

INDIVIDUAL PROJECT ORDER NUMBER 2021 SAGINAW BLVD BEAUTIFICATION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client or City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project:

Project Name: Saginaw Boulevard Beautification Project (Green Ribbon Funding) Phase III
KH Project Manager: Laura Presley

Specific scope of basic Services:

This project consists of construction documents and construction phase services for the landscape design along portions of the east side of Saginaw Boulevard within the parkway right-of-way (ROW) and irrigation for landscape as shown on the attached "Exhibit A." The Consultant understands the project construction cost will be federally funded and will be programmed by TxDOT. The Client understands the project will follow the TxDOT Design Review Process and follow Local Government Project Procedures.

Task 1 – Project Meetings and Design Coordination

The Consultant will provide the following professional services under this task:

1. Kick-Off Meeting – The Consultant will facilitate one (1) kick-off meeting with City Staff and TxDOT to review schedule, design guidelines and requirements, and general design criteria and preferences for the landscape and irrigation within the parkway.
2. Meetings – Prepare for and attend City plan review meetings (60%, 90%).
3. Coordination –
 - a. TxDOT coordination consisting of correspondence with TxDOT District, submittals (60%, 90%, and Final), and TxDOT review response letters.
 - b. Project communication, correspondence, and coordination with City. The Consultant will provide 1 hour a week for the duration of the project, not to exceed 25 hours, for project communication (emails, phone calls, meetings, project updates/clarifications).
 - c. Prepare monthly invoices and invoice summary per TxDOT standards.
 - d. Prepare project schedule and update throughout design for TxDOT and the City.

Services/Deliverables provided by the Client:

- a. Attend kickoff meeting.
- b. Attend meetings for reviewing plans.
- c. Coordination and correspondence with TxDOT and the City.

Task 2 - Survey

The Consultant will prepare a topographic survey for the subject parkway areas, as indicated on the attached "Exhibit A" for the purpose of preparing landscape plans. The Consultant will survey existing limits of pavement for the parkway and median, along Saginaw Boulevard, and will consist of guardrails, fencing, traffic poles, signs, and other observed above ground physical features.

The Consultant will prepare an electronic map showing existing contour lines at 1' intervals based on a nominal 50' grid system, along with major grade breaks.

Visible evidence of utilities, including water valves, storm inlets, sewer cleanouts, electrical lines, telephone lines and gas lines will be located. This task does not include subsurface utility locations.

The Consultant will set on-site temporary bench marks in close proximity to the limits of work, as indicated on the attached "Exhibit A."

Task 3 – Construction Documents

The Consultant will prepare the landscape construction plans, in general accordance with the approved Saginaw Boulevard Beautification Schematic Design concept prepared in May 2022 – see attached "Exhibit A". The construction plans will provide locations of landscape improvements, planting details, irrigation plans and details, and specifications. This task consists of plan sets and submittals as follows:

1. 60% Plans, Specifications, and Estimate (PS&E) submittal consisting of:
 - Landscape Plans and Details showing new plant material locations as they relate to the parkway. Included in these sheets will be a planting schedule specifying recommended plant species and details illustrating recommended installation methods and requirements.
 - Irrigation Plans and Details for the proposed landscape improvements as necessary showing head layout, pipe sizing and Controller/Valve locations and standard details. These plans will show sufficient detail for construction and will be prepared to conform to published City and TxDOT requirements.
 - Compile applicable City standard details and TxDOT standard details necessary for design. Modify standard details as needed.
 - Revise project schedule/timeline based on TxDOT review schedule.
 - Develop construction cost projections / estimate.
 - Submit one (1) digital 11" x 17" to the City for review and comment.
 - Address City Comments and re-submit one digital 11" x 17" to the TxDOT District Office for review and comment.
 - Conduct 60% PS&E comment review meeting with TxDOT district Office to solicit review comments and discuss the approach to addressing comments.
 - Address 60% PS&E comments and prepare TxDOT Response Letter.

The 60% submittal (11"x 17" plan sheets) consisting of:

- TxDOT Standard Cover/Index
- Project Control
- Quantity Summary Sheets
- Project Layout
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Detail Sheets
- OPCC
- General Notes

2. 90% PS&E Submittal

- Submit one (1) digital 11" x 17" to the City for review and comment.
- Address City comments, prepare comment response letter and re-submit one (1) digital 11" x 17" to the TxDOT District Office review and comment.
- Conduct 90% PS&E comment review meeting with TxDOT District Office to solicit review comments and discuss the approach to addressing comments.
- Address TxDOT Area Office comments and resubmit one (1) 11" x 17" for review and comment.

