

## Individual Project Order Number 2024 Belz Road Reconstruction

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Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Client of Sanger, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated May 16, 2023, which is incorporated herein by reference.

**Identification of Project:** Sanger 2024 Belz Road Reconstruction

### **Project Understanding:**

The scope of services consists of the roadway reconstruction design of Belz Road from Metz Road to I-35 Frontage Road. Belz Road will be widened from a two-lane section to a four-lane undivided roadway section. In addition, sidewalk, illumination, and internal storm drain will be proposed, and City utilities will be replaced. Jennifer Circle from Belz Road will be reconstructed with new asphalt pavement.

**Specific scope of basic Services:** See Below

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#### **Task 1 – Project Management**

- A. Status Report and Invoicing – The Consultant will provide status reports outlining what has been completed, what the goals are for the following month, and what information is needed from the Client. The status report will be updated and distributed to the project manager with the monthly invoice. The Consultant will also provide schedule updates as needed. Project management will be provided for the duration of the design.
- B. Permitting - The Client will be responsible for administration of all permits. The Consultant will provide exhibits and information necessary for permit approval. The Consultant understands the following permits will be required:
  - TxDOT Utility Installation Request (UIR)/RULIS Permit
  - TxDOT Right-of-Way (ROW) Permit/Form 1058

#### **Deliverables:**

- Monthly invoices and status reports
- Permit deliverables

#### **Assumptions:**

- It is assumed Project Management will be required for twelve (12) months. Additional Project Management will be considered Additional Services.

#### **Task 2 - Coordination**

- A. Client Coordination
  1. Kickoff meeting - The Consultant will conduct and document one (1) kick-off meeting with the project team to determine design criteria, project schedule, and confirm project responsibilities.
  2. Monthly coordination meetings – The Consultant will conduct and document monthly coordination meetings with the project team and any additional Client team members. This task consists of up to twelve (12) coordination meetings.

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3. Client design review meetings – The Consultant will conduct and document design review meetings at the 30%, 60%, and 90% milestones. A total of three (3) design review meetings will be held.
- B. Franchise Utility Coordination – The Consultant will coordinate with franchise utility companies within the project area to obtain existing line maps, determine potential conflicts, and provide conflict information to the Client for further coordination. The Consultant will assist the Client in review of any franchise utility relocation plans. Up to forty (40) hours will be spent on franchise utility coordination. Any additional time spent beyond the allotted forty (40) hours will be considered additional services.
- C. TxDOT Coordination - The Consultant will coordinate with TxDOT for the I-35 Frontage Road roadway and utility tie-ins and provide information to the Client for further coordination. Up to twenty (20) hours will be spent in addition to filing the permits for coordinating with TxDOT.
- D. Elada Public Improvement District (PID) Coordination – The Consultant will coordinate with the PID Developer for the roadway, storm drain, and utility design and provide information to the Client for further coordination. Up to twenty (20) hours will be spent coordinating with the PID and Developer.

### **Deliverables:**

- Meeting agendas and notes

### **Task 3 – Engagement**

- A. Public Meetings - The Consultant will prepare materials, attend, and document as needed for up to two (2) public meetings. The Client will be responsible for selecting and scheduling meeting location and distributing notifications to the public either through mailers, social media, or email. It is anticipated the public meetings will occur during design and at pre-construction.
- B. Council Meetings – The Consultant will prepare materials, attend, and document as needed for up to two (2) Client Council meetings. The presentation will incorporate design considerations, cost estimates, and schedule updates.

### **Deliverables:**

- Public meeting materials, presentations, and notes

### **Task 4 – Data Collection**

The Consultant will collect data to develop a base map, this information will be utilized to analyze existing constraints and issues for the development of the conceptual design. The following elements will be used to develop the base map.

- A. Data Collection and Analysis
  1. Aerial Photography – The Consultant will collect aerial photography for the project corridor from NearMaps and/or available aerial photos from the Client.
  2. Available Record Drawing Research – The Consultant will collect any available record drawings from the Client within the project limits.

