



**Routing and Transmittal Slip**  
**Transportation & Public Works**  
**Department**








**DOCUMENT TITLE:** E. Berry Street Corridor Design & Planning Study

**M&C:** 22-1007

**CPN:** 104214

**CSO:** \_\_\_\_\_

**DOC#:** \_\_\_\_\_

<b>Date:</b>				
<b>To:</b>	<b>Name</b>	<b>Department</b>	<b>Initials</b>	<b>Date Out</b>
1.	Barbara Pryor	TPW - initial		Dec 9, 2022
2.	Scott Arnold, Kimley-Horn	Consultant - Signature	SRA	Dec 9, 2022
3.	Mary Elliott	TPW - Signature		Dec 9, 2022
4.	Kelly Porter	TPW -initial		Dec 14, 2022
5.	TPW Dir: Lauren Prieur (Interim)	TPW - signature		Dec 16, 2022
6.	Doug Black	Legal - signature		Dec 20, 2022
7.	William Johnson	CMO - signature		Dec 20, 2022
8.	Jannette Goodall	CSO - signature		Dec 21, 2022
9.	TPW Contracts	TPW		
10.				

**DOCUMENTS FOR CITY MANAGER'S SIGNATURE:** All documents received from any and all City Departments requesting City Manager's signature for approval **MUST BE ROUTED TO THE APPROPRIATE ACM** for approval first. Once the ACM has signed the routing slip, David will review and take the next steps.

**NEEDS TO BE NOTARIZED:** ☐ YES ☒ No

**RUSH:** ☐ YES ☒ No **SAME DAY:** ☐ YES ☐ No **NEXT DAY:** ☐ YES ☐ No

**ROUTING TO CSO:** ☒ YES ☐ No

**Action Required:**

- ☐ As Requested
- ☐ For Your Information
- ☒ Signature/Routing and or Recording
- ☐ Comment
- ☐ File

☐ **Attach Signature, Initial and Notary Tabs**

**Return To:** TPWContracts@FortWorthTexas.gov at ext. 7233 or 8363, for pick up when completed. Thank you!

**CITY OF FORT WORTH, TEXAS**  
**STANDARD AGREEMENT FOR GENERAL PROFESSIONAL SERVICES**

This agreement ("Agreement") is between the City of Fort Worth, a Texas home-rule municipality ("City"), and Kimley-Horn and Associates, Inc., authorized to do business in Texas ("Consultant"), for a project generally described as: East Berry Street Corridor Design and Planning Study ("Project") – Project No. 104214.

**Article I**  
**Scope of Services**

- (1) Consultant hereby agrees to perform professional services as set forth in this Agreement and the Scope of Services, attached hereto as Attachment "A" ("Services"). These Services shall be performed in connection with the Project.
- (2) Additional services, if any, will be memorialized by an amendment to this Agreement.
- (3) All reports, whether partial or complete, prepared under this Agreement, including any original drawings or documents, whether furnished by City, its officers, agents, employees, consultants, or contractors, or prepared by Consultant, shall be or become the property of City, and shall be furnished to the City, prior to or at the time such services are completed, or upon termination or expiration of Agreement.

**Article II**  
**Compensation**

Consultant shall be compensated an amount up to \$700,000.00 ("Contract Amount") in accordance with the Fee Schedule shown in Attachment "B". Payment shall be considered full compensation for all labor (including all benefits, overhead and markups), materials, supplies, and equipment necessary to complete the Services.

Consultant shall provide monthly invoices to City. Payments for services rendered shall be made in accordance with the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Acceptance by Consultant of said payment shall release City from all claims or liabilities under this Agreement for anything related to, performed, or furnished in connection with the Services for which payment is made, including any act or omission of City in connection with such Services.

**Article III**  
**Term**

Time is of the essence. The term of this Agreement shall commence on the Effective Date and shall continue until the expiration of the funds or completion of the subject matter pursuant to



the schedule, whichever occurs first, unless terminated in accordance with the terms of this Agreement. Unless specifically otherwise amended, the original term shall not exceed five years from the original effective date.

#### **Article IV Independent Contractor**

Consultant shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. Consultant shall have exclusive control of and the exclusive right to control the details of the work to be performed hereunder and of all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of *respondeat superior* shall not apply as between City and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint venture between City and Consultant.

#### **Article V Professional Competence**

Work performed by Consultant shall comply in all aspects with all applicable local, state and federal laws and with all applicable, standards, codes, rules and/or regulations promulgated by local, state and national boards, bureaus and agencies. Approval to proceed by City of Consultant's work or work product shall not constitute or be deemed to be a release of the responsibility and liability of Consultant or its officers, agents, employees, contractors and subcontractors for the accuracy and competency of its performance of the Services.

#### **Article VI Indemnification**

***CONSULTANT, AT NO COST TO THE CITY, AGREES TO INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF (i) ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.***

## **Article VII Insurance**

Consultant shall not commence work under this Agreement until it has obtained all insurance required under Attachment F and City has approved such insurance.

## **Article VIII Force Majeure**

City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to: acts of the public enemy, fires, strikes, lockouts, natural disasters, epidemics/pandemics, wars, riots, material or labor restrictions by any governmental authority and/or any other similar causes.

## **Article IX Transfer or Assignment**

Consultant, its lawful successors and assigns, shall not assign, sublet or transfer any interest in this Agreement without prior written consent of City.

## **Article X Termination of Contract**

- (1) City may terminate this Agreement for convenience by providing written notice to Consultant at least 30-days prior to the date of termination, unless Consultant agrees in writing to an earlier termination date.
- (2) Either City or Consultant may terminate this Agreement for cause if either party fails to substantially perform, through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days after receipt of written notice or thereafter fails to diligently pursue the correction to completion.
- (3) If City chooses to terminate this Agreement, upon receipt of notice of termination by Consultant, Consultant shall discontinue Services on the date such termination is effective. City shall compensate Consultant for such services rendered based upon Article II of this Agreement and in accordance with Exhibit "B".

