

INDIVIDUAL PROJECT ORDER (IPO) #20

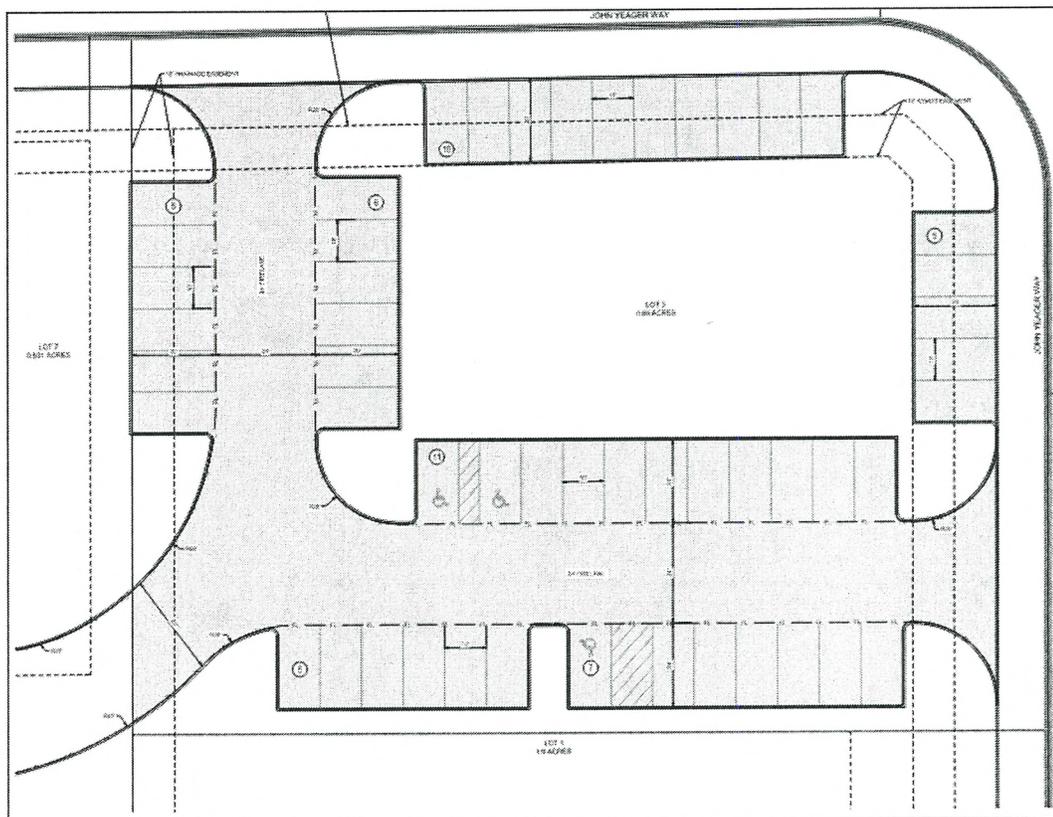
LOT 3 PARKING LOT FM 544 GATEWAY ADDITION

DATE PREPARED: February 6, 2026

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the Wylie Economic Development Corporation (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 4, 2022, which is incorporated herein by reference.

Identification of Project:

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "KH" or "the Consultant") is pleased to submit this professional services agreement to the Wylie Economic Development Corporation ("WEDC" or "the Client") for providing professional civil engineering services to provide civil construction plans for additional parking located on Lot 3 of the FM 544 Gateway Addition in Wylie, Texas. See screenshot below for identification of the approximate project limits.





The WEDC would like to provide a parking lot and street parking on Lot 3 and along John Yeager Way located within the FM 544 Gateway Addition.

Drainage improvements will be required to convey the stormwater to proposed collection points that will connect to an existing storm system. Detention will not be required due to regional detention provided on Lot 4 of the FM 544 Gateway Addition.

Topographic survey data and an offsite easement will be required as a part of this project.

No water or sanitary sewer improvements are proposed.

A geotechnical report will not be obtained as a part of this project. Pavement sections used will be per City of Wylie standards.

Landscape, lighting, and irrigation design is not included in this scope of work. All disturbed area will be noted to be revegetated.

Scope of Services:

LS = Lump Sum Fee Type

HR = Projected Hourly Fee Type

Task 1 – Topographic Survey \$1,500 LS

Kimley-Horn will perform, through a sub-consultant, topographic survey for the project. This task will include field locating above ground visible features and improvements such as: property corners, pavement, natural ground (based on a 50-foot nominal grid), inlets, manholes, flow lines, fire hydrants, water valves, utility markers, and utility poles.

The survey prepared under this task will be for engineering design only, no deliverable is to be provided with this task.

