

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

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 the engineering and landscape architectural described in Exhibit “A” (the “Scope of Services”) in connection with the development of **Pedestrian Crossings and Treatments** (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, not to exceed a total of \$418,700. Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, 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. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. 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 time and materials basis, in accordance with Professional's standard hourly rate schedule, 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: Tom Hartmann, P.E., PTOE, IMSA TS II, Associate
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.

SIGNED AND AGREED this _____ day of _____, 2017.

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 January, 2018.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Eric Z. Smith, Assistant Secretary

ATTEST:

By: _____
Tom Hartmann, P.E., PTOE, IMSA TS II
Associate

EXHIBIT "A"

SCOPE OF SERVICES

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

Project Understanding

Professional understands that City intends to conduct a feasibility study for pedestrian crossings along Midway Road and to create sealed designs for multiple pedestrian crossings within the City.

The Pedestrian Crossings and Treatments project is divided into two major phases. Phase 1 consists of a feasibility analysis of pedestrian crossings at Midway Road in the East Zone. Phase 2 consists of sealed pedestrian crossing designs for up to eleven locations in the Central Zone.

City's Responsibilities

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

- A. All existing survey work and preliminary design work prepared by others for the project or related/adjacent projects.
- B. All existing R.O.W. maps of the project area.
- C. All City of Farmers Branch design requirements or standards applicable to the project.
- D. All available record drawings and information on all existing City or TxDOT facilities within the project limits.
- E. All 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. Current signal timing information
- H. Counts

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Professional Services

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

Phase 1. Midway Road

Phase 1 includes the following existing signalized intersections:

- Midway Road & Spring Valley Road
- Midway Road & Sigma Road
- Midway Road & Alpha Road
- Midway Road & McEwen Road

Task 1.1 Project Coordination and Design Management

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

- A. Assisting City in defining the project scope, design budgets, and assignment of design team responsibilities.
- B. Communicate regularly with City.
- C. Plan for and attend one (1) kickoff meeting with City to define City's goals, objectives, and concerns for the project.

Task 1.2 Potential Options for Pedestrian Crossing Treatments

Professional will develop a range of potential options for pedestrian crossing treatments at project intersections on Midway Road in Farmers Branch, along with potential mid-block crossing locations. Vehicles, pedestrians, and bicyclists will all be impacted by the pedestrian crossings; future uses, such as dockless electric shared scooters will also be considered. Treatments will be considered from an engineering, aesthetic, and operational viewpoint. Potential solutions to be considered include:

- Enhanced operations at existing traffic signals, such as leading pedestrian intervals;
- Enhanced pedestrian and bicycle accommodations, including median refuge, improved ramps and bicycle-specific signal heads;
- Midblock crossing options, including passive, enhanced, and active treatments;
- Reducing lanes on Midway Road, either through a roadway modification or installation of a dedicated pedestrian/cycle track; and
- Landscape architecture enhancements.

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Task 1.3 Data Collection

Professional will:

- A. Gather (through a sub-contractor) the following data to analyze appropriate treatments for each intersection:
 - Vehicular volumes (machine counts and turning movement counts);
 - Pedestrian volumes; and
 - Bicycle volumes.
- B. Perform field observations at all four (4) signalized crossings. Field observations will include existing geometrics, sight distance, visibility, proximity to other signalized intersections, signage, striping, and identification of potential improvements.
- C. Gather the following data to analyze traffic operations at each existing signalized intersection:
 - Local controller timing parameters
 - Minimum and maximum green times;
 - Vehicular clearances (e.g. yellow and all-red);
 - Pedestrian timing (e.g. walk and flashing-don't-walk);
 - Phase sequences;
 - Local special functions; and
 - Phase orientation.
 - Coordination timing
 - Cycle lengths, offsets, splits, and phase sequences;
 - Time-of-day, day-of-week (TOD/DOW) schedules;
 - Special events timing; and
 - System-commanded special functions.
- D. Review the information provided by City, including existing traffic signal timing, previously prepared plans, and other documents.

Task 1.4 Existing Conditions of Traffic Operations

Professional will analyze existing conditions of traffic operations on Midway Road, integrating data from adjacent City of Dallas and Town of Addison intersections to account for coordination with regional super-network. Existing operations of the AM, Midday, PM, and Saturday peaks will be analyzed using SynchroTM traffic modeling software. Measures of effectiveness including intersection level of service (LOS), movement LOS, volume-to-capacity (v/c) ratios, split times sufficient to satisfy pedestrian intervals, and progression are expected to be used for comparison between alternatives.

