

STATE OF TEXAS §
 §
COUNTY OF COLLIN § AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in Engineering Services for Bethany west of US 75 (the "Project"); and

WHEREAS, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or materials prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services outlined in Exhibit "A."

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The specific services to be provided under this Agreement are yet to be determined. In many cases the services provided under this Agreement may be immediate in nature. Thus, the anticipated schedule will be determined based on need and agreed to in writing as part of the specific "work authorization."

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of one hundred fifty-seven thousand nine hundred eighty Dollars (\$ 157,980.00).

4.2 Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.3 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Notice to Proceed

Professional shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Professional prior to Professional's receipt of a written Notice to Proceed from City shall be entirely at Professional's own risk. Work performed and expenses incurred after Professional has received

a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VI Suspension of Work

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

7.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

7.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

7.4 The Professional shall submit monthly progress reports and attend progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

8.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

8.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

8.8 Conflicts of Interests. The Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

8.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Peter H. Vargas
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: David Halloin
12750 Merit Drive, Suite 1000
Dallas, Texas 75251

With a copy to:

8.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

8.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

+/-

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Chris Flanigan, Director of Engineering

ATTEST:

By: _____
Shelley B. George, City Secretary

EXECUTED this 17th day of April, 2017.

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Name: ERIC Z. SMITH

Title: ASSISTANT SECRETARY

EXHIBIT "A"
Scope of Services

(to be attached)

Exhibit "A" Scope of Services

Project Understanding

This Agreement is intended for engineering services related to geometric roadway design, signal design, and traffic signal operations, inclusive of the intersections with Watters Road and Watters Creek Drive intersections. These intersections currently have shared through-left lanes on north-south approaches, requiring inefficient split-phased signal operations. The focus of this project is mostly to modify northbound and southbound intersection approaches to include dedicated left-turn lanes that can operate concurrently, and increasing overall capacity of these approaches. These improvements, in conjunction with a change to flashing-yellow operations for protected-permitted left-turn movements will allow for increased intersection capacity and increased operational efficiency.

Professional Services

Project Management and Control

\$10,500 – Lump Sum

Project Control and Management

Specific activities include coordination of internal resources; subconsultant coordination; review, verification, and approval of subconsultant(s) services; and ongoing reassessments of contract and schedule adherence.

Project Records and Files.

The Professional will develop a project filing system which will be maintained in the Professional's offices for the life of the project. This filing system will also allow electronic files to be backed up with duplicate copies stored at an off-site location.

Schedule

The Professional will develop a baseline schedule to depict the Project workflow based on the structure described within this scope of services. This schedule will present estimated task durations. If the actual Project schedule deviates from the original schedule, the Professional will generate a revised schedule to depict actual progress against the original baseline schedule. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Professional does not control.

Status Reports and Invoicing

Monthly status reports will be prepared and submitted to the City along with invoices. The status reports will contain a concise report of Project progress and contract fulfillment. The report will address technical progress, contract progress, and management related topics. Invoicing will reflect percent complete for lump-sum tasks, and actual hourly effort for time-plus-expense tasks. Monthly invoicing will be part of the status report package.

Project Status and Review Meetings

Status and review meetings are identified in the scope and fee for each particular work area. Those meetings can be addressed separately by task, or multiple tasks can be reviewed in a single meeting, to reduce the number of actual meetings if schedules for multiple tasks allow this to take place (i.e. one meeting to review plans for multiple design tasks).

Quality Assurance

The Professional will utilize the Professional's Quality Control procedures. This task includes steps taken during the Project to monitor the progress of reports, data and Project material for compliance with agreed upon Project deliverable expectations.

Kickoff Meeting

It is anticipated that up to five representatives of Professional will attend an initial Kickoff meeting with City and Stakeholders to discuss the overall project, share information, discuss schedule, and further establish project specifics.