## **Article XI Right to Audit**

- (1) Consultant agrees that City shall, until the expiration of three (3) years after final payment under Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to Agreement. Consultant agrees that City shall have access during normal



working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

- (2) Consultant further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontractor agrees that City shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor(s), involving transactions to the subcontract, and further, that City shall have access during normal working hours to all subcontractor facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City shall give Consultant and any subcontractor reasonable advance notice of intended audit.
- (3) Consultant and subcontractor(s) agree to photocopy such documents as may be requested by City. City agrees to reimburse Consultant for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## **Article XII Business Equity Participation**

City has goals for the full and equitable participation of minority business and/or women business enterprises in City contracts greater than \$100,000. In accordance with City's Business Equity Ordinance No. 25165-10-2021 (replacing Ordinance No. 24534-11-2020, as codified in Chapter 20, Article X of the City's Code of Ordinances, as amended, and any relevant policy or guidance documents), Consultant acknowledges the MBE and WBE goals established for Agreement and its execution of this Agreement is Consultant's written commitment to meet the prescribed MBE and WBE participation goals. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by Consultant may result in the termination of Agreement and debarment from participating in City contracts for a period of time of not less than three (3) years.

## **Article XIII Observe and Comply**

Consultant shall at all times observe and comply with all federal, state, and local laws and regulations and with all City ordinances and regulations which in any way affect Agreement and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless City and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees or its subcontractor(s).

#### **Article XIV**

##### **Immigration Nationality Act**

Consultant shall verify the identity and employment eligibility of its employees and employees of all subcontractor(s) who perform work under Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Consultant shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under Agreement. Consultant shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Consultant employee who is not legally eligible to perform such services. **CONSULTANT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONSULTANT, CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Consultant, shall have the right to immediately terminate Agreement for violations of this provision by Consultant.

#### **Article XV**

##### **Venue and Jurisdiction**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. Agreement shall be construed in accordance with the laws of the State of Texas.

#### **Article XVI**

##### **Contract Construction/No Waiver**

The parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised Agreement and that the normal rule of contract construction, to the effect that any ambiguities are to be resolved against the drafting party, must not be employed in the interpretation of Agreement or any amendments or exhibits hereto.

The failure of City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

#### **Article XVII**

##### **Severability**

The provisions of Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or



unconstitutional for any reason, the remainder of Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of Agreement to other persons or circumstances shall not be affected thereby and Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

### **Article XVIII Notices**

Notices regarding Articles IX or X are to be provided to the other Party by hand-delivery or via U.S. Postal Service certified mail return receipt requested, postage prepaid, to the address of the other Party shown below:

City of Fort Worth  
Attn: Kelly Porter  
Transportation and Public Works Department  
200 Texas Street  
Fort Worth, Texas 76102

Consultant:

Kimley-Horn and Associates, Inc.  
Attn: Jeff Whitacre  
801 Cherry Street, Suite 1300  
Fort Worth, Texas 76102

All other notices may be provided as described above or via electronic means.

### **Article XIX Prohibition On Contracts With Companies Boycotting Israel**

Consultant, unless a sole proprietor, acknowledges that in accordance with Chapter 2271 of the Texas Government Code, if Consultant has 10 or more full time-employees and the contract value is \$100,000 or more, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Consultant certifies that Consultant's signature provides written verification to the City that if Chapter 2271, Texas Government Code applies, Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**



## **Article XX**

### **Prohibition on Boycotting Energy Companies**

Consultant acknowledges that in accordance with Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2). **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Consultant certifies that Consultant’s signature provides written verification to the City that Consultant: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

## **Article XXI**

### **Prohibition on Discrimination Against Firearm and Ammunition Industries**

Consultant acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1). **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Consultant certifies that Consultant’s signature provides written verification to the City that Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

## **Article XXII**

### **Headings**

The headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of Agreement.

**Article XXIII**  
**Attachments, Schedules and Counterparts**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

The following attachments and schedules are hereby made a part of Agreement:

- Attachment A - Scope of Services
- Attachment B – Compensation
- Attachment C - Changes to Agreement
- Attachment D - Project Schedule
- Attachment E - Location Map
- Attachment F – Insurance Requirements

Duly executed by each party's designated representative to be effective on the date subscribed by the City's designated Assistant City Manager.

BY:  
CITY OF FORT WORTH

BY:  
CONSULTANT  
Kimley-Horn and Associates, Inc.

  
William Johnson (Dec 20, 2022 16:18 CST)

William Johnson  
Assistant City Manager

Date: Dec 20, 2022



Scott Arnold  
Kimley-Horn and Associates, Inc.

Date: Dec 9, 2022

ATTEST:

  
Jannette S. Goodall (Dec 21, 2022 08:27 CST)


Jannette Goodall  
City Secretary

APPROVAL RECOMMENDED:

By:   
Lauren Prieur (Dec 16, 2022 14:45 CST)

Lauren Prieur  
Interim Director, Transportation and Public Works

APPROVED AS TO FORM AND LEGALITY Form 1295 No. 2022-945817

By:   
D. Black (Dec 20, 2022 13:07 CST)  
Douglas W Black  
Sr. Assistant City Attorney

M&C No.: 22-1007

M&C Date: November 29, 2022

**Contract Compliance Managers:**

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

  
\_\_\_\_\_  
Mary Elliott, Multimodal Planning Manager



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## ATTACHMENT "A"

### East Berry Corridor Design and Planning Study

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the CITY and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

#### OBJECTIVE

Berry Street is a regional minor arterial that runs from west to east, starting with its intersection with Bellaire Drive and terminating just short of Lake Arlington to the east. This study will examine the corridor east of I-35W (about six miles) to develop a set of context-sensitive corridor concepts, strategies, and actionable steps to help transform East Berry Street into a smart, walkable, multi-modal corridor for all-ages and abilities. The study will position the East Berry corridor for development and re-development opportunities, stronger community connectivity, and improved access to greater Fort Worth's economic opportunities and jobs. Strategies should consider equity and market feasibility, while addressing future cross-sections, access management, multi-modal transportation elements, safety improvements, operational improvements, and recommendations for a private realm built form. These elements are to support different modes of transportation and create a sense of place.

