INDIVIDUAL PROJECT ORDER NUMBER – North Old Decatur Road

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client) 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: North Old Decatur Road

Project Understanding:

Kimley-Horn understands that this work will include the preparation of construction documents for roadway, drainage, minor water and sanitary sewer adjustments, illumination, pavement markings and signage, traffic control plans, specifications, as well as project management and coordination tasks for approximately 1,500 linear feet of 3-lane undivided concrete section along Old Decatur Road from Bailey Boswell Road to the Saginaw City Limits.

Scope of Basic Services:

Task 1 – Survey, Geotechnical, and Preliminary Design

A. Survey (Lump Sum)

The Consultant will provide a topographic survey the width of the right-of-way along Old Decatur Road from Bailey Boswell Road north to the Saginaw city limits line (approximately 1,500 linear feet). Subtasks included in the scope are as follows:

- Gather existing plat information.
- Collect property owner and record information.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified.
- Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
- Establish horizontal control points.
- Establish a vertical control benchmark circuit, as needed, throughout the project.
- Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- Perform a survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
    - Property corner monumentation
    - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
    - Driveways
    - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
    - Outfalls and erosion control
    - Existing driveway culverts and swales
    - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
    - Signs (excluding temporary signs)
    - Parking lots

- Retaining walls
- Trees and Landscaping
- Fence limits and material types (excluding temporary fences)
- Other applicable physical features that could impact design

- Obtain cross-sections throughout the project limits at 50-foot intervals and at grade breaks.
- Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

B. Geotechnical (provided by subconsultant) (Lump Sum)

1. Subsurface Exploration
   a. Roadway – Along the roadway alignment, drill and extrude three (3) sample borings to depths of 10' below existing grade using truck-mounted equipment.
      - Check samples for consistency with a hand penetrometer
      - Stake the boring locations using normal taping procedures
      - Backfill bore holes and plug at the surface
      - Rock, if encountered, will be evaluated for hardness by TxDOT cone penetration field testing
   b. Drainage – At each existing drainage structure crossing, drill and extrude one (1) sample boring to depths of 10' to 15' below existing grade using truck-mounted equipment.
      - Check samples for consistency with a hand penetrometer
      - Stake the boring locations using normal taping procedures
      - Backfill bore holes and plug at the surface
2. Laboratory Services
   a. Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory tests will be required for classification purposes and to determine strength characteristics:
      - Moisture content and soil identification
      - Liquid and plastic limit determinations
      - Unconfined compression tests to evaluate soil strengths
      - Swell test to determine swell potential and subgrade treatment requirements, including subgrade modifications (if required)
      - Unit weight determinations
      - Eades and Grim lime series tests to determine percent lime required for subgrade stabilization
      - Soluble sulfate tests (to determine lime-induced heaving potential)
3. Engineering Analysis
   a. Prepare an engineering report presenting the following:
      - Sample boring location map
      - General soil and ground-water conditions
      - Examine samples for visible evidence of sulfates and discuss in the reports
      - Recommendations for appropriate subgrade treatment, stabilization type and concentration
      - Recommendations for subgrade modification (if required)
      - Recommended pavement section based on traffic data
   b. Submit one (1) copy of the report to the City.

C. Right-of-Way/Easement Instruments of Conveyance (Lump Sum)

1. Prepare easement instruments (field notes and graphic exhibits of easements required for drainage, City utilities, visibility, temporary construction, etc.).

a. Up to two (2) parcels

2. Individual parcel exhibits will be on 8 ½”x11” paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
   a. Parcel number
   b. Area required
   c. Area remaining (for right-of-way parcels only)
   d. Legal description
   e. Current apparent owner
   f. Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
   g. All physical features
   h. Metes and bounds description of parcel to be acquired. The description will be provided on a separate sheet from the exhibit. Each type of easement will be described separately.
3. Upon written notification by the City of acceptance of the proposed right-of-way exhibits and instruments, and as directed by the City, Surveyor shall set all corners and points of curvature for the proposed right-of-way and submit final exhibits, including location of the control points and their NAD-83 reference.