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3. Available Client GIS utility information – The Consultant will utilize the Client’s online GIS information to compile utility information for the study area.
  4. Field Observation – The Consultant will conduct up to one (1) site visit to visually document the existing conditions.
- B. Topographic and Boundary Survey- The Consultant will prepare a topographic survey and right-of-way determination to be used for civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document.
1. The limits of the survey will be approximately 100’ wide centered on the existing Belz Road centerline from Metz Road to I-35 Frontage Road and 60’ wide centered on the existing Jennifer Circle centerline from Belz Road to the cul-de-sac.
  2. The survey will consist of: the location of the right-of-way lines and adjoining property lines with existing easements readily available in the public record (this does not include an abstract of title); elevations; contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, franchise utility facility appurtenances, trees, shrubs, and flowerbeds; pavement, sidewalk, and other visible corridor improvements, and benchmarks established with the survey.
  3. Contact Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey
- C. Subsurface Utility Exploration (SUE) – The Consultant will, via a sub-consultant, expose certain utilities using SUE methods and collect survey data on their exposed location. This information will be used during civil engineering design. SUE quality levels are described as follows:
1. Quality Level B (QL-B) involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references.
    - QL-B fee is based on an average of five (5) underground utilities for approximately 6,600 linear feet each. If there are additional utility lines, or we need to obtain more than 6,600 linear feet for each utility, additional fee will be needed. Additional Level B SUE will be considered additional services.
  2. Quality Level A (QL-A) also known as “locating”, is the highest level of accuracy presently available and involves the full use of subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities. QL-A provides the type, size, condition, material, and other characteristics of underground features.
    - QL-A fee is based on obtaining up to ten (10) test holes within the project limits. Test hole information will be provided in the construction drawings in a table format. Any additional test holes needed will be considered additional services.

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- D. Geotechnical Engineering Services - The Consultant will utilize a subconsultant to perform geotechnical analysis to determine an asphalt pavement, concrete pavement, and subgrade treatment recommendation. Up to ten (10) bore holes will be completed for the analysis. Additional soil analysis will be obtained for recommendations to be used in retaining wall design.

### **Deliverables:**

- Geotechnical report
- Survey and SUE base map
- SUE test hole information

### **Task 5 – Roadway Design**

The Consultant will prepare engineering plans, specifications, and construction contract documents for the reconstruction of Belz Road and Jennifer Circle per Client Standards.

#### A. Conceptual Design (30%)

1. Plans - The Consultant will prepare a Conceptual (30%) plan on profile schematic drawing consisting of the following elements:
  - Typical sections of existing and proposed roadway cross sections
  - Existing horizontal geometry consisting of: right-of-way, easements, utilities, roadway pavement, driveways, side streets, ditch centerlines, and culvert crossings
  - Proposed horizontal geometry consisting of: right-of-way, easements, roadway geometry, proposed sidewalk, curb ramps, driveways, side streets, pavement markings, and street signs
  - Proposed roadway vertical geometry
2. Opinion of Probable Construction Cost (OPCC) - Based on the OPCC prepared by the Consultant, the corridor improvements may be reduced or bid alternatives added to fit within the Client's budget.
  - The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known at the time the costs were prepared and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

#### B. Preliminary Design (60%)

1. Plans – The Consultant will respond to and address one (1) round of comments provided by the Client. The Consultant will prepare a 22"x34" Preliminary Design (60%) Plan Set consisting of the elements in the Conceptual Design Set and the following.
  - Cover, Sheet Index and General Notes
  - Quantity summary sheet
  - Project Layout and Control
  - Typical sections

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- Removals
  - Roadway plan and profile drawings at 1"=20'
  - Sidewalk and curb ramp layout
  - Cross sections at fifty (50) foot increments
  - Pavement markings and signage
  - Retaining wall plan and profile drawings
  - Traffic control - The Consultant will prepare traffic control narrative, plans, and typical sections for up to six (6) phases of construction and two (2) detour routes.
  - Erosion control plan
  - Standard Construction details
2. OPCC
- C. Final Design (90%)
1. Plans- The Consultant will respond to and address one (1) round of comments provided by the Client and prepare a 22"x34" Final Design (90%) Plan Set consisting of the elements in the Preliminary Design Set and the following:
    - Grading sheets
    - Driveway and side street plan and profile
    - Custom construction details
  2. OPCC
  3. Specifications - Prepare specifications, to include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the Engineers Joint Contract Documents Committee (EJCDC) documents. The NCTCOG Standard Specifications for Public Works Construction and the Client's requirements for Public Works Construction will govern all other specifications
- D. Final Sealed Design (100%) - The Consultant will respond to and address one (1) round of comments provided by the Client and prepare the following:
1. 22"x34" Final Sealed Design (100%) Plan Set
  2. OPCC
  3. Specifications
  4. Final Sealed Project Manual

