

STATE OF TEXAS

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AGREEMENT FOR PROFESSIONAL SERVICES

COUNTY OF DALLAS

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This Agreement for Professional Services (“Agreement”) is made by and between the **City of Farmers Branch, Texas** (“City”) and **Interface Studio, LLC**, a Pennsylvania limited liability company (“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 professional planning services described in Exhibit “A” (the “Scope of Services”) in connection with the development of the IH-35E Corridor Vision Study (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 **One Hundred Thirty-Three Thousand Five Hundred Eighty-Five Dollars (\$133,585.00)**. 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 for each step outlined in the Scope of Services until all deliverables set forth in the Scope of Services with respect to such step 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.

5.5 All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Professional in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents. City shall have the right to publish, disclose, distribute and otherwise use Project Documents at its sole discretion.

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:

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

If intended for Professional:

Interface Studio, LLC
Attn: Scott Page, Principal
340 N 12th Street #419
Philadelphia, Pennsylvania 19107

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 \$1,000,000.00 per claim and \$1,000,000.00 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 _____, 2019.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2019.

INTERFACE STUDIO, LLC.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

The proposed scope of services is divided into four separate tasks: Getting Started; Inventory & Analysis; Vision & Recommendations; and Implementation. A rich engagement process, designed with you, is integral to each of these tasks. As such, our proposed scope of work is written in sequential order to demonstrate the relationship between outreach activities and steps in the planning process. The IH-35E corridor study will provide a cohesive vision for the corridor's redevelopment over the next 20 years that will both protect existing neighborhoods while encouraging growth where it is appropriate.

TASK 1 – GETTING STARTED

TASK 1.1: COMMUNICATION AND COORDINATION

To ensure that we as a team (including you) can share files, transfer data and communicate regularly, we will set up a Dropbox folder and organize a schedule of bi-weekly conference calls, facilitated by Scott and Stacey (Interface Studio), to maintain coordination during each step of the process. We will also meet with internal stakeholders at key milestones.

TASK 1.2: GATHER AND REVIEW EXISTING PLANS

We will collect from the City previous plans and information on recently proposed development projects/capital expenditures on infrastructure, streets or other improvements in the area. All of the strategies and proposed investments will be summarized in a chart and graphically on a map for discussion purposes. For past plans, we will be interested in understanding what was implemented and what was not to better understand the barriers to financing and implementing ideas for IH-35E.

TASK 1.3: PUBLIC ENGAGEMENT PLAN

To guide the outreach activities, our team will develop a public participation plan that outlines the specific tools, methods and timing for outreach activities. We anticipate that the major components will include: 1 open house to gather input, 10 interviews, 5 focus groups, and 1 final public event. Interface Studio can design materials for additional communication with the community to be administered by City staff and steering committee members. (Please note that while we have outlined tools below, the public outreach process will truly be defined in coordination with local partners.)

TASK 1 DELIVERABLES

- > Request for GIS data
- > Public Engagement Plan
- > Summary of key themes/ recommendations from prior plans
- > Summary of key themes that emerge from interviews
- > Marketing materials

TASK 1.4: REVIEW OF EMERGING TRENDS

We can learn a lot from lessons learned of sister cities. We will research and show how places similar to Farmers Branch have achieved different kinds of improvements around everything from urban design to financing.

TASK 1.5: ONE ON ONE STAKEHOLDER INTERVIEWS

Face-to-face and telephone interviews will be conducted with up to 10 "critical actors" or "stakeholders" identified by the City.

TASK 1.6: MARKETING MATERIALS

Interface Studio will create marketing materials throughout the project for the City to distribute to various media outlets. These include postcards, flyers, graphics for social media and the City's website, and other products to help promote specific public events and get the word out about the IH-35E Vision Study.

TASK 1.7: STUDY AREA TOUR / WALKING AUDIT

As a part of the inventory, our team would like the opportunity to see the area through the eyes of those who know it best. We'll need local experts as tour guides to give us a tour of the area. It is an opportunity for involved stakeholders to spend time with us and help us learn more about IH-35E.

TASK 2 – INVENTORY & ANALYSIS

TASK 2.1: DIGESTING THE DATA

Interface Studio will review the data provided by the City, including the 2019 windshield land use survey, and begin to develop maps and summary graphics for public presentations. This portion of the analysis will visualize:

- > The Context - including maps illustrating main access points and local economic drivers
- > Current land use, zoning and vacancy
- > General building conditions rated by structure
- > Recent revitalization, investments, and proposed developments
- > Parcel sizes as a result of ROW takings due to the highway widening project
- > Urban design assets including walkability and noteworthy buildings / spaces
- > The location and types of arts and cultural resources
- > Community assets such as institutions, employment centers, and open space
- > Infrastructure including water, sewer, stormwater, energy, and roadways
- > Crime statistics if made available by the Farmers Branch Police
- > Quality of life issues including trash, vandalism or other issues.