Task 2 – Easement Document Preparation \$500 EA

Kimley-Horn, through a subconsultant, will prepare easement dedication documents by separate instrument, as required for the proposed offsite improvements. The City will provide standard front-end language to be used with each easement document. Coordination for the execution of these documents is not included in this scope of work. One offsite easement document is anticipated (offsite improvements for Lot 7) to be required and budgeted for in this agreement.

Task 3 – Construction Plans

\$15,000 LS

Kimley-Horn will prepare civil engineering plans for the project consisting of the following sheets:

- A. Cover Sheet
- B. General Notes
- C. Paving & Dimension Control Plan
- D. Grading Plan
- E. Storm Sewer Plan
- F. Erosion Control Plan
- G. Detail Sheets

Kimley-Horn will prepare one opinion of probable construction cost for on-site civil improvements with this task. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Task 4 – Bidding Phase Services

\$10,000 LS

Kimley-Horn will provide bidding phase services for this project. The budgeted fees are based upon approximately 33 hours of effort. Any additional effort authorized by the Client beyond the specified amount will be billed according to the current Kimley-Horn rates. Kimley-Horn will provide the following professional services under this task as required:

- Prepare the Contract and Specification manual.
- Prepare the Advertisement for Bidders.
- Upload all plans and contract documents to Civcast (or similar website) for access to potential bidders. Contract documents shall be uploaded as PDF files.
- Attend the pre-bid meeting.
- Provide clarifications related to documents during the solicitation period as requested by the Client and review responses with Client as needed.
- Issue Client approved addenda of Construction Plans and Technical Specifications after the pre-bid meeting to clarify design intent, if required.
- Attend the bid-opening meeting and issue one set of Conformance Documents for construction.
- Prepare the bid tabulation.
- Review and evaluate the qualifications of the apparent successful bidder.
- Prepare a written summary of the tabulation and evaluation for award recommendation.

Task 5 – Construction Phase Services

\$15,000 HR

Kimley-Horn will provide limited construction phase services for the project as directed by the Wylie EDC. The scope of services listed below will be provided as part of the construction phase services.

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

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.

Change Orders: Kimley-Horn may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Substitutes and "or-equal": 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.

Disagreements between City and Contractor: Kimley-Horn will, if requested by City, render written decision on claims of City 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 City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to City, based on such observations and review, that, to the best of Kimley-Horn'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.

By recommending any payment, Kimley-Horn 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 the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn 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 City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.



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.

Construction Meetings: Kimley-Horn will prepare for and attend meetings, conference calls, site visits, and/or coordination efforts as requested by the City and General Contractor during the construction phase of the project, to the amount budgeted for in this Agreement. This task includes presentations and coordination meetings, as well as meetings on and offsite with City staff and critical stakeholders during the Construction phase. Construction meetings will be scheduled and managed by the general contractor.

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. Kimley-Horn will produce Field Reports of observations for distribution to City for project record.

Record Drawings: The Contractor will provide redlined set of the site civil drawings to KH showing all changes made to the approved design during construction. KH will review the redlined drawings provided and will prepare Record Drawings. The Record Drawings will show only those changes exported by the Contractor to KH and considered to be significant, and will contain a note to this effect. Record Drawings are not "As Built" drawings and no independent verification will be done by KH. KH will submit the Record Drawings to the local jurisdiction and provide the files to the Client in PDF format.

The extent of the effort required for this task is unknown and fees for this task will be billed hourly. The budget for this task includes up to 50 hours of Kimley-Horn effort. Additional meetings or effort beyond this amount will be considered additional service.

Task 6 – Meetings & Project Coordination **\$10,000 HR**

KH will prepare for and attend meetings with the WEDC staff and provide general project coordination.

We have budgeted up to 33 hours of effort for this task.

Additional Services: Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the WEDC.

Schedule: Project to begin upon receipt of signed IPO #20. We will provide our services as expeditiously as practicable.



Terms of compensation: Kimley-Horn will perform the tasks identified in the Scope of Services for the fee type shown as follows:

LS = Lump Sum Fee Type
HR = Projected Hourly Fee Type

Task 1 – Topographic Survey	\$1,500 LS
Task 2 – Easement Document Preparation	\$500 EA
Task 3 – Construction Plans	\$15,000 LS
Task 4 – Bidding Phase Services	\$10,000 LS
Task 5 – Construction Phase Services	\$15,000 HR
Task 6 – Meetings & Project Coordination	\$10,000 HR
Projected Total	\$52,000

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Invoices will be submitted with Lump Sum Tasks shown as a percentage of work completed and project Hourly Tasks shown as effort expended.

ACCEPTED:

WYLIE ECONOMIC DEVELOPMENT
CORPORATION

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Ata Wilks

TITLE: _____

TITLE: ASSOCIATE

DATE: _____

DATE: 2/5/26