### **Deliverables:**

- Digital PDF Conceptual (30%) roll plot.
  - Up to three (3) hard copies may be submitted at the Client's request.
- Digital 22"x34" PDF Plan Set for Preliminary (60%), Final (90%), and Final Sealed (100%) Roadway Design.
  - Up to three (3) 22"x34" hard copies may be submitted at the Client's request.
- OPCC for Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) Roadway Design.
- Final Sealed Project Manual

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### **Task 6 – Drainage Design**

The Consultant will prepare engineering plans, specifications, and construction contract documents for proposed internalized storm system on Belz Road per Client Standards. The drainage design will consist of following design elements which will be part of the Task 5 deliverables:

#### A. Conceptual Design (30%)

1. Plans - The Consultant will prepare a Conceptual (30%) plan on profile schematic drawing consisting of the following elements:
  - Internal Storm System: An internal storm system will be designed to accommodate the roadway drainage and existing ditch capacities.
  - Culvert crossings: Up to two (2) existing culvert crossings will be evaluated and downstream assessments performed. Each crossing will be preliminary designed to accommodate the 100-year storm event. If the downstream will experience adverse impacts the Consultant will report to the Client.
  - Drainage Area Maps: 22"x34" Existing and proposed condition drainage area maps.

#### B. Preliminary Design (60%)

1. Plans – The Consultant will respond to and address one (1) round of comments provided by the Client. The Consultant will prepare a 22"x34" Preliminary Design (60%) Plan Set consisting of the elements in the Conceptual Design Set and the following.
  - Existing and Proposed Drainage Area Maps
  - Calculations for Drainage, Runoff, Inlets, HGLs, and Ditch (As Needed)
  - Mainline plan and profile
  - Lateral profiles
  - Culvert crossing plan and profile
  - Standard Construction details

#### C. Final Design (90%)

1. Plans- The Consultant will respond to and address one (1) round of comments provided by the Client and prepare a 22"x34" Final Design (90%) Plan Set consisting of the elements in the Preliminary Design Set and the following:
  - Custom construction details

#### D. Final Sealed Design (100%)

1. 22"x34" Final Sealed Design (100%) Plan Set

### **Task 7 – Utility Design**

The Consultant will prepare engineering plans, specifications, and construction contract documents for the construction of water and sanitary sewer line replacements on Belz Road per Client Standards. The utility design will consist of the following design elements and which will be part of the Task 5 deliverables:

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- A. Water Design - The Consultant will prepare the following items for the construction plan set:
1. Horizontal layouts for water line relocations and necessary appurtenances.
  2. Vertical profiles for water line relocations and necessary appurtenances providing the required clearance from all known conflicts.
  3. Water line details, including connection details.
  4. Sequencing notes for shutdown and connection sequencing plans.
  5. Abandonment layouts as needed.
  6. Temporary and permanent easements as needed.
  7. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
- B. Sewer Design – The Consultant will prepare the following items for the construction plan set:
1. Horizontal layouts for sanitary sewer line relocations and necessary appurtenances.
  2. Vertical profiles for sanitary sewer line relocations and necessary appurtenances providing the required clearance from all known conflicts.
  3. Sanitary sewer line details.
  4. Sequencing notes for shutdown and connection sequencing plans.
  5. Abandonment layouts as needed.
  6. Temporary and permanent easements as needed.
  7. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
- C. Conceptual Design (30%)
1. Plans - The Consultant will prepare a Conceptual (30%) plan schematic drawing consisting of the following elements:
    - Waterline layout: Existing and proposed horizontal layout
    - Sanitary sewer line layout: Existing and proposed horizontal layout
- D. Preliminary Design (60%)
1. Plans – The Consultant will respond to and address one (1) round of comments provided by the Client. The Consultant will prepare a 22"x34" Preliminary Design (60%) Plan Set consisting of the elements in the Conceptual Design Set and the following:
    - Abandonment layout.
    - Waterline plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale.
    - Sanitary sewer line plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale.

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- Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
- Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length, and construction method.
- Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
- Standard construction details.
- Preliminary water line details, including connection details.

### E. Final Design (90%)

1. Plans- The Consultant will respond to and address one (1) round of comments provided by the Client and prepare a 22"x34" Final Design (90%) Plan Set consisting of the elements in the Preliminary Design Set and the following:
  - Surface repair sheets and details as needed.