#### WORK TO BE PERFORMED

- Task 1. Project Management and Coordination
- Task 2. Community Engagement Strategy
- Task 3. Assessment
- Task 4. Analysis
- Task 5. Concept Plan Alternatives
- Task 6. Action

#### **TASK 1. PROJECT MANAGEMENT AND COORDINATION**

CONSULTANT will manage the work outlined in this scope to ensure efficient and effective use of CONSULTANT's and CITY's time and resources. CONSULTANT will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

##### 1.1 Team Management

- Lead, manage, and direct team activities including subconsultants
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

- Create a Project Work Plan that will provide a brief understanding of the project, highlight the project team members involved, and include a milestone schedule that assigns target dates to each deliverable. Project contacts, data exchange protocols, and invoicing procedures will also be discussed in this document.

## 1.2 Communications and Reporting

- Prepare and submit monthly invoices, in accordance with **Attachment B** to this Standard Agreement, in the format requested by the CITY.
- Prepare and submit monthly project status reports in the format provided by the respective Transportation and Public Works Department.
- Prepare and submit monthly M/WBE Report Form and Final Summary Payment Form at the completion of the Action Plan.
- Prepare and submit baseline project schedule initially, and project schedule updates with a schedule narrative monthly, as required in **Attachment D** to this Standard Agreement.

## 1.3 Progress Meetings

- Attend up to twenty-four (24) monthly progress meetings with the CITY to review progress, provide updates, and receive feedback on the work.
- Schedule, provide logistics, conduct, and prepare meeting notes for progress meetings. CONSULTANT will provide materials needing review five business days ahead of time for CITY review.

### ASSUMPTIONS

- Project is anticipated to take twelve (12) months.
- CONSULTANT will prepare meeting materials.

### DELIVERABLES

- A. Project Work Plan
- B. Monthly invoices, status reports and M/WBE Report.
- C. Baseline project schedule.
- D. Meeting summaries with action items.
- E. Subconsultants Contracts

## TASK 2. Community Engagement Strategy

### 2.1 Community Engagement Plan

- Develop a plan for community and stakeholder outreach and communication. The Community Engagement Plan will incorporate outreach and engagement methods that will foster meaningful participation and provide needed input for the successful development and implementation of the East Berry Corridor Plan. The Community Engagement Plan will also identify a list of key stakeholders.

## 2.2 Stakeholder Advisory Committee

- The Stakeholder Advisory Committee (SAC) (to be identified by the City) will serve as a review, input, and advisory body for the corridor study throughout the planning process. The CONSULTANT will meet with the SAC at key points during the planning process to present topical materials and obtain feedback and recommendations from the SAC. The City will be responsible for providing a venue for the committee meetings and notifying committee members of meeting dates and times. The CONSULTANT will provide agendas and materials for facilitated discussion at each meeting. Customized East Berry Corridor Plan Business cards using the City's will be provided to the committee to hand out for the project website.
- Over the course of the project, the CONSULTANT will conduct five (5) meetings with the SAC with up to two members from the CONSULTANT team in attendance. Meeting topics are summarized below:

Meeting 1 | Team Intro and Discovery  
 Meeting 2 | Assessment  
 Meeting 3 | Analysis  
 Meeting 4 | Concept Plan Alternatives  
 Meeting 5 | Action

## 2.3 Open Houses

- The CONSULTANT will use three sets of open houses with the community. The CONSULTANT will prepare the materials for the events. The City will secure the venues. If food or entertainment is desired City will secure those items for the public meetings. The following Open Houses are anticipated:
  - Open House 1: Community Symposium. This open house will be designed to elevate the projects importance in the minds of the community leaders and public, increase awareness, and gather valuable information. This open house will be designed to educate the public but also help establish the boundaries and locations for the concepts to be developed in Open House #2. Two Open House #1 are anticipated. The CONSULTANT team will provide up to four staff to set-up and facilitate this event. Two of the staff are anticipated to be with the Community Engagement SUBCONSULTANT.
  - Open House 2: Charrette Style Open House. This open house will focus on concept plans and what the corridor could look like. This event will occur over a 3-day period ending with a presentation to display the final result. One Open House #2 is anticipated. The CONSULTANT team will provide up to six staff to set-up and facilitate this event. Two of the staff are anticipated to be with the Community Engagement SUBCONSULTANT and two of the staff will be from the Urban Design and Zoning SUBCONSULTANT.
  - Open House 3: What's Next, Action Plan. This open house will be designed to display the results and describe what's next for the community as the implementation occurs. Two Open House #3 are anticipated. The CONSULTANT team will provide up to four staff to set-up and facilitate this event. Two of the staff are anticipated to be with the Community Engagement SUBCONSULTANT.



## 2.4 Focus Groups and Targeted Outreach

- Outreach will be conducted to ensure vulnerable populations are represented in the planning efforts. Vulnerable populations are defined as low-income, minority, senior, school-aged, people with disabilities, zero-car households, populations with limited English proficiency, and other groups as deemed necessary. Outreach materials may need to be translated into Spanish and other languages as needed. Targeted outreach may be used to elicit feedback from elected officials, property owners, businesses within the district, developers and other groups or populations as deemed necessary. The CONSULTANT will attend up to ten (10) focus groups/targeted outreach throughout the project with two employees. It is anticipated that at least half of these will be virtual.

## 2.5 Online Presence

- An online hub for engagement will be maintained and operated by the CONSULTANT during the duration of the project. The CONSULTANT will utilize Social Pinpoint for the online hub. The online hub will host a variety of activities. It is anticipated that the Social Pinpoint will be updated in alignment with the open houses identified in Task 2.3 and include a digital survey at the beginning and end of the project, online interactive map tool and a document library with copies of public meeting boards. A hard copy version of the activities will be available for use.

## 2.6 Outreach

- Outreach content will be developed by a subconsultant for use by the City to promote involvement in the project, and includes the following in both English and Spanish:
  - Public meeting notices for each open house in Task 2.3, 15 days prior to the meeting
  - Project overview handouts on 8.5" x 11" format for each open house in Task 2.2
  - Project fact sheets (up to 2)
  - E-mail blasts (up to 6) – every other month
  - Media releases (up to 3) – after open houses
  - The City will manage the social media. The CONSULTANT will provide material/posts for up to two social media posts per month (up to 24)

## 2.7 Engagement Documentation

- Document engagement metrics, photos of events, and develop a report of each public meeting and stakeholder meeting to be included in the draft and final report as an appendix to the overall corridor study report.

## ASSUMPTIONS

- ENGINEER will prepare all meeting materials.
- CITY will print materials.