The 90% submittal (11"x 17" plan sheets) consisting of:

- TxDOT Standard Cover/Index
- Project Control
- Quantity Summary Sheets
- Project Layout
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Detail Sheets
- Opinion of probable construction cost / Estimate
- General Notes

3. 100% PS&E Submittal

- Incorporate the final design submittal review comments and prepare comment response letter.
- Prepare final project manual, consisting of:
 - City of Saginaw standard construction contract forms
 - Notice to bidders
 - Special instructions to bidders
 - Bid form
 - Standard construction contract
 - Performance Bond
 - Payment Bond
 - Certificate of insurance
 - General conditions
 - Special provisions
 - Technical specifications
 - LGPP required forms
- Submit one (1) digital set of plans and specifications to the City.
- Submit one (1) digital set of plans and specifications to TxDOT.
- Submit final OPCC. Because the Consultant 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. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

Subsequent modifications resulting from material site plan changes directed by the City or their representatives will be billed to the City as additional services.

Services/Deliverables provided by the Client:

- a. Attend review meetings.

- b. Review and comment on the 30%, 60%, and 90% submittal.
- c. Approve 100% submittal.

Task 4 – ISA Report

This effort consists of preparation and submittal of the published TxDOT ISA Report Form, June 2016 (510.01.DS). As part of this effort, Consultant will review historic aerial images and mapping, and the results of a regulatory records review (database search). The Consultant will submit a Preliminary Scoping Form to the TxDOT Fort Worth District, in an effort to determine the environmental submittal requirements for the project. One project site visit will be conducted to make observations and take photographs of the existing observable conditions related to the environmental concerns outlined in the ISA Report. Interviews with local residents, TxDOT staff, or City personnel are not included in this task.

This task includes up to 30 hours of the Consultant effort. Any additional effort, or additional TxDOT requirements, including responding to comments or requests for additional information will be considered an Additional Service.

Task 5 – Bidding

Consultant will provide the following professional services under this task:

1. Correspondence with TxDOT – Consultant will coordinate with TxDOT during the bid process. Consultant will issue addenda as required.
2. Addenda – Consultant will answer bidder questions during the bid process. Consultant will issue addenda as required.

Task 6 – Construction Contract Administration

Consultant will provide construction phase services to the Client during construction of this project. The estimated construction period of the project is seven (7) months for the basis of establishing the Consultant's fee. This task assumes a maximum effort of 15 hours. If additional effort is required, the Consultant will notify the Client and bill to the Client on an hourly basis. The construction phase services are as follows:

- Pre-Construction Conference – The Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- Visits to Site and Construction Observation – The Consultant will provide two (2) on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work on an hourly basis. 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

Consultant 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.

- 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.
- Clarifications and Interpretations – The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of 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. This task anticipates response to three (3) requests for information.
- 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. This task anticipates response to one (1) change order.
- 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. This task anticipates response to three (3) Shop Drawings and Samples.
- 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.
- 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.
- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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. Consultant will provide the following deliverables:
 - One (1) set of reproducible (22" x 34") Record Drawings.
 - One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

- a. Shop Drawing reviews
- b. Contractor's Estimates
- c. Record Drawings

Services/Deliverables provided by the Client:

- a. Provide Client's staff input on progress of work.
- b. Payment of the Contractor.

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 include, but are not limited to, the following:

- Professional services related to easement acquisition
- Separate instrument easement exhibits

- Franchise utility coordination and/or design beyond those specifically included in the Scope of Services referenced above.
- Subsurface Utility Engineering (SUE)
- Preparation of title policies and assisting in condemnation services during property acquisition.
- Attendance at Public Meetings beyond those specifically included in the Scope of Services referenced above.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Providing resident project representation services (RPR), on-site inspection, during the construction phase of the project.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- 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.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services.

Schedule:

Consultant will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Deliverables:

- Survey
- Construction Documents
- ISA Report
- Construction Contract Documents

Terms of compensation:

<u>Task Name</u>	<u>Budget Amount</u>	<u>Fee Type</u>
Task 1 – Project Meetings and Design Coordination	\$ 10,000	(Lump Sum)
Task 2 – Survey	\$ 5,000	(Lump Sum)
Task 3 – Construction Documents	\$ 30,000	(Lump Sum)
Task 4 – ISA Report	\$ 6,000	(Lump Sum)
Task 5 – Bidding	\$ 5,000	(Lump Sum)
Task 6 – Construction Contract Administration	\$ 4,000	(Hourly)
Total Fee	\$60,000	(Estimated)

Consultant will perform the services in Tasks 1 through 5 for the total lump sum fee of \$56,000. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Consultant will perform the Services in Task 6 and additional services on a labor fee plus expense basis. Consultant recommends the Client budget \$4,000 for this task based on the estimated construction period.

Lump Sum tasks will be invoiced based on the percent completion of the tasks. Hourly tasks will be invoiced according to the hourly rate schedule in effect at the time services are provided. Actual invoiced amounts for hourly tasks will be based on effort expended.