TASK 2.2: IN-DEPTH PARCEL RESEARCH AND REDEVELOPMENT DATABASE

To maximize the plan's functionality and support its implementation, the Interface Studio team will integrate our research findings into a comprehensive database that details ownership (public by agency, private by name), land use, current zoning, parcel size, etc. The intent is to work with the City to identify critical opportunity sites and develop a baseline for tracking change over time.

TASK 2.3: TRANSPORTATION ANALYSIS

WGI will create a baseline assessment of the existing characteristics for the IH-35E District. The City's previous

EXHIBIT "A"

SCOPE OF SERVICES

collected data will be an integral part in the existing conditions analysis. The assessment will include accessibility by travel mode, sidewalk inventories, traffic signal operations, availability of transit and bicycle facilities, on-street and off-street parking locations, parking supply and demand, additional observations of pedestrian/bicycling obstacles and physical barriers, existing landscaping, and presence of ADA infrastructure.

We will also gather data including traffic volumes (e.g. vehicle, pedestrian, bicyclist, etc.), heavy vehicle percentages, speed survey data, and collision history as made available by the City. We will also work with the City to discuss DART, Transportation Network Companies (Uber, Lyft)/taxi operations through the study area and complete observations at appropriate times, including a review of dockless provider operations and vehicle parking.

The analysis will also take into account the IH-35E highway widening project and include a review of the approved 2010 schematic.

TASK 2.4: PUBLIC OPEN HOUSE / POP UP GALLERY

We will design an interactive, open house event that acts as an exhibit of the IH-35E corridor. The event will take place over the course of a few hours allowing people to stop in and learn about the project when it is most convenient for them. Local partners would be responsible for finding the appropriate space and securing the approvals and access from the current property owner.

The Open House includes multiple games and tools designed to elicit public response and discussion. Many of the exhibits and games are easily transportable to other locations for partners to use in public meetings and other events. The exhibits will be designed to share some of the trends and issues facing the IH-35E corridor while encouraging different methods for people to tell us what they would like to see in the future. The tools potentially include our "postcards from the future," photo suggestion booth, and interactive mapping; however, we will evaluate and design the right tools for this project in discussion with you.

TASK 2.5: COORDINATION MEETINGS

Our team will update the Steering Committee and the client group on the plan and recent findings during the course of this task. The Steering Committee role is to provide guidance and feedback on the plan process, analysis and strategies; help with

community engagement; and promote the plan and advocate for its adoption and implementation. The Steering Committee should include the Planning and Zoning Commission and potentially diverse stakeholders who are active in the community and willing to undertake the role as described above.

TASK 2 DELIVERABLES

- > Redevelopment database
- > Summary of issues, opportunities and challenges
- > Baseline assessment of existing conditions
- > Design and installation of open house materials, including marketing materials

TASK 2.6: SUMMARY OF OPPORTUNITIES AND CHALLENGES

All of the research and analysis will be summarized into a graphically sophisticated Issues, Opportunities and Constraints presentation. This document will serve as the basis for the key goals and recommendations that will comprise the final plan.

TASK 3 – VISION & RECOMMENDATIONS

TASK 3.1: STATEMENT OF GOALS AND OBJECTIVES

Building from the public outreach and data inventory, a draft statement of goals and objectives for the future of IH-35E will be developed for review by the Steering Committee. These goals and objectives will guide the recommendations developed for different elements of the plan.

TASK 3.2: FOCUS GROUP

Interface Studio will work with local partners to organize focus groups to discuss the analysis and findings. Focus groups are small groups of about 10 participants that allow for a rich discussion of ideas and concerns. We typically organize focus groups targeted to specific interests and initially suggest 5 focus groups to include discussions on local businesses, open space, transportation, housing and infrastructure.