- City will approve items before posted online.
- Meetings will be in person.
- City to sign contract and pay for venues if necessary.

#### **DELIVERABLES**

- A. Community Engagement Plan and Meeting Schedule
- B. Materials for Stakeholder Advisory Committee Meetings (5 meetings)
- C. Materials for Open House (5 open houses total)
- D. Meeting Notes for Stakeholder Meetings
- E. Survey
- F. Outreach material
- G. Content for posting on website

### **TASK 3. Assessment**

#### **3.1 Data Collection**

- The CONSULTANT will collect available CITY data to evaluate existing transportation, land use, market, and environmental (natural, built, human) conditions within the project study limits.

The CITY will provide the following items:

- Any ongoing construction work for the corridor between IH-35W and Lake Arlington
- City of Fort Worth Comprehensive Plan and Future Land Use Map (2022)
- City of Fort Worth Master Thoroughfare Plan (2016)
- South East Fort Worth Master Plan
- City of Fort Worth Active Transportation Plan (2019)
- City of Fort Worth Park, Recreation and Open Space Master Plan (2020 Update)
- City of Fort Worth Race and Culture Taskforce – Final Report (2018)
- NCTCOG Mobility 2045
- Lake Arlington Master Plan (2011) and subsequent CFW implementation matrix
- Lake Arlington Shoreline Trail NPS Survey Results
- CFW Open Space Conservation Program land prioritization tool (2022)
- Current zoning
- Subdivision Regulations
- Cavile Place/Stop Six Improvement Plans (coordinate with transit)
- Economic Development Revitalization Target Areas o Request for Expression of interest at NW corner of Berry and Loop 820
- TxDOT Southeast Connector/Loop 820 Project
- City of Fort Worth Economic Development Strategy & Refresh (2017 & 2022)

### 3.2 Assess Existing Conditions and GIS Basemapping

- The CONSULTATION will set up GIS basemapping for the corridor and SUBCONSULTANT will use ArcGIS Urban as a foundation for GIS analysis. The data collection will pay particular detail to multi-modal transportation items, including counts at signalized intersections (via available data). These base maps will be the foundation for the field verification and will include locations of existing/missing sidewalks, bicycle facilities, bus stops, crosswalks, curb ramps, driveways, wayfinding locations, and other infrastructure that will impact multi-modal transportation. As part of the basemapping, boundaries will be established to indicate different context and neighborhoods along the corridor.
- Existing Conditions Synthesis Map to include:
  - Delineation of corridor influence areas, neighborhoods, sub areas and character areas
  - Identification of current and proposed roadways, transit, bicycle infrastructure, sidewalks, and trails
  - Outline anchors, business activity centers and hubs
  - Identify community assets – amenities, facilities, destinations, historic and/or cultural assets, and parks/open space
- The CONSULTANT will review Level D Subsurface Utility Engineering (SUE) to identify existing utilities and their general location to be utilize in fatal flaws during the corridor concept plan alternatives (Task 5)
- Upon completion the CONSULTANT and CITY will tour the corridor and discuss existing conditions

### 3.3 Market Assessment

- Utilizing commonly accessible data from the City, ESRI, and US Census, the CONSULTANT will collect detailed information, analyze the data and develop analysis on the potential for the corridor. This will be based on several factors, including:
  - Population trends
  - Ethnicity
  - Income
  - Jobs and employment
  - Psychographics & tapestry segments
  - Housing trends
  - Retail potential
  - Office market conditions
- These will establish a base market profile that will then be extrapolated to determine potential for selected catalytic sits, along with a strategy for realizing the actual growth potential and timeframe for absorption within the corridor.

### 3.4 Vision and Goal Setting



- The CONSULTANT will utilize the online engagement and iterative process with the SAC to develop vision and goals for the corridor. The vision and goals will serve as a basis for the development of the corridor. The on-line survey will ask strategic questions regarding vision and goals. The SAC will weigh-in and during the Open House #1 these vision and goals will be presented.

### 3.5 Land Use and Zoning Assessment

- The SUBCONSULTANT will review the City Comprehensive Plan, Future Land Use Plan and other past plans relevant to the study area. Key findings and preliminary recommendations will be summarized and transmitted to the CITY and included in the Foundation Report (Task 3.6).
- The SUBCONSULTANT will examine the existing zoning landscape along the corridor and identify metrics and regulations that may be producing undesirable outcomes in the built environment. This analysis will include a review of uses, setbacks, floor area ratio (F.A.R.), and other metrics associated with site development. Key findings will be presented to the CITY as a baseline for future remedies that will more closely align with the vision and the market.

### 3.6 Foundation Report

The CONSULTANT will establish a foundational understanding of current conditions and expectations for the corridor from a current conditions assessment, community needs, a review of other plans and studies, and input from the first round of public engagement. The vision will be a value proposition to capture future possibilities summed up in a brief and graphical deliverable used to communicate with participants and serve as the first in a series of deliverables.

#### **ASSUMPTIONS**

- Data will be formatted in GIS, AutoCAD, and Excel.
- Engagement during this phase will be Open House #1 and survey on website.

#### **DELIVERABLES**

- A. Existing conditions base map
- B. Existing Conditions and Needs Assessment Report (Foundation Report)
- C. ArcGIS Urban Model
- D. Zoning Analysis
- E. Level D SUE

## **TASK 4. ANALYSIS**

### 4.1 Multimodal

- The CONSULTANT will evaluate mobility operations within and throughout the corridor. The existing multi-modal facilities will be evaluated to identify current opportunities for enhancement. The following will be evaluated:

- Traffic analysis: The Kimley-Horn team will develop a baseline analysis for intersections and street segments based on existing vehicular level of service and a future conditions analysis based on growth from the NCTCOG Travel Demand Model.
- Safety Analysis: Based on our field observations and review of the vehicle/pedestrian/bicycle crash data, CONSULTANT will identify applicable safety countermeasures to be implemented along the corridor based on the Crash Modification Factors (CMF) available in the Highway Safety Manual, the Unsignalized Intersection Improvement Guide, and the Crash Modification Factors Clearinghouse.
- Connectivity: The CONSULTANT will evaluate the street grid along the corridor and identify barriers that might prohibit the establishment of a street grid. This evaluation will include connectivity and access to transit.
- Pedestrian experience: The Consultant will identify gaps in the sidewalk connectivity and improvements to the walking experience along Berry.
- Bicycle experience: The CONSULTANT will complete a bicycle inventory and analysis to improve bicycling and connectivity in the area.
- Transit assessment: The CONSULTANT will conceptually review and evaluate transit (including micro) within the corridor.
- Low impact development opportunities: The SUBCONSULTANT will evaluate potential drainage and water filtration components found in low-impact development and green streets to reduce and mitigate urban heat islands.

