



February 23, 2020

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: *Bailey Boswell Bridge Construction Phase Services*

Dear Rick:

Please find attached the Individual Project Order (IPO) No. Bailey Boswell Bridge Construction Phase Services (reference the master agreement dated April 17, 2012).

Please contact me at (214) 420-5640 or brad.rusk@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TBPE No. F-928

A handwritten signature in blue ink, appearing to read "Brad Rusk".

Brad Rusk, CPC, CCCA, QPswppp
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – BAILEY BOSWELL BRIDGE
CONSTRUCTION PHASE SERVICES

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: Bailey Boswell Road Overpass – Construction Phase Services

Project Understanding:

The basis for this project is construction of the Bailey Boswell Road Overpass. This scope of services will provide construction contract administration and onsite project observation. The anticipated construction contract duration is 650 Calendar Days.

Scope of Services:

Task 1 Construction Contract Administration

This task includes the Consultant performing Construction Contract Administration for this project. This task may include the following subtasks. The budget for this task is based upon 2,100 hours of effort and a 650 Calendar Day construction contract duration. A portion of the hours for the tasks are expected to be completed during night work or weekend work.

Exceeding the 2,100 hours budgeted will be considered Additional Services.

- Pre-Construction Conference – The Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- Progress Meetings – The Consultant will coordinate and document construction progress meetings every two weeks with the City and the Contractor to review the status of the construction schedule, current submittal log, current RFI log, any ongoing project issues, and any current project impacts related to time and/or cost.
- Project Coordination – The Consultant will perform coordination with inspection personnel, materials testing personnel, City staff and the Contractor on an as-needed basis regarding the scheduling of key construction activities, project documentation, and known project issues. The purpose of this coordination will be to facilitate communication and resolution of outstanding items to promote progress of the project during construction. This activity will promote proper coordination with Railroad and TxDOT personnel. This activity will include project status reports to be submitted on a regular basis.
- Visits to Site and Observation. Consultant will be on site regularly to observe the progress of the Work. 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

- **Contractor Schedule Review** – The Consultant will perform a review of contractor's construction schedule. An initial schedule will be reviewed for schedule health and for consistency with project phasing and contract time limits. Comments will be provided to the Contractor and the City. This activity includes a comment resolution meeting to assist in the acceptance of a baseline schedule for the project.
- **Shop Drawings and Samples** – The Consultant will coordinate submittal, shop drawing and RFI review to track that appropriate parties receive the submitted information from the Contractor, reviewers respond in the required time, any questions are addressed, and all submitted items are documented.
- **Change Orders** – The Consultant will coordinate change order review to arrange for the appropriate parties to receive the submitted information from the Contractor, reviewers to respond in the required time, any questions are addressed, and all submitted items are properly documented.
- **Contractor Requests Related to Time and/or Cost** – The Consultant will review Contractor requests for additional contract time and/or cost. The Consultant will review contractor documentation of project impacts to evaluate compliance with construction contract requirements, justification of proposed time and/or cost impacts, and the general reasonableness of requests.
- **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, coordinate a substantial completion walkthrough. This activity will include the documentation of substantial completion observations and deficiencies.
- Final Notice of Acceptability of the Work – The Consultant will coordinate 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.
- 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.

Task 2 Onsite Project Observation

This task includes the Consultant performing Onsite Project Observation beyond what is described in Task 1. Onsite observation for key construction activities may include, but will not necessarily be limited to, MSE wall construction, drill shaft construction, column and abutment construction, temporary bent installation, bridge beam installation, bridge deck construction, and deck railing construction.

This task may include the following subtasks. The budget for this task is based upon 2,400 hours (110 hours per month) of effort per a 650 Calendar Day construction contract duration. A portion of the hours for the tasks are expected to be completed during night work and weekend work.

- Visits to Site and Construction Observation – The Consultant will provide periodic on-site construction observation services during the construction phase. 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. Periodic onsite observation for key construction activities may include, but will not necessarily be limited to, MSE wall construction, drill shaft construction, column and abutment construction, temporary bent installation, bridge beam installation, bridge deck construction, and deck railing construction.
- The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Individual Project Order 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.
 - The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Individual Project Order. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

Task 3 Design Modifications and Bid Phase Services

A. Design Modifications

Comments were received from Union Pacific Railroad in October 2019 which required revisions to the bridge plans. Some of the comments are not documented in their Grade Separation Railroad Guidelines, however are a requirement that needed to be made to obtain approval. In addition to UPRR comments, the illumination plans were updated to meet TxDOT Standards vs. Oncor Standards. The following design modifications are required:

- Updated all plan sheets with new seal and dates
- Final Quality Control Review and sheet revisions
- Bridge plans column design was updated per UPRR comments.
- Splice and K-frame location was revised over UPRR tracks per comments
- Illumination Plans and wiring design were revised to meet TxDOT standards

B. Bid Phase Services for Re-Bid

The project was issued for bid in February 2019 and cancelled. The Consultant will perform the following tasks:

- Bid Document Preparation and Contractor Notification. Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Consultant will tabulate the bids received and evaluate compliance of bids with the bidding documents. Consultant will prepare a written summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.
- Prepare for and conduct a pre-bid meeting with prospective bidders.
- Respond to Requests for Information (RFI's).
- Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.

Services Not Included

Any other services, including but not limited to the following, are not included in this Individual Project Order:

- Professional Services Related to Easement Acquisition
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above.
- Subsurface Utility Engineering (SUE)
- Construction staking or other survey services.
- Construction permitting.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services above.
- Additional site observation beyond what is specifically included in the Scope of Services above.
- Establishing 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.
- 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 above.

Schedule

Consultant will begin services upon the initiation of pre-construction activities and receipt of Notice to Proceed.

Fee and Expenses

Consultant will perform the services in Tasks 1 and 2 on a labor fee plus expense basis with the maximum labor fee shown below.

<u>Task Name</u>	<u>Budget Amount</u>
Task 1 – Construction Contract Administration	\$ 375,000.00
Task 2 – Onsite Project Observation	\$ 425,000.00
Subtotal	\$ 800,000.00

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. 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.

The Consultant will perform the services in Tasks 3 for the total lump sum fee of \$60,000.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

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 and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF SAGINAW, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Gabe Reaume
City Manager

BY:  _____
Scott R. Arnold
Vice President

DATE: _____

DATE: February 23, 2020