TASK 3.3: HOUSING & ECONOMIC DEVELOPMENT PLAN

To best position the IH-35E corridor for long-term sustainability, recommendations will relate to identifying business types, improving the area's competitive position, and diversifying the City's economic base. In addition, Interface Studio will use the existing market analysis and the IH-35E highway widening schematic to identify two proposed target areas for focusing residential and commercial development. These target areas will include areas of vacancy and public-ownership as well as areas of noted developer interest and places in close proximity to major assets and employment centers. We will develop density and configuration scenarios illustrated in conceptual, annotated site plans. Tables that quantify the development potential (building type, square footage, and number of units) of each focus area development scenario will accompany the site plans, along with suggestions about phasing. Specifically, recommendations will include:

- > Positioning the IH-35E corridor as an investment opportunity and a location for the various customer bases within the context of Farmers Branch and the region
- > Strategies to increase confidence and encourage and/or support individual owners thinking of investing including regulatory and financial incentives
- > Working closely with local partners on redevelopment scenarios and implementation triggers for identified opportunity sites
- > Strategies to bring more retail, services and jobs to the IH-35E corridor based upon market findings and available space

TASK 3.4: FUTURE LAND USE & CODE RECOMMENDATIONS

This plan will create proactive strategies to directly impact the physical future of the area. The IH-35E corridor will continue to change; such change should be grounded in what local

EXHIBIT "A"

SCOPE OF SERVICES

partners would like to see for its future. There are several key components to this task: develop a future land use plan for all properties in the study area and identify ideal densities and areas of transition to help both protect existing neighborhoods while encouraging growth where it is appropriate.

TASK 3.5: TRANSPORTATION STRATEGIES

Determination of viable designs and solutions for the IH-35E corridor will be based off the existing conditions assessment, the planned IH35E widening project, support from nationally recognized design guides, City standards, modeling results, market analysis, and engineering judgement. Recommendations will also be in accordance with any key planning documents the City or stakeholders deem important to ensure that solutions will be cohesive with the community's larger goals. We will prepare conceptual designs for any improvements that would benefit from a "quick-build" demonstration.

TASK 3.6: A PLAN FOR IMPROVING PUBLIC SPACE

We will create a series of recommendations that will help to augment, or where necessary transform, the existing streetscape and parks into a source of communal pride and activity. Specifically, we will create designs to improve existing parks and key public spaces including gateways, civic spaces and key corridors, and identify opportunities for new park space in alignment with future land use and code recommendations.

TASK 3.7: COORDINATION MEETINGS & PUBLIC EVENT

TASK 3 DELIVERABLES

- > Focus group presentations
- > Summary of public input
- > Draft statement of goals and objectives for the corridor
- > Draft recommendations
- > Public event presentation and feedback activity

Our team will update the Steering Committee and the client group on the plan and recent findings, and prepare and facilitate an interactive public event to present and get feedback on the plan's recommendations. This event will be a meeting or forum rather than an open house.

TASK 4 — IMPLEMENTATION

The Implementation Plan is the critical component of the work. Without a viable set of actions that reflect both the aspirations of the City of Farmers Branch and the realities of the marketplace, the value of the overall vision is greatly diminished. Our team's experience in actually implementing catalytic projects, even in cities that face significant market challenges, speaks to this approach.

TASK 4.1: AN ACTION STRATEGY FOR THE NEXT YEAR

This plan can and should develop recommendations for sustainable, transformative projects that add activity and vitality to the IH-35E corridor. But it is also extremely important to identify short-term strategies that can be accomplished with limited funds in the next year. Events, festivals, public art, marketing and other tactics can be employed relatively quickly

and inexpensively yet can also have a noticeable impact.

TASK 4.2: IMPLEMENTATION TIMELINE (LONG-TERM)

We will develop an implementation spreadsheet that aligns the goals with the recommendations and identifies the necessary partners and funding sources to turn the ideas into reality. Our approach will focus on a strategy to leverage the various initiatives to generate a whole greater than a simple sum of parts. This will involve specifying sequencing, coordinating activities, and identifying various implementation "paths" that show how results and changes from achieving a certain project can help feed into and make a subsequent project easier to complete and/or more successful. This is especially important to consider with the timing of the IH35E widening. A clear list of priority projects and time frames will be included to help local organizations plan for the upcoming five years of work ahead, and we will identify financing options and necessary public incentives and/or investment, as well as metrics for monitoring progress.

TASK 4.3: PRELIMINARY & FINAL PLANS

All of the analysis and recommendations will be organized into one well-tailored, place-specific, graphic-heavy document. The draft plan will be designed for use in fundraising and to guide the activities of local organizations with their work plans.

Recognizing that there are many different audiences for the plan, we can also create a stand-alone summary for wider distribution. The exact format of the final report and summary will be determined with you to maximize the benefit of the work and best appeal to the primary audiences, but will be organized around housing and economic development, transportation, public realm, land use and codes, as well as a summary of the process.