#### 4.2 Emerging Technology

- The CONSULTANT will evaluate opportunities for technology including fiber conduit, smart signals, electric vehicle charging stations, connected infrastructure, and other smart technologies to make this a HOT corridor that includes the advanced technology infrastructure to enhance smart cities.

#### 4.3 Land Use Suitability Analysis

- The CONSULTANT will create a land use inventory that, when considered with future entitlements, will convey enhanced carrying capacity for the corridor. The undeveloped and underdeveloped parcels will be flagged for further evaluation for market and development feasibility and potential catalytic development sites with a focus on publicly owned land.

#### 4.4 Potential new development/Redevelopment Analysis

- Walkable/MU redevelopment focus area analysis – The analysis will also consider areas that have the greatest potential for placemaking and enhanced walkability that need to be prioritized for redevelopment or new development. ArcUrban will complement this analysis. The analysis would evaluate issues and opportunities including barriers to redevelopment, market opportunities and gaps,

and considerations of connections and transitions to adjoining neighborhoods. In addition, the analysis will prioritize leveraging existing assets such as access to Lake Arlington, area parks, trails, and shopping.

## **ASSUMPTIONS**

- CITY will provide GIS data for analysis.

## **DELIVERABLES**

- A. Existing and future Synchro traffic analysis models
- B. Summary of proposed multi-modal improvements
- C. Land use analysis

## **TASK 5. Concept Plan Alternative**

### **5.1 Street Design Concepts**

- The East Berry Street changes context along the corridor. The Fort Worth Master Thoroughfare shows East Berry Street as a corridor that changes multiple contexts as one travels through it. It changes from a commercial corridor to a neighborhood corridor to an activity street. The street design concept shall identify alternatives for cross sections along East Berry Street and within the study and should be based on these changes in context. The corridor concept will be an illustration that shows the following recommendations. The corridor concept will illustrate recommendations for Task 4. The CONSULTANT will prepare up to five (5) prototypical roadway enlargement plans (400') to illustrate the design intent for the range of improvements identified along the corridor.
- An conceptual alignment evaluation will be completed to connect the Lake Arlington area, east of US 820 from 303 to IH-20 to me added to the CITY's Master Thoroughfare Plan.

### **5.2 Development Design Concept**

- Based on the input from the previous two phases, the team, in collaboration with the City, will identify up to four strategic opportunity sites along the corridor to be the subject of more detailed study. The SUBCONSULTANT will lead the urban design exercise to show potential redevelopment scenarios for the opportunity sites. Illustrative plans and basic three-dimensional massing models will show proposed infill development (including building/ housing types), Type 'A' Frontages, potential catalytic sites, recommended block structure, new streets, parking consolidation, and placemaking. This task will occur primarily during the Open House #2 in Task 2.



### 5.3 Form Based Code Framework

- Concurrent with the development of the concept plans, the zoning and code team, led by the SUBCONSULTANT, will begin to establish a recommended form-based code zoning framework to establish key metrics that will facilitate the vision illustrated in the concept plans. The framework will establish boundaries for implementation of new zoning and may use various tools, including base zoning and overlay zoning to establish design standards. The framework will address elements of use, setbacks and build-to lines, establish priority frontages ('A' Frontages), building scale, and parking. The Preliminary Code Framework document will be reviewed with City staff and amended prior to the start of the coding task in Task 6.

### 5.4 Fiscal Evaluation

- The CONSULTANT will develop the following for up to four catalytic concepts:
  - Financial Assessment. Kimley-Horn will prepare high-level financial assessments for up to four catalytic concepts along the East Lancaster Corridor. As part of the assessments, we will compare a summary of development costs with expected project revenues to determine if each concept has a return on investment that would be attractive for private development. Project costs, including construction costs and operating expenses, will be based on regional averages for each of the different land uses. Revenues will be based on average price points identified as part of the market research.
  - Go-to-Market Strategy. The CONSULTANT, will prepare go-to-market strategies for up to four catalytic concepts. The strategies will utilize recommendations identified in Task 5.1 and Task 5.2 and provide additional insight based on the concept, location, and infrastructure improvements that are planned.

### 5.5 Public Validation and Check-in:

- At the end of Task 5, the team will undertake formal presentations at the Advisory Committee, City Council, and any other boards and commissions to get a sign-off on the vision, concept plans, alternatives, and form-based code framework. This is a significant milestone that will direct the action plan, regulatory changes, and capital investment needed to implement the plan and as such, a public validation will be critical to make sure the project is moving in the right direction.

## ASSUMPTIONS

- Up to four catalytic site
- Concept plans for sections of the roadway.
- One (1) round of comments will be addressed.

- Engagement during this phase will be Open House #2, focus groups, and preference survey on website.

## **DELIVERABLES**

- A. Planning level cross sections by context area
- B. Street Network Plan
- C. Concept Plans for Key Nodes
- D. Form-Based Code Framework
- E. Financial Analysis Report

## **TASK 6. Action**

### **6.1 Form Based Code and Zoning**

- Based on the Concept Plans and FBC Framework developed in Phase 3, the SUBCONSULTANT will develop the draft Form-Based Code tools that will provide the City with the necessary zoning tools to implement the vision for the corridor and mixed-use nodes. The code will be structured and delivered in three components:
  - **New Zoning Categories:** The intent of our approach is to use existing zoning categories such as MU-1, MU-2, and UR to the extent that they are appropriate with the vision. Up to two new base zoning categories will be develop if necessary to implement the vision for the East Berry Street Corridor.
  - **Regulating Plans:** The SUBCONSULTANT will prepare a Regulating Plan for the corridor, which will include the proposed activity areas and nodes (this may be one Regulating Plan or separated into several Regulating Plans). These areas should be prioritized based on the timeline for implementation of public improvements to enhance walkability. The Draft Regulating Plan(s) will regulate development at each node to promote high-quality mobility, connectivity, and access defined by a multi-modal street grid, street type, and building orientation. The Regulating Overlay will geographically establish the key public realm elements such as street types, special frontage designations, and placemaking elements.
  - **Form-Based Standards:** These standards will provide the more detailed requirements for both the private realm (building and site development) and the public realm (streets and open spaces). The standards will be written as a single code section to cover the anticipated conditions found in the station areas and mixed-use nodes which will be the subject of the overlay.
    - Private realm standards will include basic building form standards, parking location standards, functional building design, signage standards, and transitions to adjoining neighborhoods.

