

**Individual Project Order Number 2023: I-35 TxDOT Soundwall Enhancement Construction Plans
City of Sanger, Texas**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Sanger, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated February 9, 2022, which is incorporated herein by reference.

Identification of Project: 2023 I-35 TxDOT Sound Wall Enhancement Artwork Drawings for City of Sanger, Texas

Project Understanding: This project consists of providing professional landscape architecture services associated with the following project:

2023 I-35 TxDOT Sound Wall Enhancement Artwork Drawings for City of Sanger, Texas to include:

- Drawings and finish specifications for graphic enhancements to the future TxDOT sound wall along I-35 Corridor based on feedback from City Council regarding the Schematic Design Package presented at the July 17th, 2023 City Council Meeting.

Specific scope of basic Services:

Task 1 – TxDOT Soundwall Enhancement Artwork Drawings

Kimley-Horn will prepare an elevation drawing and finish specifications utilizing the preferred artwork previously developed by Kimley-Horn under a separate agreement and approved by the City for incorporating into the future TxDOT sound wall location. The drawing and specifications will depict the sound wall artwork dimensions, reveal details, finish texture, and colors approved by the City for approximately nine (9) 12' x 20' sound wall panels along the I-35 corridor. Kimley-Horn will submit 90% level drawings to the City for review. It is assumed the City will solicit comments from TXDOT and provide Kimley-Horn with one (1) round of consolidated comments from both the City and TXDOT. Kimley-Horn will respond to the comments, resubmit, and respond to one (1) additional round of consolidated comments then provide a final drawing and specifications to the City. It is assumed the City will provide the final drawings and specifications to TXDOT for incorporation in the sound wall construction plans being prepared by TXDOT and others. Included in this task is preparation of an opinion of probable construction cost for the sound wall artwork enhancements.

Task 2 – Meetings / Coordination (During Design)

Kimley-Horn can be available to attend design team meetings, Client meetings, and/or conference calls and any other project related meetings not listed in previous task items. This task includes up to fifteen (15) hours of meetings in addition to the quantity provided in the tasks above. Should additional meetings or coordination be required, this effort will be billed on an hourly basis at the then current hourly rate schedule.

Task 3 – Construction Phase Services

Kimley-Horn will provide limited construction phase services for the landscape architecture portion of the project, as directed by the Client. The scope of services listed below will be provided as part of the construction phase services. The budget value for this task includes up to twenty (20) hours of Kimley-Horn effort but will be billed on actual effort performed. Kimley-Horn will provide the following construction phase services:

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Request for Information (RFI): Kimley-Horn will respond to Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client within this fee. Any authorization of variations from the Contract Documents will be made by Client. Additional RFI requests will be considered additional services. Kimley-Horn will respond to up to five (5) requests for information.

Submittals and Shop Drawing Review: Kimley-Horn will review material submittals and material cut sheets Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Kimley-Horn will review to up to ten (10) requests for information.

Disagreements between Client and Contractor: Kimley-Horn will, if requested by Client, render written decision on 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, Kimley-Horn 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.

Limitation of Responsibilities: Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor. Kimley-Horn is not responsible for any duties assigned to the design professional in any construction contract that are not expressly provided for in this Agreement.

Site Visits: Kimley-Horn will visit the site to observe construction of improvements designed by Kimley-Horn. Visits will be periodic and observations will not be exhaustive or extend to every aspect of Contractor's work in progress. Kimley-Horn shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. Kimley-Horn 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 or permits. This task includes up to two (2) field visits and site observation by Kimley-Horn staff, one (1) pre-punch walk and one (1) final punch walk. If additional site visits are required beyond the quantity provided above, this effort will be billed on an hourly basis at the then current hourly rate schedule.

Additional Services:

Any services not specifically provided for in the above scope, as well as any changes in the scope, will be considered additional services. Additional services will be performed and compensated pursuant to an amendment to this IPO or pursuant to a separate IPO. Consultant will not perform any Additional Services without Client's prior approval. Examples of additional services without limitation include the following:

- Additional rounds of review or comments from the City and TxDOT other than those specified above.
- Sketch-Up solid form massing model
- Bidding Assistance
- Lighting Photometrics / Circuitry
- 3D Fly Through Videos

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- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Providing additional presentations to City Council or coordinating and addressing public input.

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

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

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- | | |
|--------------------------------|----------|
| - 90% Submittal | Date TBD |
| o 2 week City and TxDOT review | |
| - Resubmittal | Date TBD |
| o 2 week City and TxDOT review | |
| - Final Submittal | Date TBD |

Method of compensation: Kimley-Horn will perform the services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. Effort or expenses will not be expended or incurred that exceed the individual task budgets provided without Client's prior authorization. .

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 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.

Task 1 – TxDOT Sound Wall Enhancement Artwork Drawings	\$21,500
Task 2 – Meetings / Coordination (During Design)	\$ 4,500
<u>Task 3 – Construction Phase Services</u>	<u>\$ 6,000</u>
 Total Estimated Fee	 \$30,500

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All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly 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 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None.

ACCEPTED:

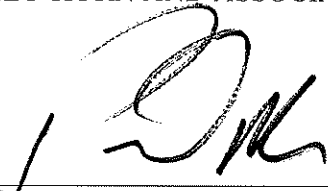
CITY OF SANGER, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
John Noblitt

TITLE: City Manager

DATE: _____

BY:  _____
Paul McCracken

TITLE: Sr. Vice President

DATE: 8-11-2023