Through a data collection subconsultant, new bidirectional Seven-day Machine Counts will be made between the following intersections: Midway Road & Spring Valley Road and Midway Road & McEwen Road. Professional will determine recommended locations for seven-day

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counts. Such counts will typically not be made on a week that includes a holiday.

Average daily volumes will be calculated from bidirectional Seven-day Machine Counts. Using daily capacity values from the North Central Texas Council of Governments (NCTCOG), volume to capacity (v/c) ratios and level of service (LOS) will be determined for the existing lane configuration and the proposed lane configuration.

Professional will prepare a technical memorandum documenting results of the link v/c comparison. A draft will be prepared and submitted (in PDF format) to City for review. Upon receipt of comments, a sealed, final version of the technical memorandum will be submitted (in PDF format).

Task 1.5 Alternatives Analysis

Professional will perform a Synchro™ analysis for up to three (3) alternative lane configurations for the project area. Synchro™ analyses will be based upon existing traffic signal timing models as developed in Task 1.4. Professional will prepare a technical memorandum documenting the Synchro™ analysis. A draft will be prepared and submitted (in PDF format) to City for review. Upon receipt of comments, a sealed, final version of the technical memorandum will be submitted (in PDF format).

Task 1.6 City Stakeholder Meetings

Professional will prepare for and facilitate up to two (2) meetings with various City departments to discuss proposed alternatives. Anticipated departments include Planning, Public Works, Sustainability, and Parks. These meetings will be set up and coordinated by City staff with input and participation by Professional

Task 1.7 Public Stakeholder Meetings

Professional will prepare for and facilitate up to two (2) meetings with public stakeholders to discuss proposed alternatives. One meeting is anticipated to focus on residential stakeholders and one meeting is anticipated to focus on commercial stakeholders. These meetings will be set up and coordinated by City staff with input and participation by Professional

Task 1.8 Concept Drawings and Documentation

Professional will prepare concept drawings for up to three (3) lane configuration alternatives for the area between Midway Road & Spring Valley Road and Midway Road & McEwen Road. Alternatives will address lane assignments, pedestrian treatments, and proposed curb lines. Concept drawings will be at rough conceptual level of detail, e.g. line drawings on an aerial.

Task 1.9 City Council Work Session

Professional will prepare for and attend one (1) City Council work session with the Farmers

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Branch City Council to present Midway Road alternatives, along with the opportunities, constraints and potential cost implications related to each alternative. This meeting is intended to establish strategic direction related to the final alignment and design on Midway Road. Professional will prepare the work session materials for City Staff review, along with a process that identifies key decision points for Council discussion. This material will be provided to City Staff up to 3 business days before the scheduled meeting.

Task 1.10 Phase 1 Landscape Architectural Conceptual Design

In conjunction with the feasibility study, Professional will prepare up to three (3) concept plans illustrating proposed aesthetic hardscape and landscape treatments for the traffic alternatives listed above. Professional will evaluate each crossing for trail and pedestrian connectivity as identified in the City's Trail Master Plan and the East Side Plan. These conceptual plans will be color rendered plans with supporting material pallet exhibits and other imagery drawings where applicable. Professional will prepare one Opinion of Probable Construction Cost for each concept for the aesthetic improvements shown in the Concept Plans.

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 Professional at the time and represent only Professional's judgment as a design professional. Professional cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

This task does not include 3-D computer renderings. This task includes up to one round of City staff comments. Once City staff selects the preferred alternative, Professional will generate a final concept plan and revised OPCC incorporating City comments for the City Council Work Session.

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Phase 2. Proposed Pedestrian Crossing Designs

Phase 2 includes the following eleven (11) locations:

- Valwood Road & Denton Drive
- Valley View Lane & Rossford Street
- Tom Field Road & Oran Good Park/Golfing Green
- Denton Drive & Squire Place
- Webb Chapel Road & Oakbrook Parkway
- Valley View Lane & Templeton Trail
- Valley View Lane & Josey Lane
- Valley View Lane & Webb Chapel Road
- Longmeade Drive & Webb Chapel Road
- Valwood Road & Albermarle Drive
- Valley View Lane between William Dodson Parkway and Goodland Street

Four (4) locations are currently signalized:

- Valwood Road & Denton Drive
- Denton Drive & Squire Place
- Valley View Lane & Josey Lane
- Valley View Lane & Webb Chapel Road