- Public realm standards will include public space/street standards defining design attributes and geometrics that balance the needs of motorists, pedestrians, bicyclists, and transit riders (complete streets) while widths, parking, curb geometry, trees, and lighting.
- City will be responsible for mailing to effected property owners and will facilitate comments on the zoning that will be filtered to the CONSULTANT for responses.

## 6.2 Acton Plan

- The CONSULTANT will identify near, short-, mid-, and long-term priorities and may include projects that can use existing funding sources—bond program, roadway rehabilitation, or current programmed Transportation Improvement Program (TIP) or Capital Improvement Program (CIP) projects. The near and short-short projects to utilize the 2022 bond funds will be programed in more detail on project sheets.

## 6.3 Summary Report

- The CONSULTANT will prepare and submit a draft report in the following format:
  - Corridor Vision Executive Summary – Short document the documents the recommendations and value of improved corridor
  - Design Workbook – Summary that include relevant designs for catalytic land opportunities and transportation infrastructure
  - Summary Report: Public document that memorializes the process with graphics, charts, tables and map and key projects.
  - Appendix: Technical Analysis and Summary of Public Outreach

The technical materials (maps, analysis, etc.) will be delivered throughout the project at various SAC and CITY meetings. A summary of the final materials and direction will be discussed with the SAC at the Open Houses. The review process for the report by the CITY is intended to be:

- 60% - technical materials – Full Review (occurs during other Tasks)
- 80% - word version of the report – Full Review
- 95% - Final Draft layout – Minor Review

## 6.4 Plan Adoption Process

The CONSULTANT will prepare for and attend up to five (5) meetings during the adoption process. The CONSULTANT will prepare up to two versions of the presentation for adoption.

- Plan Adoption Process: Includes Advisory Committee, City Council, and boards and commission meetings associated with adoption of the plan as a policy guide. This process does not include any amendments to the Zoning Ordinance or rezoning of properties under any new zoning districts established.



- **Zoning Ordinance Amendments:** This task includes the creation of draft amendments to the city's zoning ordinance (including changes to existing zoning districts and/or creation of any new zoning districts) but does not include required public hearings for adoption of the amendments to the zoning ordinance. This task will include gathering and curating public input as part of the overall plan process on the recommended zoning amendments only.
- **Rezoning Properties:** Based on the specific zoning framework recommended, the plan may recommend rezoning of properties to implement the specific vision for redevelopment. While the process will develop any regulating plans, overlays, and recommended boundaries for zoning changes, it will not include any required public hearings for zoning map amendments. This task will include gathering and curating public input on the recommended zoning boundaries and changes as part of the overall plan process.

### **ASSUMPTIONS**

- City will be responsible for required rezoning engagement. CONSULTANT will handle focus groups leading to the rezoning.
- City will provide 2 rounds of consolidated comments on the Summary Report
- Engagement during this phase will be Open House #3 and a specific zoning comment process for the notified properties.
- Upon completion of the study, control of the project website will be removed from the consultant and provided to the City of Fort Worth.

### **DELIVERABLES**

- A. Form Based Codes
- B. Action Plan with Key Projects
- C. Summary Report
- D. Presentation adoption process.

**Additional Services not included in the existing Scope of Services –** CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Evaluations outside the study area.
- Additional meetings beyond those identified in the scope of services.
- Negotiation of easements or property acquisition.
- Individual Zoning Correspondence

- Services related to development of the CITY's project financing and/or budget.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

**ATTACHMENT B  
COMPENSATION**

**Design Services for  
E. Berry Street Corridor Project  
City Project No. 104214  
Not to Exceed Sum Project**

**I. Compensation**

- A. The CONSULTANT shall be compensated an amount not to exceed **\$700,000** as summarized in Exhibit B-1 – Consultant Invoice and Section IV – Summary of Total Project Fees. The project budget shall be used for the services described in Attachment A, including all labor materials, supplies, and equipment necessary to deliver the services.
- B. The CONSULTANT shall be paid monthly payments as described in Section II - Method of Payment.

**II. Method of Payment**

- A. Partial payment shall be made to the CONSULTANT monthly upon City's approval of an invoice prepared and submitted by the CONSULTANT in the format and including content as presented in Exhibit B-1, Progress Reports as required in item III. of this Attachment B, and Schedule as required in Attachment D to this Agreement.
- B. The estimated current physical percent complete as required on the invoice shall be calculated from the progress schedule as required in Attachment D to this Standard Agreement and according to the current version of the City of Fort Worth's Schedule Guidance Document.
- C. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments.
- D. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.
- E. Each invoice should withhold five percent (5%) of the charged amount for retainage. Retainage will be released in full with satisfactory completion of each project task as identified in the scope (Exhibit A)

**III. Progress Reports**

- A. The CONSULTANT shall prepare and submit to the designated representative of the Transportation and Public Works Department monthly progress reports and schedules in the format required by the City.