D. Preliminary Design (Lump Sum)

1. Project Management
   a. Develop project communication plan
      - Develop project contact list
      - Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to:
        - Three (3) meetings with the City regarding project status and coordination issues. The first meeting being the project kick-off meeting.
        - Up to Three (3) meetings with other project stakeholders, including Business Owners, Tarrant County, EMSISD, City of Fort Worth and adjacent potential developments.
      - Coordinate with subconsultants (geotechnical)
   b. Develop project production plan
      - Document design criteria chart
      - Develop project schedule and interim milestones (coordinate with City staff at the project kick-off meeting)
   c. Project Administration
      - Prepare project correspondence and invoicing documents.
2. Data Collection
   a. Record Drawings for existing roadway and utilities (City of Fort Worth and City of Saginaw)
   b. Aerial and Contours from North Central Texas Council of Government
3. Project site visits (up to two (2) trips) during preliminary design.
4. Roadway
   a. Prepare preliminary roadway horizontal and vertical alignment for Old Decatur Road. Old Decatur Road will be designed as a 3-lane undivided arterial.
   b. Prepare typical sections:
      - Existing typical section for Old Decatur Road
      - Proposed typical section for Old Decatur Road
   c. Prepare preliminary plan and profile (roll plot format, 1”=40’ scale). Items to be included:
      - Plan:
        - Control data

        - Existing right-of-way
        - Existing topography
        - Existing pavement
        - Proposed centerline alignment and horizontal curve data
        - Proposed face of curb
        - Proposed sidewalk and barrier-free ramps
        - Proposed transition pavement tie-ins to existing pavement
        - Proposed storm sewer and culvert alignments and sizes
        - Existing trees to remain (if possible)
        - Existing trees to be removed
        - Existing driveway locations
        - Proposed commercial driveways
        - Existing storm drain locations
        - Existing water line locations
        - Existing sanitary sewer line locations
        - Existing franchise utility locations (relying upon information provided by franchise utilities)
    - Profile:
        - Existing Ground Profile and Proposed Vertical Alignment

5. Drainage
    a. Compile the hydrological and hydraulic data.
    b. Develop the project drainage area map:
        - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
        - Subdivide the overall drainage areas into sub-areas and calculate the discharge at each drainage structure. Preliminarily size each culvert crossing. Analyze capacities and adjust locations and sub-areas as needed to meet City design criteria.
        - Analyze upstream existing drainage systems and detention impacts.
    c. Analyze drainage improvements required to accommodate the new roadway and design preliminary layout and sizing of storm sewer system.
    d. Coordinate preliminary storm sewer design with adjacent downstream developments.
    e. Identify the need for additional drainage easements to accommodate proposed offsite drainage improvements (if required).

7. Utilities
    a. Establish the location of existing public utilities based upon information provided by the City of Saginaw and City of Fort Worth and field survey information.
    b. Identify public utility conflicts with proposed improvements and necessary relocations.
    c. Identify minor City utility adjustments such as valve adjustments, meter relocations, fire hydrant locations, installation of valves, and relocation of lines at proposed storm drain crossings.

8. Traffic Control
    a. Sequence narrative and conceptual plan identifying:
        - Travel lanes and construction areas for each phase of construction
        - Temporary signal locations (if necessary)
        - Narrative of the suggested sequence of construction
        - Storm sewer and City utility construction phasing
        - Vehicle detour routing during construction

9. Compile and prepare a preliminary opinion of probable construction cost (OPCC) using recent average unit bid prices which are representative of similar types of construction in the local area. 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 herein are based on the information known to Consultant at this time 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.
10. Preliminary design submittal (Roll Plot at scale of 1”=40’ horizontal and 1”= 8’ vertical).
    a. Submit two (2) copies to the City for review and comment.
    b. Submittal shall include the following:
        - Preliminary roadway alignment (plan and profile)
        - Preliminary storm sewer design (plan only, no profile) and drainage area map
        - Preliminary traffic control plan narratives
        - Preliminary opinion of probable construction cost
11. Franchise Utility Coordination
    a. Identify franchise utility contacts.
    b. Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.

<u>Task 2 – Final Design</u>

Final Design (Lump Sum)

