

ATTACHMENT “B”

PROFESSIONAL SERVICES AGREEMENT for SOUTH KEALY AVENUE, PHASE 2

1. SCOPE OF SERVICES.

The Consultant shall provide professional engineering services for design, bidding, and limited construction phase services as described below. All elements of design shall conform to City of Lewisville standards including NCTCOG, as adopted, applicable City ordinances, AASHTO guidelines, and TMUTCD requirements.

A. Project Management (Lump Sum)

1. Conduct project management and coordination throughout design.
Note: construction phase work is a separate hourly task.
2. Prepare project schedule and monitor interim milestones.
3. Coordinate with City staff, subconsultants, and utility owners.
4. Prepare monthly progress updates and invoices.
5. Perform internal QA/QC reviews prior to each submittal.

B. 30% Design (Lump Sum):

1. Conduct kickoff meeting and up to two additional coordination meetings.
2. Collect and review available City data, record drawings, and available information including:
 - City design standards
 - Standard details
 - Utility records
 - Drainage criteria
 - Old Town zoning requirements
 - Applicable ordinances
 - Available record drawings
 - Franchise utility information.
3. Perform site visits and field reconnaissance.
4. Develop conceptual roadway typical sections and roll plot alternatives for:
 - Ultimate 50-foot right-of-way
 - Partial construction of the ultimate 50-foot right-of-way option to fit within the existing right-of-way
 - Ultimate 60-foot right-of-way
 - Partial construction of the ultimate 60-foot right-of-way option to fit within the existing right-of-way)

Each conceptual alternative will depict, as applicable:

- Sidewalk configurations (one or both sides, may not be constructed)
 - Streetscape considerations consistent with Old Town zoning
 - Utility alignments
 - Conceptual roadway plan and profile
 - Conceptual storm drainage layout including evaluation for the conversion of existing ditch drainage to an underground enclosed storm sewer system.
5. Develop conceptual sanitary sewer replacement layout (plan-view only) for full corridor replacement via trenchless method.
 6. Develop conceptual water main design (plan-view only) integrated with paving improvements via trenchless method.
 7. Identify anticipated utility conflicts based on information from franchisees
 8. Prepare conceptual right-of-way strip map reflecting proposed 50-foot and 60-foot corridor.
 9. Identify impacts to up to twelve (12) parcels.
 10. Prepare conceptual opinion of probable construction cost (OPCC) for each alternative.
 11. Submit conceptual alternatives to City for selection of preferred alternative.

Assumptions:

- Prior to proceeding to 60% design, the City will select one preferred conceptual options. This decision will establish future right-of-way, alignment, utility placement, utility conflicts, and the typical section for interim and/or ultimate future condition.

C. 60% Design (Lump Sum)

Following the City's selection of the preferred street ROW width and typical section, Kimley-Horn will prepare a 60% plan set reflecting the selected design option. If right-of-way acquisition is not desired, Kimley-Horn will design an option to fit within the existing right-of-way.

The 60% will be for an **interim partial section** designed to fit within the existing $\pm 30'$ right-of-way.

1. Incorporate City review comments.
2. Develop roadway plan and profile sheets.
3. Prepare storm sewer hydraulic design and plan/profile sheets.
4. Develop sanitary sewer replacement plan and profile.
5. Develop water main plan only.
6. Prepare erosion control plan.
7. Prepare pavement marking and signage plans.
8. Prepare traffic control and phasing narrative.
9. Analyze and design commercial driveway tie-ins and access grading.
10. Prepare driveway profiles and access transitions as required to maintain business access during and after construction.
11. Prepare preliminary cross-sections at 50-foot intervals and driveway centerlines.

12. Prepare preliminary retaining wall details, if required, using City standard details.
13. Prepare draft bid items and technical specifications.
14. Update OPCC.
15. Submit 60% design package. Submittal to include: Plan set, bid item listing, technical spec listing, and opinion of probable construction cost (OPCC).

Assumptions:

- Addressing one round of comments on the 30% plans is included in the 60% design level of effort.
- If the City requests expansion of the design to accommodate the ultimate section, including paving, landscaping, irrigation, sidewalks, pavement markings, lighting, and right-of-way acquisition, an amendment will be required for the additional design effort.