Data Collection**Survey**

\$19,500 – Lump Sum
(Watters Creek \$10,500; Watters \$9,000)

1. Data Collection and Property Research
 - Gather existing plat information.
 - Collect property owner and record information.
 - Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified. *We cannot guarantee all easements will be found. We would need to retain a title company or abstractor to insure all easements are shown.*
 - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
 - Establish horizontal control points.
 - Establish a vertical control benchmark circuit as needed throughout the project.
 - Set control points, which will be based on NAD-83 on both sides of the roadway.
 - Perform a limited field survey to identify and locate certain existing topographic elements within the survey limits. Survey is anticipated to consist of:
 - Property corner monumentation
 - Existing pavement (including material type), curbs, sidewalks, barrier free ramps
 - Roadway pavement markings
 - Existing storm sewer inlets, manholes, junction boxes (including culvert sizes, material type and invert elevations)
 - Storm sewer outfalls, bridges, and erosion control
 - Existing driveway culverts and swales including flow lines
 - Guardrail
 - Surface visible indications of utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Utility markings placed in the field by one call services
 - Street signs (excluding temporary signs)
 - Trees (Dense stands of trees and those outside the ROW can be generally described by their limits) *Includes tree 6" and larger. We will not include tagging or identification by arborist.*
 - Exterior wall of buildings and permanent structures
 - Retaining walls
 - Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
 - Prepare cross-section field notes.

Traffic Counts

\$1,200 –Lump Sum
(Watters Creek \$700; Watters \$500)

Turning movement counts will be collected for four two-hour periods at both project intersections. AM, Midday, PM, and Saturday peak counts will be tabulated in 15-minute increments and will include pedestrian volumes.

Geometric Design

\$53,980 – Lump Sum
(Watters Creek \$25,980; Watters \$28,000)

The scope of services includes the development of roadway and sidewalk improvements along Bethany in the City of Allen. The fee associated with this scope assumes a single set of plans can be used to bid the project related to both intersections together. The improvements provided in this scope of services include the following:

1. Construction Plans for the installation of an additional northbound Watters Creek lane, providing for a left, through, and right configuration at Bethany.
2. Construction Plans for the extension of the eastbound right-turn lane on Bethany back to the Watters Creek Blvd. intersection.
3. Construction Plans for the widening and extension of the southbound left-turn bay onto Bethany from S Watters Rd, resulting in two left-turn lanes, one through-only lane, and the existing right-turn lane.
4. Construction Plans for the reconfiguration of the Watters Rd northbound departure lanes.
5. Construction Plans for the reduction of median on Watters Dr. south of Bethany and installation of the northbound left-turn bay onto Bethany. Resulting in one left turn lane, two through-only lanes, and one right turn lane northbound, two southbound lanes, and reconfigured pedestrian crosswalk.
6. Construction Plans for sidewalk along the east side of Watters Rd., south of Bethany.
7. Construction Plans for sidewalk along the west side of Watters Creek Blvd., south of Bethany.
8. City Coordination

Task Management

1. Project Communication
2. Develop project contact list
3. Conduct up to two (2) meetings with the City. Additional meetings will be billed hourly.
4. Franchise Utility Coordination
 - Identify franchise utility contacts
 - Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
 - Notify the City and franchise utility companies if any relocations are required
 - Submit one set of each submittal (75% and 100%) during final design and the project schedule to each affected franchise utility for their review and comment
 - Coordinate with franchise utility companies and inform them of necessary relocations
 - Meetings with franchise utility companies will be billed hourly.
5. Develop project production plan
6. Document design criteria chart
7. Develop design schedule (coordinate with City)

Roadway

1. Prepare preliminary roadway horizontal and vertical alignments.
2. Incorporate improvements designed by others for the north side of the Watters Creek & Bethany intersection, as provided by the City in CADD format.
3. Prepare existing and proposed typical sections
 - Display subgrade and proposed pavement section as recommended by Geotechnical Engineer or City
4. Prepare preliminary plan and profile. Items to be included:

- Plan
 - Control data
 - Existing right-of-way
 - Existing topography
 - Existing pavement (from as-built plans)
 - Proposed centerline alignment and horizontal curve data
 - Proposed transition pavement tie-ins to existing pavement
 - Existing driveway locations
 - Existing water line locations (supplied by City)
 - Existing franchise utility locations (relying upon information provided by franchise utilities)
 - Profile
 - Existing Ground Profile and Proposed Vertical Alignment
5. Incorporate the design submittal review comments
 6. Prepare plan / profile sheets. The final bid documents will be 11"x17" plan sheets at a scale of 1"=40' horizontal, and 1"=10' vertical
 7. Prepare roadway details to clarify intent of design
 8. Compile applicable City and TxDOT standard details. Modify standard details as needed.

Drainage

1. Develop the project drainage area map
 - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows
2. Analyze storm sewer drainage improvements required to accommodate the additional roadway width
3. Incorporate the design submittal review comments

Storm Water Pollution Prevention Plan

1. Prepare erosion control plan
2. Prepare EPIC Sheet

Traffic

1. Traffic Control Plans
 - For each phase of construction: Develop plan identifying construction sequence showing:
 - Travel lanes and construction area for each phase of construction
 - Temporary signing and striping, barricades, and other channelization devices
 - Narrative of the sequence of work
 - Vehicle detour routing during construction (if necessary)
 - Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area
 - Prepare traffic control details to clarify intent of design
 - Compile applicable City or TxDOT standard details.
2. Pavement Markers and Marking Plans
 - Prepare pavement markers and marking layouts in accordance with City and TxDOT design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - Prepare details to clarify intent of design
 - Compile applicable City and TxDOT standard details. Modify standard details as needed.
 - Prepare signing layout in accordance with Town design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)

General Notes and Specs

Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.

OPCC

Compile and update the overall opinion of probable construction cost using recent average unit bid prices which are representative of similar types of construction in the local area. Because the Professional does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Preliminary design submittal (75%)

1. Submit three (3) copies to the City for review and comment
2. Submittal shall include the following:
 - Preliminary roadway alignment (plan and profile)
 - Preliminary drainage area map
 - Preliminary opinion of probable construction cost

Incorporate the design submittal review comments

Prepare the final opinion of probable construction cost

Final design submittal (100%)

1. Submit three (3) full-size (11"x17") sets of plans and specifications to the City
2. Submit the final opinion of probable construction cost
3. Review comments from the previous review, and a written response to the review comments.

Traffic Signal Modification (Bethany Drive & Watters Creek Blvd.)**\$14,500 – Lump Sum****Project Meetings**

1. At the outset of the Project, the Professional will prepare for and attend one meeting with the City to discuss project requirements and any special design or coordination needs.
2. After the 60% submittal, the Professional will prepare for and attend one meeting with City staff to receive comments.

Base Map and Specifications Assembly

1. The Professional will conduct a field investigation to verify existing signage and traffic control devices. This along with the topographic survey and proposed auxiliary lane improvements will form the basis for signal modification.
2. The Professional will use applicable City design standards and specifications.

Design Elements

The modification will consist of the following:

1. Install new signal pole, pedestrian enhancements on the SE corner,
2. Install new signal pole, pedestrian enhancements on the NE corner,
3. Pedestrian enhancements on the NW corner,
4. Install new signal pole, pedestrian enhancements on the SW corner.
5. Relocate traffic signal control cabinet to a yet to be determined location. The signal control cabinet will be provided by the City of Allen, and noted as such in the plans.

Design Phase

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation V8. The design will be based on and include information gathered during the initial kick-off meetings. The traffic signal design will include the following plan sheets.