## ATTACHMENT B COMPENSATION

### IV. Summary of Total Project Fees

Firm	Primary Responsibility	Fee Amount	%
<b>Prime Consultant</b>			
Kimley-Horn and Associates, Inc.	Project Management, Transportation Corridor Analysis, Economics	\$400,000	57.2%
<b>Proposed MBE/SBE Sub-Consultants</b>			
Livable Plans and Codes	Zoning and Development Concepts	\$140,000	20.0%
K Strategies Group	Engagement Coordination	\$70,000	10.0%
<b>Non-MBE/SBE Consultants</b>			
Mend Collaborative	Green Infrastructure	\$20,000	2.8%
ViewPro	ArcUrban	\$70,000	10.0%
<b>TOTAL</b>		<b>\$700,000.00</b>	<b>100%</b>

Project Number & Name	Total Fee	MBE/SBE Fee	MBE/SBE %
	\$ 700,000.00	\$210,000.00	30% %

City MBE/SBE Goal = \_10\_%

Consultant Committed Goal = \_\_30\_ %

City of Fort Worth Summary of Charges					
City Secretary Contract Num:	0	P. O. :	FW1020-000000	Project Number:	0
Application Period:	0	Application Number:	0	Application Date:	1/0/1900

[illegible]

## **ATTACHMENT "C"**

### **CHANGES AND AMENDMENTS TO STANDARD AGREEMENT**

Design Services for  
Berry Street Corridor Plan  
City Project No. 104214

No Changes



## ATTACHMENT D

### PROJECT SCHEDULE

Task 1.	Project Management and Coordination	Ongoing Month 1-18
Task 2.	Community Engagement Strategy	Ongoing Month 1-18
Task 3.	Assessment	Month 1-4
Task 4.	Analysis	Month 4-7
Task 5.	Concept Plan Alternatives	Month 7-10
Task 6.	Action Plan	Month 11-18

## ATTACHMENT E

### STUDY AREA MAP

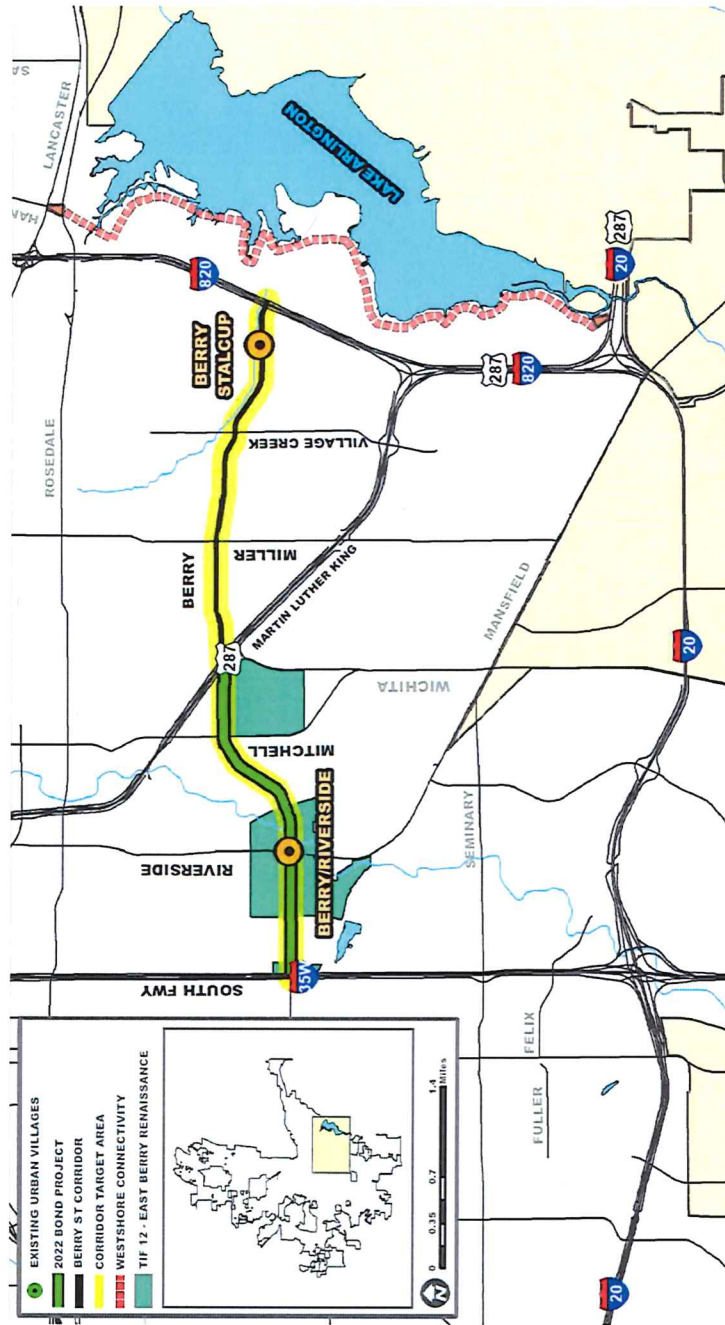


EXHIBIT \_\_F\_\_

CITY OF FORT WORTH

STANDARD INSURANCE REQUIREMENTS

(1) INSURANCE LIMITS

- a. Commercial General Liability – Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance as follows:

\$1,000,000 each occurrence

\$2,000,000 aggregate

If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this Project or location.

- i. City shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless City specifically approves such exclusions in writing.
  - ii. Insured waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with Agreement.
- b. Business Auto – Insured shall maintain business auto liability and, if necessary, commercial umbrella liability insurance as follows:

\$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis).

Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the Project. If Insured owns no vehicles, coverage for hired or non-owned is acceptable.

Insured waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Insured pursuant to this Agreement or under any applicable auto physical damage coverage.

- c. Workers’ Compensation – Insured shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability



insurance as follows:

- Coverage A: statutory limits
- Coverage B: \$100,000 each accident  
\$500,000 disease - policy limit  
\$100,000 disease - each employee

Insured waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by Engineer pursuant to this Agreement.

- d. Professional Liability (Errors & Omissions) – If appropriate, Insured shall maintain professional liability insurance as follows:

- \$1,000,000 - Each Claim Limit
- \$2,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for three (3) years following completion of services provided. The policy shall contain a retroactive date prior or equal to the Effective Date of the Agreement or the first date of services to be performed, whichever is earlier. An annual certificate of insurance shall be submitted to City to evidence coverage.

## (2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that Insured has obtained all required insurance shall be attached to Agreement concurrent with its execution. Any failure to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- b. Applicable policies shall be endorsed to name City as an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term City shall include its employees, officers, officials, and agents as respects the contracted services. Applicable policies shall each be endorsed with a waiver of subrogation in favor of City with respect to the Project.
- c. Certificate(s) of insurance shall document that insurance coverage limits specified in this Agreement are provided under applicable policies documented thereon. Insured's insurance policy(s) shall be endorsed to provide that said insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery. Insured's liability shall not be limited to the

specified amounts of insurance required herein.