D. 90% Design (Lump Sum):

The 90% will be for an **interim partial section** designed to fit within the existing $\pm 30'$ right-of-way.

1. Incorporate review comments on the 60% plans.
2. Prepare Storm Water Pollution Prevention Plan (SWPPP) and incorporate Best Management Practices (BMPs) in accordance with applicable NPDES requirements.
3. Finalize roadway geometry and grading.
4. Finalize storm sewer sizing and profiles.
5. Finalize sanitary sewer and water plans.
6. Finalize cross-sections.
7. Prepare traffic control and phasing plans, including:
 - Construction sequencing
 - Temporary lane configurations
 - Pedestrian routing
 - Driveway access staging
 - Temporary striping
 - Business access maintenance
 - Utility construction phasing
8. Finalize pavement marking plans.
9. Finalize technical specifications and special provisions.
10. Update OPCC and provide estimated construction duration.
11. Submit 90% design package. Submittal to include: Plan set, bid item listing, technical spec listing, and opinion of probable construction cost (OPCC).

Assumptions:

- Addressing one round of comments on the 60% plans is included in the 90% design level of effort.
- If the City requests expansion of the design to accommodate the ultimate section, including paving, landscaping, irrigation, sidewalks, pavement

markings, lighting, and right-of-way acquisition, the additional design services will require an amendment.

E. Final Design (Lump Sum)

The final plans will be for an **interim partial section** designed to fit within the existing $\pm 30'$ right-of-way.

1. Incorporate City comments on the 90% plans.
2. Prepare final signed and sealed construction plans.
3. Prepare final bid item quantities.
4. Prepare final technical specifications.
5. Prepare final OPCC.
6. Submit final construction documents.
7. Submit TDLR documentation as required.
8. Submit final TxDOT permit application

Assumptions:

- Addressing one round of comments on the 90% plans is included in the final design level of effort.
- If the City requests expansion of the design to accommodate the ultimate section, including paving, landscaping, irrigation, sidewalks, pavement markings, lighting, and right-of-way acquisition, the additional design services will require an amendment.

F. Right-of-Way Instruments

Upon City request, prepare of right-of-way instruments (narrative and graphic exhibits) for up to twelve (12) parcels.

Assumptions:

- City will manage appraisal, negotiation, and acquisition activities.
- Services not expressly described above, including condemnation support, negotiation assistance, additional parcel revisions, or redesign due to ROW acquisition delays, shall be Additional Services.

G. Survey and SUE

Collect topographic survey for the corridor limits (Mill Street to Purnell Street), including:

1. Establishment of horizontal and vertical control
2. Cross-sections at 50-foot intervals
3. Location of utilities, pavement, structures, trees (3" caliper and above)
4. Prepare ROW strip map
5. Perform Level B Subsurface Utility Engineering (SUE) QL Level C/D

6. Perform Level up to three (3) Level A test holes.

H. Geotechnical

Geotechnical investigation for roadway pavement section, subgrade remediation recommendations. Pavement design recommendations shall be prepared based on one (1) field boring within the corridor limits.

I. Franchise Utility Coordination (Hourly)

The Consultant will identify utility conflicts and distribute plans to franchise utility owners for review. The City will perform direct coordination and management of utility relocations. The budgeted fee for this task is based upon approximately **40** hours of labor. Specific tasks the Consultant will provide during bidding include:

1. Attend up to two (2) utility coordination meetings.
2. Following the 30% design submittal, distribute the selected conceptual plan to contacted franchise utility owners.
3. Maintain conflict register and coordinate any needs for franchise utility relocation to the City.

J. Public Involvement (Hourly):

The budgeted fee for this task to support the City's public involvement process is based upon approximately **80** hours of labor. Specific tasks the Consultant may provide include:

1. Attend and facilitate a public meeting for local business owners adjacent to the S. Kealy Ave. segment following the 30% design submittal to the City.
2. Attend and facilitate a public meeting for business owners along the S. Kealy Ave. segment following the 90% plan submittal to the City. Update the 30% PDF roll plot design deliverable to reflect the 90% level of design for use in the public meeting.

Public meeting location will be Lewisville City Hall (or similar public venue). It is assumed that presentation materials will be a digital version of the PDF schematic which will be presented on the City's conference room display.