### F. Final Sealed Design (100%)

1. 22"x34" Final Sealed Design (100%) Plan Set

### **Task 8 – Illumination Design**

The Consultant will prepare plans, specifications, and construction contract documents for the construction of street lights on Belz Road per Client Standards. The illumination design will consist of the following design elements which will be part of the Task 5 deliverables:

### A. Conceptual Design (30%)

1. Photometric Analysis - The Consultant will provide a photometric analysis for the project limits based proposed infrastructure in accordance with Client Standards. The photometric analysis will consist of modeling fixtures to meet roadway illumination level requirements.
2. Plans - The Consultant will prepare a Conceptual (30%) plan schematic showing the pole placements and photometric modeling results.

### B. Preliminary (60%), Final (90%), and Final Sealed (100%)

1. Plans - The Consultant will respond to and address one (1) round of comments provided by the Client. The Consultant will prepare 22"x34" Preliminary Design (60%), Final (90%), and Final Sealed (100%) Plan Sets consisting of the elements in the Conceptual Design Set and the following:
  - Existing Conditions and Removals
  - Proposed Illumination Layout
  - Wiring Charts
  - Summary Sheets
  - Electrical Service Panel Schedules



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### Deliverables:

- Digital 22"x34" PDF Exhibits for Photometric Analysis with Conceptual (30%) deliverables.

### Task 9 – Property Acquisition Services

#### A. Right-of-Way and Easement Documentation

1. The Consultant will prepare a metes and bounds description and sketch showing the location and dimensions for proposed right-of-way or easements. Documentation language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to the Consultant. The Client will file the documents.
2. The Consultant will prepare up to twenty-five (25) right-of-way or temporary construction easement documents.

#### B. Property Acquisition Services

1. The Consultant's Real Estate Agent shall provide appraisals for proposed right-of-way or easements on up to twenty-five (25) parcels for the proposed improvements. Appraisals will be approved by the Client prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. Provide property negotiation services for up to twenty-five (25) parcels for the proposed improvements as follows:
  - a. The offer to purchase the properties will be based on the appraisals as indicated above. The Client will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. The Consultant's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required easements for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
  - b. The Consultant's Real Estate Agent will negotiate on behalf of the Client and utilize conveyance documents and other necessary forms as prescribed by the Client. The Consultant's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the easement or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the Client. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.

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- c. The initial offer made to the property owner will be based on the value authorized by the Client. All counter-offers by the property owner, along with the Consultant's Real Estate Agent recommendations will be presented to the Client for consideration. The Client must establish and recommend such counter offers before the Consultant's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the Client in the various stages of the negotiation.
  - d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, the Consultant's Real Estate Agent will forward to the Client a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the Client. This M/A sets forth the compensation and any other terms and conditions agreed upon. The Client will be responsible for obtaining the Client's ratification and for returning the ratified M/A to the Consultant's Real Estate Agent. The Consultant's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.
3. The Consultant's Real Estate Agent will coordinate contacts with the Client to deliver any payments to the Title Company prior to closing.
4. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the Client through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the Client and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the Client and the Title Company. The Consultant's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. The Consultant will coordinate the location and the effect of any utility easements. The Consultant will report the results of the Title Commitment to the Client, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the Client. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
5. The Consultant's Real Estate Agent will coordinate and attend all closings at the Title Company.
6. The Consultant's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
7. The Consultant's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the Client.

### **Task 10 – Bidding and Construction Phase Services**

- A. Bidding – Consultant will provide the following support for bidding of the project:
  1. Advertise contract documents on Civcast.com.
  2. Print and issue up to two sets of bidding documents for viewing at City Hall.
  3. Prepare Notice to Bidders. Client is responsible for submitting advertisement and any cost associated with advertisement.

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4. Issue addenda as required.
  5. Attend one (1) Pre-bid Meeting
  6. Attend one (1) Bid Opening
  7. Prepare bid tabulation and recommendation for award letter.
  8. Attend one (1) City Council Construction Contract Award Meeting
  9. Provide two (2) copies of conformed bid documents
- B. Construction Phase Services - Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is twenty-four (24) months for the basis of establishing the Consultant's Fee. If construction exceeds 20 months, additional services will be required. The construction phase services are as follows:
1. Pre-Construction Conference – the Consultant will conduct one (1) pre-construction conference prior to commencement of work at the site.
  2. Visits to Site and Construction Observation – the Consultant will provide on-site construction observation services during the construction phase. Consultant will make monthly site visits in order to observe the progress of the Work. Up to twenty-four (24) total site visits will be provided. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.  