Two (2) locations are currently stop-controlled:

- Valley View Lane & Rossford Street
- Valwood Road & Albermarle Drive

Two (2) locations are currently controlled by a rectangular rapid flashing beacon (RRFB):

- Longmeade Drive & Webb Chapel Road
- Valley View Lane between William Dodson Parkway and Goodland Street

Three (3) locations are currently untreated:

- Tom Field Road & Oran Good Park/Golfing Green
- Webb Chapel Road & Oakbrook Parkway
- Valley View Lane & Templeton Trail

Task 2.1 Project Coordination and Design Management

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

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- A. Assisting City in defining the project scope, design budgets, and assignment of design team responsibilities.
- B. Manage and direct the consulting team during the design phase.
- C. Communicate regularly with City.
- D. Plan for and attend one (1) kickoff meeting with City to define City's goals, objectives, and concerns for the project.

Task 2.2 Data Collection

Professional will:

- A. Gather (through a sub-contractor) the following data to analyze appropriate treatments for each location:
 - Vehicular volumes (machine counts).
- B. Perform field observations at all eleven (11) locations. Field observations will include existing geometrics, sight distance, visibility, proximity to signalized intersections, signage, striping, and identification of potential improvements.
- C. Review information provided by City, including previously prepared plans and other documents.
- D. Collect survey information for up to seven (7) locations (expected to be the currently unsignalized intersections):
 - Data Collection and Property Research
 - Gather existing plat information.
 - Collect property owner and record information.
 - Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified. *We cannot guarantee all easements will be found. We would need to retain a title company or abstractor to insure all easements are shown.*
 - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - Design Survey
 - Establish horizontal control points.
 - Establish a vertical control benchmark circuit as needed throughout the project.
 - Set control points, which will be based on NAD-83 on both sides of the roadway.
 - Perform a limited field survey to identify and locate certain existing topographic elements within the survey limits. Survey is anticipated to consist of:
 - Property corner monumentation

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- Existing pavement (including material type), curbs, sidewalks, barrier free ramps
- Roadway pavement markings
- 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
- Guardrail
- Surface visible indications of utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
- Utility markings placed in the field by one call services
- Street signs (excluding temporary signs)
- Trees (Dense stands of trees and those outside the ROW can be generally described by their limits) *Includes tree 6" and larger. We will not include tagging or identification by arborist.*
- Exterior wall of buildings and permanent structures
- Retaining walls

Task 2.3 Warrant Analyses

Professional will perform an all-way stop-control warrant analysis for the three (3) locations listed below:

- Tom Field Road & Orand Good Park/Golfing Green
- Webb Chapel Road & Oakbrook Parkway
- Valley View Lane & Templeton Trail

Professional will perform a traffic signal warrant analysis for the seven (7) locations listed below:

- Valley View Lane & Rossford Street
- Valwood Road & Ablemarle Drive
- Longmeade Drive & Webb Chapel Road
- Valley View Lane between William Dodson Parkway and Goodland Street
- Tom Field Road & Orand Good Park/Golfing Green
- Webb Chapel Road & Oakbrook Parkway
- Valley View Lane & Templeton Trail

Traffic signal warrant analyses will not be performed for currently signalized intersections.

Results of the warrant analyses will determine the level of design in Task 2.4 and Task 2.5.

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Professional will prepare a technical memorandum documenting results of the warrant analyses. A draft will be prepared and submitted (in PDF format) to City for review. Upon receipt of comments, a sealed, final version of the technical memorandum will be submitted (in PDF format).

Task 2.4 Traffic Signal Modifications

Professional will design up to four (4) traffic signal modifications for the existing signalized intersections:

- Valwood Road & Denton Drive
- Denton Drive & Squire Place
- Valley View Lane & Josey Lane
- Valley View Lane & Webb Chapel Road

Project Meetings

- At the outset of the Task, Professional will prepare for and attend one (1) meeting with City to discuss project requirements and any special design or coordination needs.
- After the 60% submittal, Professional will prepare for and attend one (1) meeting with City staff to receive comments.

Base Map and Specifications Assembly

- Professional will conduct a field investigation to verify existing signage and traffic control devices.
- Professional will use applicable City design standards and specifications.

