

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR PROPOSED ROUNDABOUT DESIGN
BEECHNUT STREET, MOBILITY BOND PROJECT NO. 17410**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Kimley-Horn And Associates, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for proposed roundabout design at Beechnut St at Mason Rd and Beechnut St at Peek Rd;

WHEREAS, Contractor represents that it is qualified and desires to perform such services;
and

WHEREAS, this is an Agreement not subject to the requirements of Texas Local Government Code Section 262.023 because the total compensation is below the statutory threshold.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as described in Contractor’s Proposal dated September 24, 2020 attached hereto as Attachment “A” and included herein for all purposes.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Attachment A. The Maximum Compensation for the performance of Services billed at the applicable rates as described in Attachment A is twelve thousand eight hundred dollars and no/100 (\$12,800.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of twelve thousand eight hundred dollars and no/100 (\$12,800.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed twelve thousand eight hundred dollars and no/100 (\$12,800.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin on Contractor's receipt of a notice to proceed and shall be completed without delay but no later than December 31, 2022. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Contractor does not control.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data

and material to County on request. Any modifications made by the County to any of the Contractor's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Contractor will be at the County's sole risk and without liability to the Contractor.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding

Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or

other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information or as required by law, provided, however, that the Contractor shall be allowed to retain one copy of all documents relied upon or produced in the performance of professional services.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: Kimley-Horn and Associates, Inc.
P O Box 951640
Dallas, TX 75395-1640
Attn: Simona Barbu

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all published and in effect as of the date of this Agreement federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Contractor represents it shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services

hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits/attachments, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[EXECUTION PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Scott R. Arnold
Authorized Agent – Printed Name

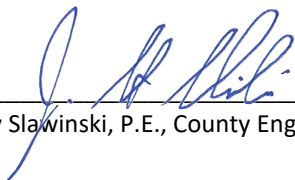
ATTEST:

Vice President
Title

Laura Richard, County Clerk

November 4, 2020
Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Michelle L. Turner, General Counsel Div. Chief.

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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ATTACHMENT A



September 24, 2020

Mr. Chris Debaillon, P.E., PTOE
Fort Bend County, TX
301 Jackson Street
Richmond, TX 77469

Re: Beechnut St at Mason Rd and Beechnut St at Peek Rd Proposed Roundabout Design and Peer Review Professional Services Agreement

Dear Mr. Debaillon:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Fort Bend County ("Client") for providing engineering analysis, preliminary roundabout geometric design, and third-party peer review for two proposed modern roundabouts.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management and Administration

Subtask 1.1 Status Report and Invoicing

A status report will be prepared and submitted to the City along with the associated invoice(s). Due to the scale of the project Kimley-Horn anticipates up to three (3) status reports and invoices as part of this project.

Subtask 1.2 Quality Assurance and Control

Kimley-Horn will follow our Quality Control and Assurance Program. The program involves a quality review process consisting of checked, backchecked, corrected, and verified review stages. This review procedure is conducted for each deliverable to be submitted to the Client.

Subtask 1.3 Kick-off Meeting

Kimley-Horn will host a virtual meeting with the Client to begin the exchange of data, review the roundabout locations, project design criteria, and discuss background information for the project. The kick-off meeting will have an approximate duration of one (1) hour and will be held via virtual meeting using Microsoft Teams, or a different Client-approved platform.

Subtask 1.4 Submittal Review Meetings

Kimley-Horn will facilitate up to two (2) project status/technical meetings throughout the portion of the contract. The date and time for these meetings will be coordinated between Kimley-Horn and the Client. Kimley-Horn will prepare agendas, materials, and meeting notes for each of these meetings. Each meeting will be scheduled to last approximately thirty (30) minutes.

Task 2 – Data Collection

Kimley-Horn will request and review the following information from the Client to perform the roundabout horizontal design and peer reviews:

- Previously prepared operational analysis and/or roundabout capacity analysis by others
- Aerial imagery provided by the Client or sourced by Kimley-Horn via nearmap.com.
- AutoCAD or MicroStation seed file (if the Client has a template CAD file)
- Topographic and boundary survey information (CAD files)
- Posted and design speeds for each connecting roadway
- The design vehicle (on-pavement vehicle, typically a local fire truck)
- The largest anticipated vehicle (accommodation vehicle, typically WB-62 for urban sites)
- Maximum fastest path entry speed, if different from NCHRP 672 guidance
- Historical ADTs for each roadway, if readily available
- Pedestrian accommodation preferences
- The proposed pavement section (Kimley-horn will assume rigid pavement unless directed otherwise by the City)

Design criteria will be discussed at the project kick-off meeting to determine the Client's preference prior to sketching commencing.