TASK 4.4: WRAP UP AND MARKETING THE PLAN

We believe it is important to market the plan and generate additional support for the work as it moves toward implementation. Interface Studio will coordinate with the client group on key presentations, including presenting to the Planning & Zoning Commission and Council for final adoption.

TASK 4 DELIVERABLES

- > Implementation matrix including strategies for next year and the longer term
- > Draft and final plan
- > GIS and digital file package

EXHIBIT "A"

SCOPE OF SERVICES

TIMELINE

We believe that the IH-35E Vision Study can be completed within 11 months depending on the timing of outreach events and the review of draft products. This is based on our experience with other similar projects.

Our budget assumes 6 trips over the course of the study. Should additional trips be necessary, we have detailed the additional cost in the attached cost estimate.

We anticipate the following 6 trips:

- 1) January: kick off (Interface, WGI)
- 2) March: open house (Interface)
- 3) May: focus groups (Interface, WGI, Ninigret)
- 4) July: public event (Interface, WGI)
- 5) September: adoption-P&Z (Interface)
- 6) October: adoption-Council (Interface)

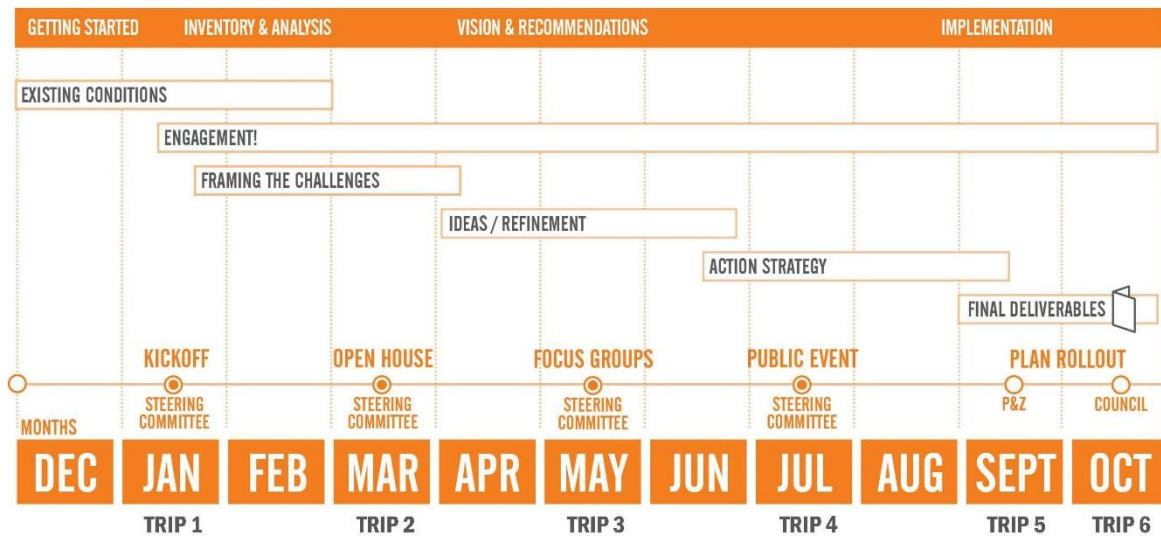


EXHIBIT "A" SCOPE OF SERVICES

FARMERS BRANCH, TX

	INTERFACE STUDIO			NINIGRET PARTNERS			BIG RED DOG ENGINEERING			
	Lead Consultant			Economic Development / Market Analysis			TRANSPORTATION			Fee per Phase
	Principal	Project Manager	Urban Designer	Principal			Principal	Senior Planner	Planner	
STEP 1: GETTING STARTED	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Hours	Hours	Cost
KEY TASKS										
1.1 Communication and Coordination	20	20		\$ 5,000		\$ -				\$ 5,000
1.2 Gather and Review Existing Plans	2	4	8	\$ 1,400		\$ -	1	2	8	\$ 1,085
1.3 Public Engagement Plan	1	4		\$ 580		\$ -				\$ 580
1.4 Review of Emerging Trends	4	8	8	\$ 2,120		\$ -				\$ 2,120
1.5 Interviews	20	20		\$ 5,000		\$ -	2			\$ 390
1.6 Marketing Materials	1	4	16	\$ 1,940		\$ -				\$ 1,940
1.7 Study Area Tour/Walking Audit	4	4	4	\$ 1,340		\$ -	4			\$ 780
Total Hours	52	64	36		-		7	2	8	
Fee Subtotal				\$ 17,380		\$ -				\$ 2,255
Direct Expenses (includes printing + 1 trip)				\$ 4,430		\$ -				\$ 440
Task 1 Cost Estimate				\$ 21,810		\$ -				\$ 2,695
STEP 2: DATA ANALYSIS	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Hours	Hours	Cost
KEY TASKS										
2.1 Digesting the Data	8	16	40	\$ 6,280		\$ -				\$ 6,280
2.2 In-Depth Parcel Research and Redevelopment Database	4	8	16	\$ 2,800		\$ -				\$ 2,800