1. Traffic Signal Notes
2. Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
3. Traffic Signal Layout Sheets including overhead signs and pedestrian elements
4. Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, Loop detectors, and general notes
5. Traffic Signal Elevation Details
6. Standard Detail Sheets as may be applicable

Deliverables:

The Professional project deliverables will include:

1. 60% Submittal – Professional will prepare and submit three (3) sets of construction drawings to the City for distribution and review.
2. 90% Submittal -- Professional will submit plans and specifications/special provisions in accordance with the 90% submittal format, review comments from the previous review, and a written response to the review comments.
3. 100% (Final) Submittal -- Professional will provide one full set of sealed original drawings and one full set of specifications/special provisions.

Traffic Signal Modification (Bethany Drive & Watters Blvd.)

\$9,000 – Lump Sum

Project Meetings

1. At the outset of the Project, the Professional will prepare for and attend one meeting with the City to discuss project requirements and any special design or coordination needs.
2. After the 60% submittal, the Professional will prepare for and attend one meeting with City staff to receive comments.

Base Map and Specifications Assembly

1. The Professional will conduct a field investigation to verify existing signage and traffic control devices. This along with the topographic survey and proposed auxiliary lane improvements will form the basis for signal modification.
2. The Professional will use applicable City design standards and specifications.

Design Elements

The modification will consist of the following:

1. Pedestrian enhancements on the NE corner; signal pole to remain;
2. Pedestrian enhancements on the NW corner, signal pole to remain;
3. Pedestrian enhancements on SW corner, signal pole to remain;
4. Pedestrian enhancements on SE corner, signal pole to remain;
5. Signal Cabinet and service shall remain.

Design Phase

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation V8. The design will be based on and include information gathered during the initial kick-off meetings. The traffic signal design will include the following plan sheets.

1. Traffic Signal Notes
2. Existing Conditions Sheet (where applicable) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
3. Traffic Signal Layout Sheets including overhead signs and pedestrian elements
4. Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, timing table, Loop detectors, and general notes
5. Traffic Signal Elevation Details
6. Standard Detail Sheets as may be applicable

Deliverables:

The Professional project deliverables will include:

1. 60% Submittal – Professional will prepare and submit three (3) sets of construction drawings to the City for distribution and review.
2. 90% Submittal -- Professional will submit plans and specifications/special provisions in accordance with the 90% submittal format, review comments from the previous review, and a written response to the review comments.
3. 100% (Final) Submittal -- Professional will provide one full set of sealed original drawings and one full set of specifications/special provisions.

Bid Phase Services (Intersection Improvements) Hourly (Fee + Expense) [not to exceed \$5,500]

Professional will provide the bid phase services specifically stated below, as authorized by the City:

Bid Document Preparation

Professional will prepare and assemble construction bidding documents. Professional will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Professional will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. Professional will prepare a written summary of this tabulation and evaluation.

Construction Phase Services (Intersection Improvements)**Hourly (Fee + Expense) [not to exceed \$14,500]**

Professional will provide the construction phase services specifically stated below, as authorized by the City. Services not included under this task are intentionally excluded from the services being provided by Professional, and would be considered additional services.

Pre-Construction Conference

Professional will attend one Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction

Professional will make visits at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by Professional are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Professional will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Professional will keep City informed of the general progress of the Work.

Professional shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Professional neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. The Professional is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defective Work

Professional will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Professional believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations

Professional will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

Change Orders

Professional may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples

Professional will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal"

Professional will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Substantial Completion

Professional will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, Professional considers the Work substantially complete, Professional will notify City and Contractor.

Final Notice of Acceptability of the Work

Professional will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Professional may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Professional shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Professional's knowledge, information, and belief based on the extent of its services and based upon information provided Professional upon which it is entitled to rely.

Signal Operations**\$8,800 – Lump Sum**

Following construction of intersection and signal improvements, new signal timing and operational strategies will be put into operation. New turning movement count data will be used, in conjunction with near-term traffic projections, to develop new AM, Midday, PM, and Weekend Peak timing strategies for the project intersections. New signal timing will make use of project signal and intersection improvements to allow coordination with the US 75 diamond interchange, while also serving northbound and southbound traffic at the project intersections. The US 75 frontage roads were under construction when new timing was last implemented on Bethany, so adjustments to best allocate time to each movement at the interchange will also be considered as part of the fine tuning of this group of intersections.