Design Elements

Modification will consist of the following:

- Design new pedestrian signal poles, pedestrian push buttons, pedestrian ramps, pavement markings (e.g. crosswalks), and pedestrian enhancements on each corner of the intersection(s) as needed.
- Design new conduit to tie into existing ground boxes
- All other conduit paths shall remain
- All other signal equipment shall remain as is

Design Phase

The design will be prepared using base mapping from aerials, previously prepared plans provided by City, and field investigation. The design will be prepared at 1" = 40' on 11" x 17"

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plan sheets using MicroStation V8i. The design will be based on and include information gathered during the initial kick-off meetings. The traffic signal design will include the following plan sheets.

- Traffic Signal Notes
- Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
- Traffic Signal Layout Sheets including overhead signs and pedestrian elements
- Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, Loop detectors, and general notes
- Standard Detail Sheets as applicable

Deliverables

Task deliverables will include:

60% Submittal - Professional will prepare and submit construction drawings in PDF format to City for distribution and review.

90% Submittal - Professional will submit plans and specifications/special provisions in PDF format, review comments from the previous review, and a written response to the review comments.

100% (Final) Submittal - Professional will provide one full set of sealed drawings in PDF format and one full set of specifications/special provisions in PDF format.

Task 2.5 Traffic Signal Designs

Professional will design up to three (3) traffic signals for currently unsignalized locations identified by City after Task 2.3. For budgeting purposes, it is assumed that three (3) locations will be signalized.

Project Meetings

- At the outset of the Task, Professional will prepare for and attend one (1) meeting with City to discuss project requirements and any special design or coordination needs.
- After the 60% submittal, Professional will prepare for and attend one (1) meeting with City staff to receive comments.

Base Map and Specifications Assembly

- Professional will conduct a field investigation to verify existing signage and traffic

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control devices.

- Professional will use applicable City design standards and specifications.

Design Phase

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design will be based on and include information gathered during the initial kick-off meetings. The traffic signal design will include the following plan sheets.

- Traffic Signal Notes
- Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
- Traffic Signal Layout Sheets including overhead signs and pedestrian elements
- Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, Loop detectors, and general notes
- Standard Detail Sheets as applicable

Deliverables

Task deliverables will include:

60% Submittal - Professional will prepare and submit construction drawings in PDF format to City for distribution and review.

90% Submittal - Professional will submit plans and specifications/special provisions in PDF format, review comments from the previous review, and a written response to the review comments.

100% (Final) Submittal - Professional will provide one full set of sealed drawings in PDF format and one full set of specifications/special provisions in PDF format.

Task 2.6 Pavement Marking and Signing Plans

Professional will design up to (4) pavement marking and signing plans for locations identified by City after Task 2.3. For budgeting purposes, it is assumed that four (4) locations be included in this Task.

Plans will be prepared in accordance with City and TxDOT design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Professional will prepare details to clarify intent of design. Professional will compile applicable City and TxDOT standard details, and modify standard details as needed. Professional will prepare signing layouts in accordance with City design standards and the TMUTCD.

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Task 2.7 Public Stakeholder Meetings

Professional will prepare for and facilitate up to five (5) meetings with public stakeholders to discuss proposed alternatives. All meetings are anticipated to focus on residential stakeholders. These meetings will be set up and coordinated by City staff with input and participation by Professional.

Task 2.8 Phase 2 Landscape Architectural Design

In conjunction with the Traffic PS&E tasks above, Professional will prepare up to eleven (11) concept plans illustrating proposed aesthetic hardscape and landscape treatments for the traffic alternatives listed above. Professional will evaluate each crossing for trail and pedestrian connectivity as identified in the City's Trail Master Plan. These conceptual plans will be color rendered plans with supporting material pallet exhibits and other imagery drawings where applicable. Professional will prepare one Opinion of Probable Construction Cost for each concept for the aesthetic improvements shown in the Concept Plans.

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 Professional at the time and represent only Professional's judgment as a design professional. Professional cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

This task does not include 3-D computer renderings. This task includes up to one round of City staff comments. Once City staff selects the preferred alternative, Professional will generate a final concept plan and revised OPCC incorporating City comments.

Once the preferred alternatives have been selected by City, Professional will prepare PS&E design plans using base mapping from the survey and field investigation. The design will be prepared at 1" = 20' on 11" x 17" plan sheets. The design will be based on and include information gathered during the initial kick-off meetings. The design will include the following plan sheets where applicable:

- General Landscape Architectural Notes
- Hardscape Plans and Details
- Landscape Plans and Details
- Standard Detail Sheets as may be applicable

Deliverables

Task deliverables will include:

60% Submittal - Professional will prepare and submit construction drawings in PDF format to

EXHIBIT "A"

SCOPE OF SERVICES

City for distribution and review.