Task 3 – Preliminary Roundabout Designs

It is Kimley-Horn's understanding the Client will provide the proposed lane assignments for both roundabouts based on the Client's review and assumptions of future traffic volumes. Kimley-Horn will prepare horizontal roundabout geometry on top of aerial imagery within the CAD seed files provided by the Client at the two subject intersections based on the lane assignments provided by the Client. It is assumed topographic survey will be provided for this effort by the Client along with the files listed in Task 2. Proposed curb line work, pavement markings, lane use arrows, and pedestrian facilities/routing will be included in the design base file by Kimley-Horn.

Kimley-Horn will provide the Client with the CAD files of the proposed roundabouts with aerial imagery.

Kimley-Horn will respond to up to two (2) rounds of Client comments before providing the Client-approved CAD files (reference files and sheet files) to the Client.

Task 4 – Roundabout Performance Checks

Kimley-Horn will prepare fastest path speed and design vehicle performance checks for the proposed

roundabout horizontal geometry. Fastest path speed performance will comply with the Federal Highway Administration (FHWA) method as outlined within NCHRP Report 672. Design vehicle checks will include U-turns, left-turns, through movements and right-turns for all approaches using the Client-approved design and accommodation vehicle. All performance checks will be prepared and provided to the Client in CAD format.

Design vehicle turning movements will be provided in CAD format. Front axle, rear axle, and vehicle body envelopes will be reflected on these exhibits.

Entry and exit path tangency, phi/entry angle, and visibility-to-the-left checks will be provided in CAD format.

Task 5 – Third Party Roundabout Peer Review

Kimley-Horn will remain engaged with the project to provide milestone peer review of the civil drawings prepared by others for up to two (2) separate milestone peer reviews of the roundabout-related documents. Between milestone submittals Kimley-Horn will be available to the Client's engineer-of-record to assist with answering questions and providing roundabout-related guidance. Typical civil drawings to be peer reviewed by Kimley-Horn include the following:

- a. Roundabout Typical Sections
- b. Roundabout Paving Plan
- c. Roundabout Paving Details
- d. Roundabout Grading
- e. Roundabout Pavement Markings
- f. Roundabout Signage
- g. Roundabout Jointing Layout (if a rigid pavement section is proposed)
- h. Roundabout Illumination
- i. Roundabout Landscaping
- j. Roundabout Traffic Control Plan (if the project is to be constructed under full traffic or partial traffic conditions)

This limited evaluation may not disclose all errors or defects that might be in the plans. By conducting this limited evaluation, Kimley-Horn is not assuming responsibility for the content and accuracy of the plans, which remain the sole responsibility of the Engineer of Record.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- a) Roundabout design services beyond preliminary horizontal layout
- b) Operational Analysis Review
- c) Operational Analysis for Roundabout Capacity
- d) Post-construction safety assessment
- e) Public outreach and education (roundabout materials)

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- a) CAD files for the proposed two intersections
 - a. Topographic and Boundary Survey
 - b. Horizontal Alignments
 - c. Roadway Typical Sections (corridor)
 - d. Proposed Paving (corridor)
 - e. Proposed Pavement Markings (corridor)
 - f. Existing utilities (franchise and public)
 - g. County-preferred roundabout construction standards and details
 - h. Curb types (barrier, mountable, including dimensions of gutter pans if integral curbing is not being used)
- b) Previously prepared engineering studies or operational analysis reports
- c) Intersection and/or adjacent corridor traffic data
 - a. Historical traffic counts (ADTs or peak hour turning movement counts (TMCs))
 - b. Existing/recent peak hour turning movement counts
 - c. Opening year traffic projections (TMCs)
 - d. Interim year traffic projections (TMCs) – Opening year + 10 years
 - e. Horizon year traffic projections (TMCs) – Opening year + 20 years
 - f. Vehicle classification counts and/or percent trucks
 - g. Traffic growth rates, if projected traffic data is not provided by the Client

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed-upon schedule.

Due to the ever-changing circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

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Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Project Management and Administration	\$ 1,100.00
Task 2	Data Collection	\$ 600.00
Task 3	Preliminary Roundabout Designs	\$ 6,200.00
Task 4	Roundabout Performance Checks	\$ 2,400.00
Task 5	Third Party Roundabout Peer Review	\$ 2,500.00

Maximum Labor Fee **\$ 12,800.00**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.00 times cost. A percentage of labor fee (4.6%) 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 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: J.L. VonAhsen, P.E.
Senior Project Manager

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$120 - \$160
Professional	\$165 - \$205
Senior Professional I	\$205 - \$280
Senior Professional II	\$265 - \$315
Senior Technical Support	\$125 - \$185
Support Staff	\$85 - \$115
Technical Support	\$100 - \$125

Effective through June 30, 2021

Subject to annual adjustment thereafter