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
  3. Recommendations with Respect to Defective Work – the Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
  4. Clarifications and Interpretations – the Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of

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the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

5. Change Orders – the Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples – the Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
7. Substitutes and "or-equal." – the Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
8. Inspections and Tests – the Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
9. Disagreements between Client and Contractor – the Consultant 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 pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond

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the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

11. Substantial Completion – the Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, 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. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
12. Final Notice of Acceptability of the Work – the Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant’s knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
13. Limitation of Responsibilities – the Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
14. Record Drawings – Prepare project “Record Drawings” based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client.

### **Assumptions:**

- It is assumed the construction phase will be for twenty-four (24) months. Additional Construction Phase Services will be considered Additional Services.

### **Deliverables:**

- Shop Drawing Reviews – as described above.
- Contractor’s Estimates – as described above.
- Digital 22”x34” PDF Record Drawings

### **Services/Deliverables provided by the Client:**

- Provide input on progress of work.
- Payment of the Contractor.

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### **Task 11 – Accessibility Review**

The Consultant will utilize a subconsultant that is a Registered Accessibility Specialist (RAS) to review the plans for conformance with the Texas Accessibility Standards (TAS). The Consultant will coordinate with the RAS for project registration with the Texas Department of Licensing and Regulation (TDLR), and project inspection upon completion of construction. The Consultant will make one (1) round of revisions to the plans based on comments received from the RAS. Inspection and registration fees for TDLR are included in this fee. One (1) site walk with the Consultant, the Client, and the RAS is included in this fee.

### **Additional Services if Required**

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates. Consultant will not perform any Additional Services without Client's prior approval. Additional services include, but are not limited to, the following:

- Additional meetings with the Client, public, parks board, and/or City Council.
- Additional renderings.
- Additional survey.
- Design iterations beyond what is included in the design.
- Design for the relocation of Bolivar Water Supply water lines.
- Additional photometrics or utility design not listed under the scope of services.
- Services related to warranty claims, enforcement and inspection after final completion.
- Redesign to reflect project scope changes requested by the Client, required to address changed conditions or change in direction previously approved by the Client, mandated by changing governmental laws, or necessitated by the Client's acceptance of substitutions proposed by the contractor.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- Additional drafts and response to comments beyond those described in the scope.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Providing additional presentations to City Council.
- Providing additional documentation required by the Client's legal representative during condemnation proceedings.
- Providing additional easement documents or acquisition services.

## Individual Project Order Number 2024 Belz Road Reconstruction

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- Attending additional public meetings during the project.
- Any services not listed in the Scope of Services.
- The design of off-site drainage improvements.

**Services provided by Client:** Client shall review and provide comments for proposed design so that Consultant can adhere to the project schedule.

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**Schedule:** Consultant will begin services upon receipt of Notice to Proceed.

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**Deliverables:** See items listed above under Scope of Services.

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### **Method of compensation:**

The services identified in the scope of services shall be provided on a lump sum and hourly basis. See below for Task budget breakdowns.

Total compensation for the Consultant completed under the terms of this Agreement shall be a total not-to-exceed **\$1,335,000** for all services including reimbursable expenses. The Client shall compensate the Consultant as follows:

### **Hourly Not to Exceed**

The Consultant will perform the Services in Tasks 1-4 and Tasks 9-11 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Task 1 – Project Management	\$66,300
Task 2 – Coordination	\$54,100
Task 3 – Engagement	\$23,300
Task 4 – Data Collection	
4.A – Data Collection and Analysis	\$16,600
4.B – Topographic Survey	\$36,900
4.C – Subsurface Utility Exploration (SUE)	\$49,200
4.D – Geotechnical Engineering	\$29,600
Task 9 – Property Acquisition Services	\$189,600
Task 10 – Bidding and Construction Phase Services	\$155,000
<u>Task 11 – Accessibility Review</u>	<u>\$5,400</u>
<b>Total Estimated Hourly Fee</b>	<b>\$670,500</b>

The Consultant will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. The Consultant reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates.

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**Lump Sum**

The Consultant will perform the services in Tasks 5-8 for the total lump sum fee below. Individual task amounts are informational only.

Task 5 – Roadway Design	\$366,300
Task 6 – Drainage Design	\$175,200
Task 7 – Utility Design	\$65,300
<u>Task 8 – Illumination Design</u>	<u>\$57,700</u>
<b>Total Estimated Lump Sum Fee</b>	<b>\$664,500</b>

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice.

**Other special terms of Individual Project Order:** None.

ACCEPTED:

CITY OF SANGER, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_  
John Noblitt

BY: \_\_\_\_\_

TITLE: City Manager

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_