90% Submittal - Professional will submit plans and specifications/special provisions in PDF format, review comments from the previous review, and a written response to the review comments.

100% (Final) Submittal - Professional will provide one full set of sealed drawings in PDF format and one full set of specifications/special provisions in PDF format.

Additional Services

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

Potential additional services include, but are not limited to, the following:

- Additional traffic signal designs
- Intersection/roadway designs
- General civil engineering
- Meetings beyond those specifically identified above
- Roadway plans for lane configuration alternatives
- Signing and striping plans for lane configuration alternatives
- Bid phase services
- Construction phase services
- SUE services
- Survey to collect topographic data or title information
- Preparation of easements or right-of-way documents
- Additional public meetings
- Development of coordinated traffic signal timing plans
- Communications design
- 3-D Computer rendering/modeling
- Irrigation design
- Structural design
- Gateway Signage design
- Illumination / Lighting design
- Hydrology & Hydraulics design
- Flood Studies

EXHIBIT "A"

SCOPE OF SERVICES

Fee and Billing

Professional will perform the Basic Services and Reimbursable Expenses as described in the Scope of Services not to exceed the total lump sum fee of \$418,700. All permitting, application, and similar project fees will be paid directly by City.

Fees will be invoiced monthly in 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:

<i>Task</i>	<i>Fee Type</i>	<i>Fee</i>
<i>Task 1.1 Project Coordination and Design Management</i>	<i>Lump Sum</i>	<i>\$7,500</i>
<i>Task 1.2 Potential Options for Pedestrian Crossing Treatments</i>	<i>Lump Sum</i>	<i>\$2,100</i>
<i>Task 1.3 Data Collection</i>	<i>Lump Sum</i>	<i>\$3,700</i>
<i>Task 1.4 Existing Conditions of Traffic Operations</i>	<i>Lump Sum</i>	<i>\$8,400</i>
<i>Task 1.5 Alternatives Analysis</i>	<i>Lump Sum</i>	<i>\$10,500</i>
<i>Task 1.6 City Stakeholder Meetings</i>	<i>Lump Sum</i>	<i>\$3,700</i>
<i>Task 1.7 Public Stakeholder Meetings</i>	<i>Lump Sum</i>	<i>\$3,700</i>
<i>Task 1.8 Concept Drawings and Documentation</i>	<i>Lump Sum</i>	<i>\$16,100</i>
<i>Task 1.9 City Council Work Session</i>	<i>Lump Sum</i>	<i>\$1,200</i>
<i>Task 1.10 Phase 1 Landscape Architectural Conceptual Design</i>	<i>Lump Sum</i>	<i>\$20,500</i>
<i>Allocation</i>	<i>Lump Sum</i>	<i>\$3,900</i>
<i>Phase 1 Total</i>		<i>\$81,300</i>
<i>Task 2.1 Project Coordination and Design Management</i>	<i>Lump Sum</i>	<i>\$14,900</i>
<i>Task 2.2 Data Collection</i>	<i>Lump Sum</i>	<i>\$55,100</i>
<i>Task 2.3 Warrant Analyses</i>	<i>Lump Sum</i>	<i>\$9,400</i>
<i>Task 2.4 Traffic Signal Modifications</i>	<i>Lump Sum</i>	<i>\$73,100</i>
<i>Task 2.5 Traffic Signal Designs</i>	<i>Lump Sum</i>	<i>\$90,400</i>
<i>Task 2.6 Pavement Marking and Signing Plans</i>	<i>Lump Sum</i>	<i>\$20,000</i>
<i>Task 2.7 Public Stakeholder Meetings</i>	<i>Lump Sum</i>	<i>\$9,100</i>
<i>Task 2.8 Phase 2 Landscape Architectural Design</i>	<i>Lump Sum</i>	<i>\$49,300</i>
<i>Allocation</i>	<i>Lump Sum</i>	<i>\$16,100</i>
<i>Phase 2 Total</i>		<i>\$337,400</i>
<i>Project Total</i>		<i>\$418,700</i>

EXHIBIT "A"
SCOPE OF SERVICES

Schedule for Completion

Professional will work with City to develop a mutually acceptable project schedule. An initial schedule, to be updated as appropriate, will be developed within two weeks of notice to proceed.

Insurance

Insurance shall be as per City of Farmers Branch requirements.