1. Project Management
   a. Project Communication
      - Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to:
        - Two (2) project meetings with the City
        - One (1) City Council meeting
      - Up to Four (4) meetings with other project stakeholders, including EMSISD, business owners, Tarrant County and City of Fort Worth staff.
      - Prepare and e-mail monthly progress reports to the project team (City and Kimley-Horn Staff).
   b. Project Administration
      - Prepare project correspondence and invoicing documents.
2. Project site visits (up to two (2) trips) during final design.
3. Roadway
   a. Incorporate the preliminary design submittal review comments.
   b. Prepare plan / profile sheets (22”x34” plan sheets at a scale of 1”=20’ horizontal, and 1”=4’ vertical). The final bid documents will be 11”x17” plan sheets at a scale of 1”=40’ horizontal, and 1”=8’ vertical.
   c. Develop design cross-sections:
      - Develop on 50’ station intervals and at driveway and cross street centerlines.
      - Show pavement, right-of-way limits, side slopes, pavement cross slopes, curbs, retaining walls (if required) and sidewalks.
      - Cross-sections will be provided in the bid documents.
   d. Prepare roadway details to clarify intent of design.
   e. Compile applicable City standard details. Modify standard details as needed.
4. Drainage
   a. Incorporate the preliminary design submittal review comments.
   b. Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans.
   c. Coordinate final design plans with adjacent developments, as necessary.
   d. Prepare storm sewer plan / profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings, and the hydraulic grade lines.
   e. Prepare profiles for the proposed storm drain laterals.
   f. Size culvert crossings and prepare hydraulic data sheets for inclusion in the plans.
   g. Prepare culvert layout sheets for each major crossing in accordance with standard details and the hydraulic computations previously developed.
   h. Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as needed.
   i. Create details for connections to existing systems (where applicable).
   j. Prepare erosion control plan.
5. Utilities
   a. Wastewater
      - Sanitary Sewer Manhole adjustments

b. Water
    - Minor adjustments to existing water valve boxes, meters, fire hydrants, etc. will be specified in the plans.
    - Minor adjustments to existing air release valve manholes and blow-off valves for the City of Fort Worth 48" Water Transmission Main
    - Water line lowering/relocations to avoid proposed storm drain will be specified in the plans. Up to two (2) of these have been included.
c. Prepare utility details to clarify intent of design.
d. Compile applicable City standard details. Modify standard details as needed.

6. Traffic
    a. Traffic Control Plans
        - Develop construction sequence plan showing:
            - Travel lanes and construction area for each phase of construction
            - Temporary signing and striping, barricades, and other channelization devices
            - Narrative of the sequence of work
            - Storm sewer construction phasing
        - Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area.
        - Develop typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.
        - Prepare temporary signal plans for the existing signal at Bailey Boswell Road and Old Decatur Road.
        - Prepare traffic control details to clarify intent of design.
        - Compile applicable TxDOT standard details.
    b. Pavement Markers and Marking Plans
        - Prepare pavement markers and marking layouts in accordance with City and TxDOT design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
        - Prepare details to clarify intent of design.
        - Compile applicable City and TxDOT standard details. Modify standard details as needed.
        - Prepare signing layout in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
7. Illumination
    a. Street Lighting Plans
        - Street lighting foundation and conduit layout in accordance with Oncor specifications (Oncor to furnish and install lighting poles, fixtures and conductors)
8. General Notes and Specs
    a. Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.
9. OPCC
    a. Compile and update the overall OPCC.
10. Interim design submittal (60%)
    a. Submit three (3) copies to the City for review and comment.
    b. Submittal shall include the following:
        - Interim (60%) design plans
        - Interim opinion of probable construction cost
11. Final design submittal (90%)
    a. Submit three (3) copies to the City for review and comment.
    b. Submittal shall include the following:

- Final design plans
- Contract documents (*NCTCOG)*, including the following:
  - City of Saginaw standard construction contract forms
  - Notice to bidders
  - Special instructions to bidders
  - Bid form
  - Standard construction contract
  - Performance bond
  - Payment bond
  - Maintenance bond
  - Certificate of insurance
  - General conditions
  - Special provisions
  - Technical specifications
- OPCC
- On behalf of the City, the Consultant will identify and solicit the services of a Registered Accessibility Specialist (RAS) to perform the plan review and inspection on behalf of the TDLR. the Consultant will provide one set of plans (11”x17”) for review in accordance with to the Elimination of Architectural Barriers Act.

12. Incorporate the final design submittal review comments.
13. Prepare the final OPCC.
14. Final design submittal (100%)
    a. Submit three (3) full-size (22”x34”) and three (3) half-size (11”x17”) sets of plans and specifications to the City
    b. Submit the final OPCC.
15. Agency and Stakeholder Coordination
    a. Franchise Utility Coordination
       - Prepare franchise utility log
       - Attend up to four (4) coordination meetings with franchise utility companies
       - Send one set of plans for each submittal (60% and 100%) to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
       - Notify the City and franchise utility companies if any relocations are required.
    b. Agency Coordination
       - Attend up to ten (10) meetings with external agencies such as City of Fort Worth, EMSISD and Tarrant County to coordinate the following items:
         - Coordinate with adjacent developers for storm sewer design plans
         - Coordinate with the City of Fort Worth Water Department for utilities adjustments necessary on the existing Fort Worth 48” and 36 transmission mains
         - Coordinate with the City of Forth Worth TPW Street Department for traffic control detouring
         - Coordinate with Tarrant County for traffic control detouring
         - Coordinate with EMSISD for possible bus route detouring
         - Coordinate with adjacent Business Owners for construction sequencing, driveway tie-ins and detouring

