiated a proposed Professional Services Agreement for design and engineering services related to the installation of a traffic signal at Josey Lane and Rawhide Parkway (the "Project");

WHEREAS, the City Administration having determined that Kimley Horn is the most qualified to perform the consulting services necessary for the preparation of plans and specifications relating to the Project, recommends approving an agreement with Kimley Horn to provide such services; and

WHEREAS, upon full review and consideration of the proposed Professional Services Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved and that the City Manager, or designee, should be authorized to enter into and approve the Agreement on behalf of the City of Farmers Branch, Texas.

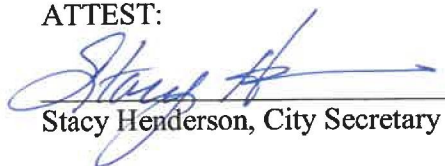
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to approve and execute the Professional Services Agreement between the City of Farmers Branch and Kimley Horn for design and engineering services related to the installation of a traffic signal at Josey Lane and Rawhide Parkway in an amount not to exceed \$87,700.00 and is further authorized to accept and approve such additional change orders and contract amendments as the City Manager deems reasonable, necessary, in the public interest, in compliance with applicable law and City policy, and, in the case of an increase in contract price, subject to the availability of funds.


SECTION 2. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 22nd DAY OF APRIL 2025.

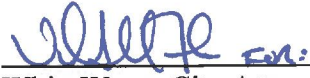
ATTEST:


Stacy Henderson, City Secretary

APPROVED:


Terry Lynne, Mayor

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Whitt Wyatt", followed by a horizontal line.

Whitt Wyatt, City Attorney

[vf 04.09.2025]

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" or "Kimley-Horn") (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 the services described in Exhibit "A" (the "Scope of Services") for the Josey Ln at Rawhide Pkwy Signa Design (the "Project") on the terms and conditions set forth in this Agreement; 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 Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be.

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.

2.3 Upon payment of all amounts due Professional hereunder, all materials and reports prepared by Professional in connection with this Agreement shall become the property of City. City shall have the right to publish, disclose, distribute, and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all drawings, materials, specification, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services.

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 an hourly/reimbursable not-to-exceed amount of Eighty-Seven Thousand Seven Hundred and No/100 Dollars (\$87,700.00). 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 foregoing, 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 twelve percent (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 thirty (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, to:

Attn: Benjamin W. Williamson
City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With a copy to:

Attn: Deputy Director of Public Works
City of Farmers Branch, Texas
13000 William Dodson Pkwy
Farmers Branch, Texas 75234

P.O. Box 819010
Farmers Branch, Texas 75381

With a copy to:

Attn: Whitt Wyatt, City Attorney
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road, Ste. 700-220
Flower Mound, Texas 75028

If intended for Professional:

Attn: John Ryan, P.E.

Kimley- Horn and Associates, Inc.
225 E. John W. Carpenter Freeway, Suite 1100
Irving, Texas 75062

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) 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; (ii) a 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; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All insurance shall be endorsed to provide 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 a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, Professional shall provide at least thirty (30) days' prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non- contributory with any other insurance coverage and/or self-insurance maintained by the City.

- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the requires insurance policies, Professional shall cause a certificate of insurance and policy endorsements to be issues evidencing the requires insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.10 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY. THE 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 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 and Energy Companies; Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) 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.

- (b) Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended,
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Signatures on the Following Page

SIGNED AND AGREED this _____ day of _____, 2025.

CITY OF FARMERS BRANCH, TEXAS


By: _____
Jawaria Tareen, Deputy City Manager

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney
[vf03.06.2025]

SIGNED AND AGREED this 11th day of April, 2025.

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Douglas Arnold
Contract Specialist

ATTEST:


By: 
Brandon Forsythe
Assistant Secretary

EXHIBIT "A" **SCOPE OF SERVICES**

Josey Ln at Rawhide Pkwy Signal Design

Scope of Services under this Agreement will consist of preparing construction documents for intersection improvements at Josey Ln at Rawhide Pkwy include curb ramp, pavement markings, signs, and traffic signal improvements based on the approved improvements identified in the intersection study memo prepared via a separate contract.

Services under this Agreement include:

1. Boundary and Topographic Survey

- A. Perform boundary and topographic survey within limits of proposed improvements shown in red below:



- B.
- C. The limits of the survey shall be 300' on Josey Lane from the intersection of Josey Lane at Rawhide Parkway in the northwest and southeast direction. The limits will also include 100' on Rawhide Parkway east and west of the intersection.
- D. Kimley-Horn will coordinate with Texas 811 to locate and mark existing known franchise and public utilities prior to performing the field survey.
- E. Connect to previously established horizontal and vertical project control monumentation.
- F. Perform a field survey to identify and locate existing topographic elements within the corridor, which may include the following:
- i. Existing pavement, curbs, sidewalks, barrier free ramps, etc.;
 - ii. Roadway and lane striping;
 - iii. Driveways;
 - iv. Existing storm sewer inlets, manholes, junction boxes (including sizes and invert elevations);
 - v. Guardrail/Handrail;
 - vi. Utility manholes, sanitary sewer manholes (and invert elevations), vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility

EXHIBIT "A"

SCOPE OF SERVICES

- markers, other public utilities, and franchise utilities;
- vii. Traffic signal poles, cabinets, RRFB poles and other signal equipment;
- viii. Signs (excluding temporary signs);
- ix. Trees, including caliper (for 6" caliper and up);
- x. Buildings and permanent structures;
- xi. Retaining walls;
- xii. Fence limits and material types (excluding temporary fences);
- xiii. Other visible physical features that could impact design;

2. Subsurface Utility Exploration

A. Record Research

- i. Contact applicable agencies and acquire records from responsive utility owners
- ii. Perform in-field visual site inspection. Compare Utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.
- iii. Coordinate with available utility owners for needed clarification, resolution of found discrepancies and details not provided on record drawings.

B. Designating (Level B)

- i. Select and employ appropriate suite of industry standard geophysical equipment to search for existing utilities within the area identified in yellow below.



- ii. Interpret surface geophysics and mark indications of utilities with paint or pin flags on ground surface for subsequent depiction on deliverable utility map.
- iii. Record marks on electronic field sketches.
- iv. Survey existing utility designating marks and above ground utility appurtenances according to the project control and record data for subsequent depiction on plan deliverables.
- v. No maintenance of traffic lane closures is anticipated for Designating work.
- vi. Prepare SUE plan sheets depicting all designated and located utilities

EXHIBIT "A"
SCOPE OF SERVICES

3. Intersection Design

- A. Project Management
 - i. Project Communication
 - i. Conduct progress meetings to monitor the development of the project.
During this phase of the project, conduct up to:
 - i. Five (5) total meetings with the City and other stakeholders regarding project status and coordination issues. The first meeting will serve as the project kick-off meeting
- B. Project Administration
 - i. Prepare project correspondence and invoicing documents
- C. Data Collection Record drawings
 - i. Construction contract document standards
 - ii. Project site visits (2)
 - iii. Concept Design (30%)
 - i. Prepare 30% layout of ramps, sidewalk, and signal poles for City to review and provide comments on direction of intersection improvements.
- D. Preliminary Schematic Design (60%)
 - i. Design Schematic Package including:
 - i. Title Sheet
 - ii. General Notes
 - iii. Quantity Summary Sheet
 - iv. Existing Conditions and Removals Sheet
 - v. Proposed Paving and Grading Sheet (plan view only)
 - i. Includes proposed sidewalk and curb ramps for all 4 corners
 - vi. Proposed Traffic Signal Modifications Layout Sheet
 - vii. Proposed Traffic Signal Modifications Charts Sheet
 - viii. Proposed Signing and Pavement Markings Layout Sheet
 - ix. Proposed Erosion Control Sheet
 - x. TxDOT and City standard details
 - ii. Compile and prepare a preliminary opinion of probable construction cost for proposed intersection improvements.
 - iii. Compile list of applicable TxDOT standard and special specifications.
 - iv. Design submittal (60%)
 - i. Submittal shall include the following:
 - i. 11x17 .PDF of the 60% design plans
 - ii. .PDF of bid item, standard specifications, and special specifications listings.
 - iii. .PDF of the opinion of probable construction cost
 - v. Kimley-Horn will respond to one (1) round of City comments
 - vi. Revisions to plans based on City comments will be incorporated into the 90% design submittal.
- E. Pre-Final Design (90%)
 - i. Prepare 90% construction documents including plans, OPCC, and list of specifications
 - ii. Contract Documents

EXHIBIT "A"
SCOPE OF SERVICES

- i. Prepare the contract documents using City template for project manual/contract.
- F. Final Draft Design (100% Draft)
 - i. Submittal shall include the following:
 - i. 11x17 .PDF of the 100% draft design plans
 - ii. .PDF of contract documents
 - iii. .PDF of the opinion of probable construction cost
 - ii. Respond to one (1) round of City comments.
 - iii. Revisions to plans based on City comments will be incorporated into the Final design submittal.
- G. Final Design (100%)
 - i. Submittal shall include the following:
 - i. 11x17 .PDF of the Final sealed design plans
 - ii. .PDF of contract documents
 - iii. .PDF of the opinion of probable construction cost
 - ii. Submit bid package to City.
 - iii. Texas Department of Licensing and Registration
 - i. Project registration with TDLR
 - ii. TAS Final Plan Inspection by separate registered accessibility specialist (RAS)
 - iii. TAS Post Construction Inspection by separate registered accessibility specialist (RAS)

4. Bidding and Construction Phase Services

- A. The scope of services listed below may or may not be performed as part of our construction phase services. Kimley-Horn's role during construction is limited and services are only provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 50 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the City.
- B. This task includes 1 round of project advertising and bidding services for the project.
- C. Kimley-Horn will assist the City during the project advertisement and award phases. Services that may be performed include:
 - i. Hosting on an electronic bidding site such as CivCast.
 - ii. Preparing for and attending a pre-bid meeting.
 - iii. Attending the bid opening.
 - iv. Preparing bid tabulations.
 - v. Issue addenda as necessary.
- D. Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference before the start of construction.
- E. Site Visits and Construction Observation. Kimley-Horn will make up to 3 site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract

EXHIBIT "A"

SCOPE OF SERVICES

- Document and keep Client informed of the general progress of the work.
- F. Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
 - G. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
 - H. Recommendations with Respect to Defective Work. Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Kimley-Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
 - I. Clarifications and Interpretations. Kimley-Horn will respond to up to 3 Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
 - J. Change Orders. Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
 - K. Shop Drawings and Samples. Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
 - L. Substitutes and "or-equal/equivalent." Kimley-Horn will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
 - M. Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility. Kimley-Horn's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Kimley-Horn is entitled to rely on the results of such tests.
 - N. Disputes between Client and Contractor. Kimley-Horn will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
 - O. Applications for Payment. Based on its observations and on review of applications

EXHIBIT "A"

SCOPE OF SERVICES

for payment and supporting documentation, Kimley-Horn will recommend amounts that Contractor be paid. Recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- P. Substantial Completion. When requested by Contractor and Client, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- Q. Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor.
- R. Record Drawings. Kimley-Horn will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-built, but will be based on information made available.

5. Signal Coordination

- A. Coordinate the existing traffic signal of Josey at Ln at Golfing Green Dr with the new traffic signal at Josey Ln at Rawhide Pkwy.
- B. Identify in the construction plans to install GPS clocks in both intersections to maintain signal coordination. (to be upgrade to more stout coordination equipment in the future).
- C. Data Collection
 - i. Traffic Count data collection, field investigation, development of Synchro traffic simulation models, capacity analysis, and operational assessment.
 - ii. ENGINEER (through a sub-consultant) will collect the following traffic counts:
 - i. One (1) 7-day machine count on Josey Ln between Rawhide Pkwy and Golfing Green Dr.
 - ii. Two-hour peak turning movement counts (TMCs) at the 2 project intersections, tabulated for 15-minute intervals capturing common peak periods: weekday AM, Midday, and PM peaks.
 - iii. TMCs will be collected on a non-holiday Tuesday, Wednesday, or Thursday when Sunnyvale ISD schools are in session.
 - iv. ENGINEER will obtain crowd-sourced probe-based data for the study corridor. This data will serve as the basis to evaluate travel time, speed, and delay improvements on the study corridor.
- D. Development of Coordinated Timing Plans
 - i. Calculation of vehicular and pedestrian clearance intervals (based on current geometry and signal design plans); development, review, and refinement of proposed timing plans. For the entire project area, it is assumed that three (3) new timing plans will be developed:

EXHIBIT "A"
SCOPE OF SERVICES

- i. Weekday AM Peak;
 - ii. Weekday Midday/Offpeak Peak;
 - iii. Weekday PM Peak;
- E. Implementation of Timing Plans
 - i. Coordinated traffic signal timing plans will be deployed under this task. This task includes implementation and fine-tuning of the timing plans in the field. Field fine-tuning will ensure that the modeled timing plans are optimized for real world operation and benefits. It is assumed that three (3) timing plans will be developed (AM peak, Midday peak/Offpeak, PM peak,. The actual entry of new timing plans into the controller databases will be done by CITY staff, or contractor responsible for operating and maintaining the signals.
- F. Post Implementation Evaluation and Documentation
 - i. ENGINEER will use probe-based data to measure the effectiveness of the retiming effort. A short technical memorandum will be prepared to document and compare the results of the project and identify recommended follow-up consideration for enhancements to the intersections.

Additional Services

- A. Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:
 - i. ROW/ESMT Documents
 - ii. Title Research
 - iii. Drainage Design
 - iv. Geotechnical Design
 - v. Structural Design
 - vi. Construction contract administration
 - vii. Letter of Map Revision (LOMR)
 - viii. Preparation for and attendance of public meetings
 - ix. Subsurface Utility Engineering Level A
 - x. Cultural Resources Study
 - xi. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
 - xii. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
 - xiii. Coordination with franchise utilities

EXHIBIT "A"

SCOPE OF SERVICES

Schedule

Professional will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Professional will perform the services in the Tasks listed below on a labor fee plus expense (reimbursable) basis with the maximum fee shown below. Kimley-Horn will not exceed the total maximum fee shown without authorization from the City. Individual task amounts are provided budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task 1	Boundary and Topographic Survey	\$ 11,500
Task 2	Subsurface Utility Exploration	\$ 10,200
Task 3	Intersection Design	\$ 41,000
Task 4	Bidding and Construction Phase Services	\$ 15,000
Task 5	Signal Coordination	\$ 10,000
Total Reimbursable Fee (not-to-exceed)		\$ 87,700

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as subconsultants, express delivery services, and other direct expenses will be billed at 1.15 times cost. The reimbursable fees above include both labor and direct expenses. We have budgeted six percent (6%) of labor fee to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.