K. Bidding Phase Services (Hourly)

The City of Lewisville will advertise the project through Bonfire. The budgeted fee for this task to support the City's bidding process is based upon approximately **20** hours of labor. Specific tasks the Consultant may provide during bidding include:

1. Attend pre-bid conference.
2. Respond to bidder questions.

3. Assist the City with preparation of addenda.
4. Develop a conformed set of plans for construction.

If the ultimate design is divided into multiple bid packages, preparation of additional bid packages shall be Additional Services.

L. Construction Phase Services (Hourly)

The scope of services listed below may or may not be performed as part of our construction phase services. Kimley-Horn'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. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Client. The budgeted fee for this task is based upon an estimated **100 hours** of labor to complete the following tasks:

1. Attend pre-construction meeting (4 hours)
2. Assist the city with up to five (5) design related questions from contractors during construction (RFI's) (10 hours)
3. Review up to twenty (20) submittals or shop drawings (15 hours).
4. Perform up to four (4) site visits during construction (8 hours).
5. Recommend up to three (3) change orders.
6. Assist City by attending one (1) final project walk-through meeting with the contractor to review the completion of the work (5 hours)
7. Prepare and submit record drawings as TIFF images, CAD files (AutoCAD .dwg format), and .pdf set for final record. (10 hours)

Assumptions:

- Construction duration is up to six (6) months. Services required beyond the assumed construction duration shall be Additional Services.
- Review of pay applications and full-time construction observation are not included.
- Construction is assumed to proceed without phased delay due to ROW acquisition.

Additional Services: Redesign resulting from changes in project scope, funding limitations, right-of-way acquisition outcomes, utility conflicts unknown at the time of design, or regulatory changes after completion of a prior phase submittal shall be considered Additional Services.

2. **COMPENSATION.** The total fee for services provided under this Agreement shall not exceed \$ 356,500.

Consultant will perform Basic Services (Tasks A-E) for the total lump sum fee below. Individual task amounts are informational only. All permitting, application and similar project fees will be paid directly by the City.

BASIC SERVICES (Lump Sum)

A: Project Management	\$7,200
B: 30% Design	\$65,000
C: 60% Design	\$79,000
D: 90% Design	\$35,000
E: Final Design	\$26,800
Total Lump Sum Fee	\$ 213,000

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

Consultant will perform Special Services (Tasks F-L) on a labor fee plus expense (reimbursable) basis with the maximum fee shown below, including labor and expenses. Consultant will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Consultant reserves the right to reallocate amounts among tasks as necessary.

SPECIAL SERVICES (Hourly)

F: Right-of-Way Instruments	\$32,700
G: Survey and SUE	\$42,700
H: Geotechnical	\$8,200
I: Franchise Utility Coordination	\$11,500
J: Public Involvement	\$19,500
K: Bidding Phase Services	\$5,100
L: Construction Phase Services	\$23,800

Total Reimbursable Fee	\$143,500
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Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable 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. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Consultant project number.

Kimley-Horn Hourly Labor Rate Schedule

Classification	
Analyst	\$175 - \$260
Professional	\$250 - \$315
Senior Professional I	\$275 - \$380
Senior Professional II	\$370 - \$400
Senior Technical Support	\$170 - \$295
Support Staff	\$115 - \$160
Technical Support	\$130 - \$165

Effective through June 30, 2026

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract



NTP

A. Project Management

Project Kickoff and Initiation Meeting

City Coordination Meetings

B. 30% Design

- GIS Utility Base Map, Record Drawing Research
- Topographic Survey and Boundary Survey
- Geotech Data Collection
- Schematic Design, Identify SUE A Locations
- City Review - Roll Plot (Select ROW width)
- Identify ROW/Land Acquisition Needs
- Public Meeting

C. 60% Design

60% Design City Review

D. 90% Design

90% Design
City Review
Public Meeting

E. Final Design

100% Design Submittal

F. Right-of-Way Instruments

Prepare ROW Instruments

Appraisals & Acquisition (By City)

I. Franchise Utility Coordination

Schematic & 30% Util Coord.
SUE A Coordination
60% Util. Coord % Final Franchise Util Design
Utility Relocations

K. Bidding

Advertise / Bid / Adward / NTP

L. Construction Phase Services

Preconstruction Meeting
Construction period of performance