Task 3 – Bidding and Construction Contract Administration

A. Bidding Phase (Reimbursable)

1. Final bid documents submittal
   a. Upload all plans and contract documents onto Civcast (or similar website) for access to potential bidders. Contract documents shall be uploaded in .pdf files.
   b. Print three (3) full-size (22”x34”) and three (3) half-size (11”x17”) sets for City’s use
   c. Submittal shall include the following:
      - Final plans
      - Final contract documents
      - Final opinion of probable construction cost
   d. Furnishing additional copies of review documents and/or bid documents in excess of the number of the same identified above will be considered as Additional Services
2. Maintain a list of bidders to whom bidding documents have been issued
3. Prepare for and conduct a pre-bid meeting with prospective bidders
4. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents
5. Attend the Bid Opening
6. Tabulate the bids received and evaluate the compliance of the bids received with the bidding documents
7. Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract

B. Construction Contract Administration (Reimbursable)

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant’s role during construction is limited and services are only provided upon request of the Client and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 120 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Client.

1. Project Management
   a. Project Communication
      - Conduct monthly progress/coordination meetings with the City and/or Contractor during the Construction phase of the project.
   b. Project Administration
      - Prepare project correspondence and invoice documents.
2. *Pre-Construction Conference*. Prepare for and conduct the Pre-Construction Conference prior to commencement of Work at the Site.
3. *Visits to Site and Observation of Construction*. Consultant will provide 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. 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.
   a. 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.

4. *Recommendations with Respect to Defective Work*. 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.
5. *Clarifications and Interpretations*. 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.
6. *Change Orders*. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. *Contractor's Estimates*. Review and process contractor's estimates.
8. *Shop Drawings and Samples*. 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.
9. *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.
10. *Inspections and Tests*. 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.
11. *Disagreements between City and Contractor*. 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.
12. *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.

a. 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.

13. *Substantial Completion*. 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.
14. *Final Notice of Acceptability of the Work*. 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.
15. *Limitation of Responsibilities*. 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.
16. *Record Drawings*. Prepare project "Record Drawings" based on information provided by the Contractor and/or City as to the actual field placement of the work including any changes or deletions. The Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the City. Kimley-Horn will provide the following deliverables:
    a. One (1) set of reproducible (22" x 34") Record Drawings.
    b. One (1) set of blackline (22" x 34") Record Drawings
    c. One (1) set of .pdf file Record Drawings

Task 5 – Additional Services

A. 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 City. Such services shall include, but are not limited to, the following:

1. Environmental permitting
2. Construction staking
3. Landscape and Irrigation Design
4. Design of any offsite drainage improvements beyond the improvements identified in the scope
5. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
6. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
7. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
8. Wastewater design
9. Water line design beyond scope of services identified above
10. Additional bid packages

Terms of compensation:

Kimley-Horn will perform the following services on a lump sum basis:

▪ Task 1A Survey	$20,000
▪ Task 1B Geotechnical	$7,000
▪ Task 1C Easement Instruments of Conveyance	$5,000
▪ Task 1D Preliminary Design	$58,000
▪ Task 2 Final Design	$85,000
Lump Sum Subtotal:	$175,000

Kimley-Horn will provide the following services on a labor fee plus expense (reimbursable) basis:

▪ Task 3A Bidding	$7,000
▪ Task 3B Construction Contract Administration	$23,000
Reimbursable Subtotal:	$30,000
TOTAL:	**$205,000**

The Consultant will perform the services identified in the Lump Sum Tasks above for a total Lump Sum fee of $175,000. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

The Consultant will perform the services identified in the Reimbursable Tasks above on a labor fee plus expense (reimbursable) basis for an estimated fee of $30,000. Labor fee will be billed on an hourly basis according to the attached rate schedule, which is subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. 6% 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. Any fee projections in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the projections.

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

Special terms of compensation: The hourly rates listed below are valid through June 30, 2021.

Hourly Rates	
Senior Professional I	$190 - $255
Senior Professional II	$245 - $270
Professional	$165 - $215
Analyst	$110 - $180
Senior Technical Support	$120 - $195
Technical Support	$90 - $105
Clerical/Administrative Support	$80 - $120

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Scott R. Arnold, P.E.
Vice President

DATE:_____