As to these tasks, 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 as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request the Consultant to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

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

Other special terms of Individual Project Order: None

Kimley-Horn and Associates, Inc.
Hourly Labor Rate Schedule

<i>Classification</i>	<i>Rate</i>
Analyst	\$150 - \$230
Professional	\$200 - \$275
Senior Professional I	\$240 - \$330
Senior Professional II	\$295 - \$350
Senior Technical Support	\$150 - \$260
Support Staff	\$105 - \$135
Technical Support	\$95 - \$140

Effective through December 31, 2022

Subject to annual adjustment thereafter

ACCEPTED:

CITY OF SAGINAW

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

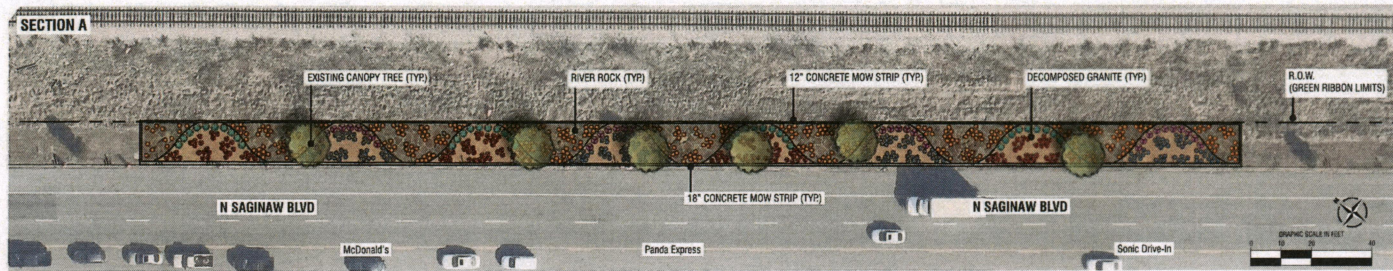
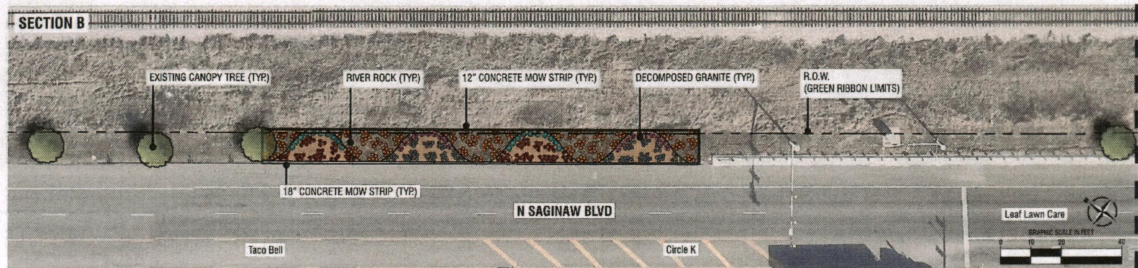
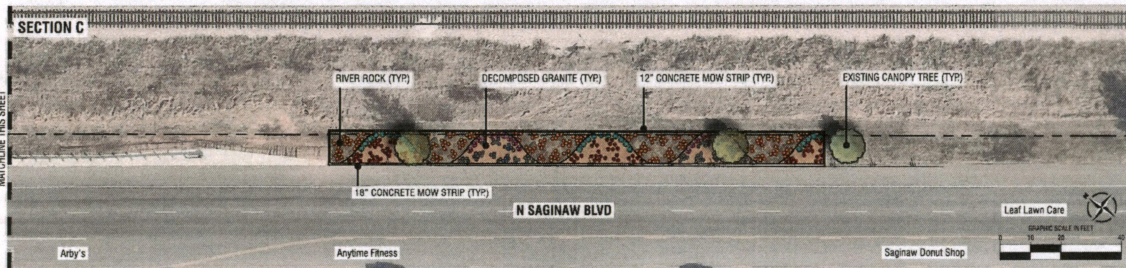
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PRINTED NAME: _____

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TITLE: _____



Legend

- River Rock
- Decomposed Granite
- Mexican Feather Grass
- Dwarf Muhly
- Lemon-Lime Nandina
- Color Guard Yucca
- Kaleidoscope Abelia

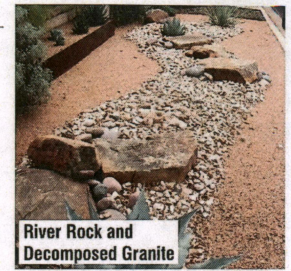
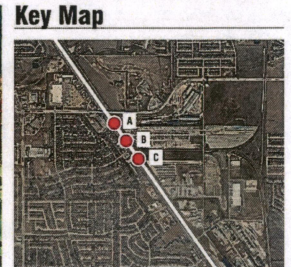


EXHIBIT A

SAGINAW GREEN RIBBON CONCEPT - PHASE III

N Saginaw Blvd

CONCEPT PLAN

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Kimley»Horn
APRIL 2022