August 26, 2020

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

RE: ***Saginaw Elementary Sidewalk Loop***

Dear Rick:

Please find attached the Individual Project Order (IPO) No. Saginaw Elementary Sidewalk Loop (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2281 or trenton.tidwell@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928

Trenton Tidwell, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – Saginaw Elementary Sidewalk Loop

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: Saginaw Elementary Sidewalk Loop

Project Understanding:

The Client desires to design and construct sidewalks in the neighborhood surrounding the Saginaw Elementary School. The Client understands that the Consultant will design sidewalks and pedestrian curb ramps for Southern Avenue and Opal Street utilizing the survey collected with the CDBG Sidewalks – 46th Year IPO. The scope of this contract also includes Bidding and Construction Phase services.

Specific Scope of Basic Services:

Task 1 – Contract Document Preparation

A. Prepare for, attend, and conduct up to two (2) project meetings with the Client to discuss the design/project.
B. Prepare construction plans for the proposed sidewalks and pedestrian curb ramps along Southern Avenue and Opal Street. Submit a conceptual exhibit and final plans for Client review.
C. Prepare contract specifications, general notes, and contract documents for the proposed pedestrian improvements. The contract specifications will be based upon the North Central Texas Council of Governments (NCTCOG). The specifications/documents will be 8.5”x11”.
D. Address up to two (2) rounds of comments from the Client.

Task 2 – Bidding Services

A. Assemble contract documents for advertisement.
B. Answer Contractor questions during advertisement period.
C. Issues addenda as necessary.
D. Attend Bid Opening.
E. Tabulate bids and review bidder’s qualification.
F. Prepare letter of recommendation for award.

Task 3 – Construction Phase Services

A. Attend pre-construction meeting.

B. Visit site during construction as requested by the Client. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, 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.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

C. Respond to Contractor RFI's. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

D. Review Contractor pay applications. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For 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. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

E. Prepare change orders, if required. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

F. Substantial Completion. Consultant will, after notice from Contractor that it considers the 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.

G. 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 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.

ADDITIONAL SERVICES

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.

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

Fee and Expenses

Task Name	Budget Amount	Fee Type
Task 1 – Contract Document Preparation	$27,000	(Lump Sum)
Task 2 – Bidding Services	$ 3,000	(Lump Sum)
Task 3 – Construction Phase Services	$ 5,000	(Lump Sum)
Total	**$35,000**	**(Lump Sum)**

Consultant will perform the services in Tasks 1 through 3 for the total lump sum fee of $35,000. Individual task amounts are informational only. 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.

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

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

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

DATE: August 25, 2020