Development of New Timing Plans

Existing Synchro™ signal timing models will be updated to reflect modified intersection geometry, changes to signal control hardware (such as flashing yellow arrows), modified pedestrian crossings, and updated traffic volumes at the project intersections. These models will then be used to develop new signal timing strategies for implementation. Previously developed timing sheets for these signals will be updated for use by the City in the implementation process.

Implementation and In-Field Fine Tuning

The City will initially make the signal timing changes in the controllers, and the Professional will work with City staff to identify field adjustments for optimized coordination between US 75 and the project intersections. For purposes of this Agreement, it is assumed that in-field fine tuning will be limited to 24 hours, inclusive of travel to and from the project area.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Meetings beyond those specifically identified above
- SUE services
- Preparation of easements or right-of-way documents
- Redesign of storm sewer

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 billing rates. Additional services that can be provided include, but are not limited to, the following

- Meetings, beyond those specifically identified in the scope
- SUE services
- Preparation of easements or right-of-way documents
- Redesign of storm sewer
- Development of special traffic signal timing plans
- Signal details for additional hardware modifications

Information Provided by City

Professional shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. Specific items the City will need to provide to the Professional are identified below:

- Previous pavement design for Watters Road
- Previous pavement design for Bethany Road turn bay extension
- Previous pavement design for Watters Creek, south of Bethany
- Roadway design files for the Watters Creek intersection improvements north of the project area
- Previous hydraulic calculations for Watters Road

Schedule

We will provide our services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, with the goal of meeting the City's timeline for having construction completed.

Fee and Expenses

Professional will perform the following tasks on a lump-sum fee basis.

Lump Sum Tasks	Budget
Project Management and Control	\$ 10,500
Data Collection - Survey	
Watters Creek	\$ 10,500
Watters Road	\$ 9,500
Data Collection - Traffic	
Watters Creek	\$ 700
Watters Road	\$ 500
Geometric Design (Roadway & Sidewalk Elements)	
Watters Creek	\$ 25,980
Watters Road	\$ 28,000
Traffic Signal and Pedestrian/ADA Modifications	
Watters Creek	\$ 14,500
Watters Road	\$ 9,000
Signal Operations (Coordination with US 75 diamond)	\$ 8,800
Subtotal of Lump Sum Tasks	\$ 117,980

Professional will perform the services listed below on a labor fee plus expense basis, with the maximum labor fee not to exceed the individual budgets below without prior authorization from City.

Hourly Task	Budget
Bid Phase Services - Intersection Improvements	\$ 5,500
Construction Phase Services - Intersection Improvements	\$ 14,500
Additional Meetings	\$ 5,000
Contingency	\$ 15,000
Subtotal of Hourly Tasks	\$ 40,000

Project Total Budget	\$ 157,980.00
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For hourly tasks, 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 1.15 times cost. A percentage of labor fee (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. All permitting, application, and similar project fees will be paid directly by the City. Any lump-sum work authorizations will be billed monthly based on percentage complete.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Attachments:

- Survey Limits
- **Intersection Improvements Concept Drawing**

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

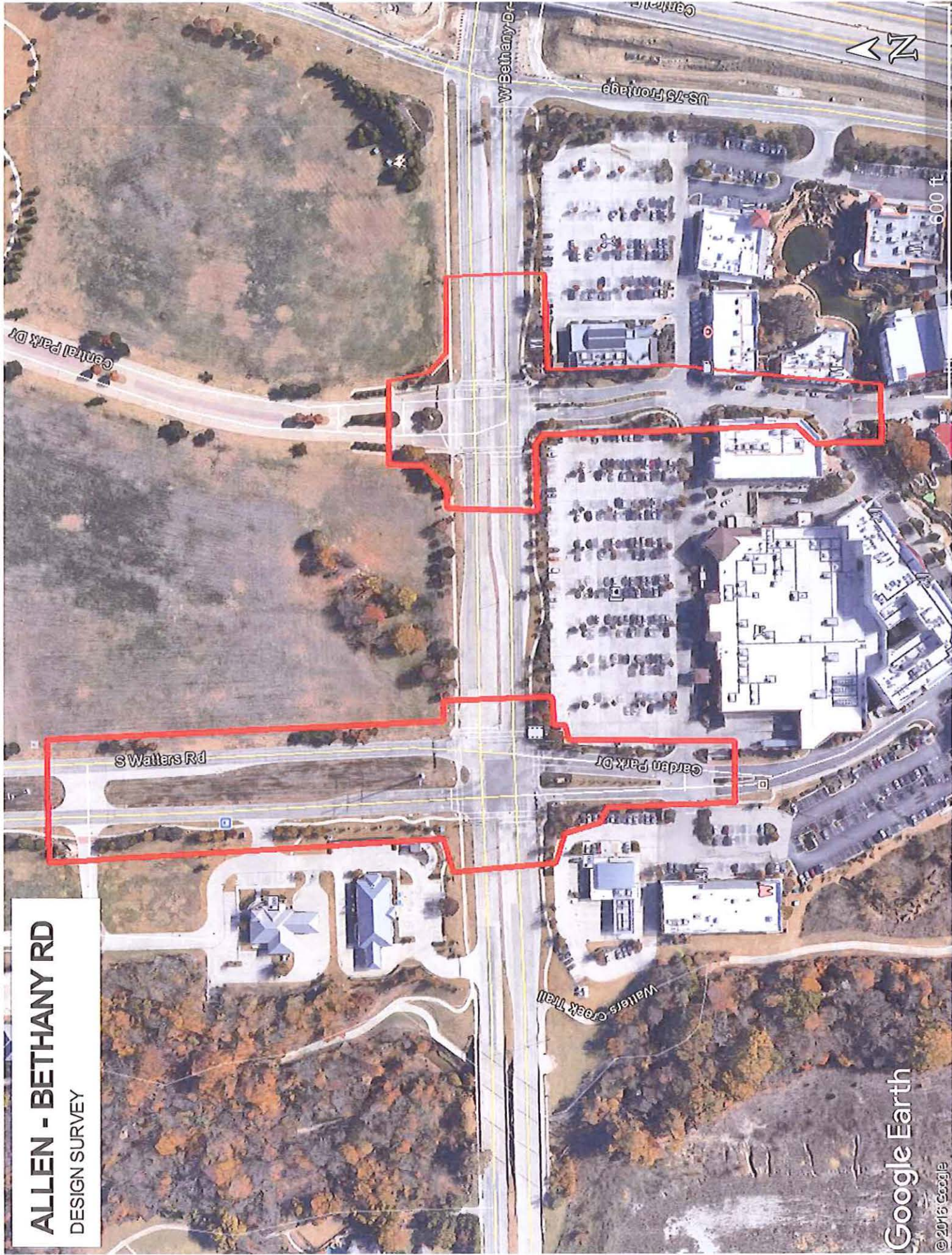
(Hourly Rate)

Senior Professional I	\$230 - \$250
Senior Professional II	\$190 - \$240
Professional	\$150 - \$205
Analyst	\$145 - \$165
Designer	\$170 - \$180
Technical Support	\$65 - \$160
Clerical/Administrative Support	\$70 - \$125


Effective July 2016

ALLEN - BETHANY RD

DESIGN SURVEY





 CITY OF ALLEN	PROJECT: BETHANY & WATTERS			
	DESC: INTERSECTION IMPROVEMENT			
	SCALE:	DATE:	REV DATE:	SHEET:
	1"=50'	5/11/17		1 OF 1