- d. Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. City must approve in writing any alternative coverage for it to be accepted.
- e. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to City. A ten (10) days' notice shall be acceptable in the event of non-payment of premium.
- f. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A:VII or equivalent measure of financial strength and solvency.
- g. Any deductible or self-insured retention in excess of \$25,000 that would change or alter the requirements herein is subject to approval in writing by City, if coverage is not provided on a first-dollar basis. City, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to City.
- h. In the course of the Agreement, Insured shall report, in a timely manner, to City's Contract Compliance Manager any known loss or occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- i. City shall be entitled, upon its request and without incurring expense, to review Insured's insurance policies including endorsements thereto and, at City's discretion, Insured may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of this Agreement. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the Project until final payment and termination of any coverage required to be maintained after final payments.
- l. City shall not be responsible for the direct payment of any insurance premiums required by Agreement.
- m. Subcontractors of Insured shall be required by Insured to maintain the same or reasonably equivalent insurance coverage as required for Insured. Upon City's request, Insured shall provide City with documentation thereof.



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> 770-220-7699 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Union Fire Ins. Co.	
		<b>INSURER B:</b> Allied World Assurance Company (U.S.)	
		<b>INSURER C:</b> New Hampshire Ins. Co.	
		<b>INSURER D:</b> Lloyds of London	
		<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b>	

**COVERAGES** **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Projects. The City of Fort Worth, its employees, officers, officials, agents & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where required by written contract. Retroactive Date: 10/02/1967. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Fort Worth  
 200 Texas Street  
 Fort Worth, TX 76102-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*D. H. Gilling*



## DESCRIPTIONS (Continued from Page 1)

days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.  
Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 04/01/2022

forms a part of Policy No. WC015893685 (AOS)

Issued to Kimley-Horn and Associates, Inc.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS


3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

WC 42 03 04 B  
(Ed. 6-14)

Countersigned by



Authorized Representative

# CITY COUNCIL AGENDA



## [Create New From This M&C](#)

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**DATE:** 11/29/2022 **REFERENCE NO.:** \*\*M&C 22-1007 **LOG NAME:** 20BERRY STREET CORRIDOR CONTRACT  
**CODE:** C **TYPE:** CONSENT **PUBLIC HEARING:** NO  
**SUBJECT:** (CD 5, CD 8, and CD 9) Authorize Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the Amount Up to \$700,000.00 for the East Berry Street Corridor Project

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### **RECOMMENDATION:**

It is recommended that the City Council authorize execution of a professional services agreement with Kimley-Horn and Associates, Inc. in the amount up to \$700,000.00 for the East Berry Corridor project (City Project No. 104214).

### **DISCUSSION:**

On September 13, 2022, City Council approved Mayor and Council Communication 22-0689 which authorized funding for the East Berry Street Corridor project. The project extends from Interstate Highway 35 to Cravens Road, near the western shore of Lake Arlington. The corridor project will include project development for a multi-modal, walkable mixed-use corridor (City Project Number 104214).

This Mayor and Council Communication (M&C) recommends engaging Kimley Horn and Associates, Inc. to assist staff with this project. The project is expected to start in fall 2022 and be completed by winter 2023. Upon completion of the project there will be no anticipated impact on the General Fund operating budget.

The project was advertised for proposals on July 28, 2022 and August 4, 2022 in the *Fort Worth Star-Telegram*. On September 8, 2022 the following responses were received, reviewed and scored by a committee consisting of members from the Transportation and Public Works, Development Services and Economic Development Departments. The table reflects the final ranking of the respondents:

Ranking Order	Proposers	Score
1	Kimley-Horn and Associates, Inc.	89
2	Freese and Nichols, Inc.	83
3	HDR Engineering, Inc.	79
4	Design Workshop, Inc.	76
5	Burns & McDonnell, Inc.	74
6	Moore Iacofano Moore, Inc.	61

Kimley-Horn and Associates, Inc. was the highest ranked firm based on the following criteria: previous experience, effective planning processes and outcomes, project management structure and experience, availability of consultants, work quality and references, and additional services, ideas and measures.

Funding is budgeted in the Transportation and Public Works Department's General Capital Projects Fund & the TIRZ-General Capital Fund for the purpose of funding the Berry Street Corridor Plan project, as appropriated via M&C 22-0689.

M/WBE OFFICE - Kimley-Horn and Associates, Inc. is in compliance with the City's Business Equity Ordinance by committing to 32% Business Equity participation on this project. The City's Business Equity goal on this project is 10%.



The East Berry Street Corridor is located in COUNCIL DISTRICTS 5, 8, AND 9.

#### **FISCAL INFORMATION/CERTIFICATION:**

The Director of Finance certifies that funds are available in the current capital budget, as previously appropriated, in the General Capital Projects & TIRZ-General Capital Funds for the Berry Street Corridor Plan project to support the approval of the above recommendation and execution of the contract. Prior to any expenditure being incurred, the Transportation and Public Works Department has the responsibility to validate the availability of funds.

#### **TO**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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#### **FROM**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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#### **Submitted for City Manager's Office by:**

William Johnson (5806)

#### **Originating Department Head:**

Lauren Prieur (6035)

#### **Additional Information Contact:**

Monty Hall (8662)  
Kelly Porter (7259)

#### **ATTACHMENTS**

[20BERRY STREET CORRIDOR CONTACT FID table.xlsx](#) (CFW Internal)

[20BERRY STREET CORRIDOR CONTACT funds availability.pdf](#) (Public)

[Contract Compliance Memo Berry Street Corridor.pdf](#) (CFW Internal)

[E\\_Berry\\_St\\_Study\\_Area\\_Map.pdf](#) (Public)

[Form 1295 Certificate 100969291 Berry Street Corridor CPN 104214.pdf](#) (CFW Internal)

[SAM.gov\\_Search\\_Kimley\\_Horn.pdf](#) (Public)









# 104214-EPAG-E. Berry Street Corridor Design & Planning Study

Final Audit Report

2022-12-09

Created:	2022-12-09
By:	Andrea Munoz (Andrea.Munoz@fortworthtexas.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAGpBeUbAXy7qUbpcpWpKu4FJ_r7MS_ZWL

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# 104214-EPAG-E. Berry Street Corridor Design & Planning Study

Final Audit Report

2022-12-21

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