2.3 Transportation Analysis	1	4	8	\$ 1,260		\$ -	1	8	24	\$ 3,465
2.4 Public Open House	12	40	60	\$ 11,180		\$ -				\$ 11,180
2.5 Coordination Meetings	4	4		\$ 1,000		\$ -	4			\$ 780
2.6 Summary of Opportunities and Challenges	3	8	8	\$ 1,980		\$ -	1	1		\$ 340
Total Hours	32	80	132		-		6	7	24	
Fee Subtotal				\$ 24,500		\$ -				\$ 4,585
Direct Expenses (includes printing + 1 trip)				\$ 3,570		\$ -				\$ 880
Task 2 Cost Estimate				\$ 28,070		\$ -				\$ 5,465
STEP 3: VISION, STRATEGIES, ACTIONS	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Hours	Hours	Cost
KEY TASKS										
3.1 Goals and Objectives	4	8		\$ 1,440		\$ -	1			\$ 195
3.2 Focus Groups	10	10		\$ 2,500		\$ -				\$ 390
3.3 Housing and Economic Development Plan	8	16	30	\$ 5,430	15	\$ 2,250		1		\$ 145
3.4 Land Use and Code Recommendations	8	16	30	\$ 5,430	10	\$ 1,500		1		\$ 145
3.5 Transportation Strategies	2	4	8	\$ 1,400		\$ -	8	15	30	\$ 6,735
3.6 Public Space Plan	8	16	20	\$ 4,580		\$ -				\$ 580
3.7 Coordination Meetings and Public Event	12	24	40	\$ 7,720	8	\$ 1,200	8			\$ 1,560
Total Hours	52	94	128		33		17	17	30	
Fee Subtotal				\$ 28,500		\$ 4,950				\$ 8,780
Direct Expenses (includes printing + 2 trips)				\$ 4,400		\$ -				\$ 440
Task 3 Cost Estimate				\$ 32,900		\$ 4,950				\$ 9,220
STEP 4: IMPLEMENTATION & PLAN COMPLETION	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Hours	Hours	Cost
KEY TASKS										
4.1 Action Strategy	4	8		\$ 1,440		\$ -	1			\$ 195
4.2 Implementation Timeline	8	8		\$ 2,000		\$ -	2			\$ 390
4.3 Preliminary and Final Plans	24	60	80	\$ 16,760		\$ -	2		16	\$ 1,990
4.4 Wrap Up and Marketing the Plan	24	8		\$ 4,240		\$ -				\$ -
Total Hours	60	84	80		-		5	-	16	
Fee Subtotal				\$ 24,440		\$ -				\$ 2,575
Direct Expenses (includes printing + 2 trips)				\$ 1,460		\$ -				\$ -
Task 4 Cost Estimate				\$ 25,900		\$ -				\$ 2,575
TOTAL Estimated Fees				\$ 108,680		\$ 4,950				\$ 19,955
Retainer Fee Rates:	\$140	\$110	\$85		\$150		\$195	\$145	\$100	
Note: THERE ARE 6 ESTIMATED TRIPS SPREAD ACROSS THE TASKS										
INTERFACE STUDIO: 6 TRIPS										
NINIGRET PARTNERS: 1 TRIP										
WBI: 3 TRIPS										
POTENTIAL ADDITIONAL TASKS	Hours	Hours	Hours	Cost	Hours	Cost	Hours	Hours	Hours	Cost
KEY TASKS										
EXTRA TRIP (does not include direct expenses: approx \$3,000)	16	16		\$ 4,000	16	\$ 2,400	8	0	0	\$ 1,560
5 extra interviews	10			\$ 1,400	10	\$ 1,500				\$ 2,900
Extended public event (more than one day)	16	24	24	\$ 6,920		\$ -				\$ 6,920

FARMERS BRANCH

_INTERFACE STUDIO LLC