

LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and Kimley-Horn and Associates, Inc. (referred to herein as “Contractor”), collectively the “Parties”. This Agreement is made this 30th day of April 2020.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to:

Provide Plans, Specifications, and Estimate (PS&E) for a new signal installation at the intersection of SH 201 (Clear Creek Road) and Bunny Trail. (the “Project”). Included in the Scope are preparation of contract documents and construction contract administration support. Refer to Exhibit A for the scope of services to be performed.

Term of Agreement. This Agreement shall commence on the 30th day of April 2020, and terminate 280 days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

___ at the rate of \$ ___ per hour; or

X for the lump sum payment of \$ 36,425.00 to be invoiced monthly at a percentage of the work completed.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) to the extent caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

By signing this contract, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNED, ACCEPTED AND AGREED TO this 30th day of April, 2020, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle, City Manager
City of Killeen



Printed: Scott R. Arnold
Title: Vice President

EXHIBIT A

SCOPE OF SERVICES

Kimley-Horn (the "Engineer") will be responsible for the proper, accurate, and adequate design and preparation of plans, specifications, and construction contract documents and for construction contract administration support for the Project. The Project generally includes Plans, Specifications, and Estimate (PS&E) for a new signal installation at SH 201 (Clear Creek Rd) at Bunny Trail.

The above intersection is an unsignalized T-intersection and operates under 'Two-Way' stop control on Bunny Trail. The proposed signal plans will be prepared for a 3-leg intersection, with poles placed with space for a future 4th leg to the south of SH 201 (Clear Creek Rd), if desired.

Design services related to the design and plan production for this project will be performed in accordance with the current City of Killeen Infrastructure Design and Development Standards Manual (IDDSM) and TxDOT Design and Construction Standards. Plans will be prepared on 11" x 17" sheets per TxDOT criteria and 2014 TxDOT Specifications.

This project will be developed utilizing Microstation V8i and Bentley Geopak V8i.

Due to the everchanging 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.

TASK 1 PROJECT MANAGEMENT

Project management spans the entire duration of the project and involves monitoring and coordination of services provided to the City to assure timely and efficient completion of the project.

This task consists of project control and scheduling, documentation, reporting requirements, and quality control. The Engineer will conduct project review and design specific technical meetings under this subtask. However, it is assumed that the project will be let and constructed by a contractor selected by the City. The Engineer has assumed the following meetings in this scope:

- (a) One (1) 30% plan review teleconference meeting;
- (b) Two (2) utility coordination meetings;
- (c) One (1) 90% design review teleconference
- (d) One (1) 100% design review teleconference
- (e) Meetings with TxDOT, as needed, to coordinate comments and design preferences

TASK 2 DATA COLLECTION AND SURVEY

The Engineer will conduct field reconnaissance to verify existing conditions at the above location.

The Engineer will coordinate with 811 utility locate services and the City of Killeen utility locate service to determine approximate locations of underground utilities and overhead power. The limits of the utility locating will be within the Right-of-Way (ROW), extending approx. 200 feet down each intersection leg (3 legs) from the center of the intersection. The Engineer will coordinate with TxDOT for as-built record drawings to approximate the existing ROW boundaries.

The Engineer will rely on the City to provide GIS shapefiles showing locations of their utilities, obtain copies of utility plans in the area, obtain copies of plans for any improvements constructed in the area.

TASK 3 PLANS, SPECIFICATIONS & ESTIMATE

A. SIGNAL DESIGN PLANS

The Engineer will develop plans to install new traffic signal at the intersection of SH 201 (Clear Creek Rd) and Bunny Trail.

- (a) The signal plans will be prepared at a scale of 1"=40' and will include the following sheets:
 - (i) Cover sheet including project name, location map, signature blocks, and applicable standards.
 - (ii) Existing Conditions sheet will show locations of existing traffic control devices, underground, and overhead utilities at the intersection. No survey will be conducted and Consultant will rely on latest aerials and a field visit.
 - (iii) Signal Layout sheet will show the locations of proposed signal poles, pedestrian poles (if needed), signal heads, communication equipment, electrical conduits, ground boxes, signal cabinet, new electrical service, existing utilities, and right of way. Locations of pedestrian poles and pedestrian access ramps will be designed in conformance with ADA requirements, if these facilities are deemed necessary. Due to lateral and vertical clearance required from an overhead electric line (per the State law), the Engineer will coordinate with the City before finalizing locations of signal poles, where applicable.
 - (iv) Signal Elevation sheet will show placement of signal heads on a mast-arm and vertical clearance required for the mast-arm.
 - (v) Conduit Chart and Electrical Wiring sheet will show the type and number of electrical wires in each conduit run. A new electrical service will be designed to support total electrical load due to the new traffic signal and safety lighting at the intersection. The electrical service will include two separate circuits for traffic signal and illumination. At the 30% field review meeting, the Engineer will coordinate with the City and local electric service provider to determine location of new electrical service.
 - (vi) Phasing & Detection sheet will show the proposed phasing at each intersection. Phasing and signal-heads for left-turn movements will be designed in conformance with 2011 Texas MUTCD. Video detection details for each movement will also be shown.
 - (vii) Accessible Pedestrian Signal (APS) load switch assignment sheet
 - (viii) Pavement Markings sheet
 - (ix) Quantities sheet will be provided for the intersection.
- (b) The Engineer will use latest TxDOT general notes issued by the Waco District and update appropriately as required for traffic signals.

B. STANDARDS, SPECIFICATIONS, AND ESTIMATE

- (a) The Engineer will download the appropriate City and TxDOT standards from the City or State web site, as appropriate. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
- (b) The Engineer will provide a list of applicable special specifications for traffic signals. If needed, the Engineer will develop or modify up to four (4) unique special specifications where an existing statewide specification is unavailable.
- (c) An opinion of probable construction cost will be prepared at the 90% and prior to final PS&E submittal and supplied to the City in Microsoft Excel format.

TASK 4 BIDDING PHASE SERVICES

The Engineer will:

- (a) Prepare contract bid documents (Project Manual), including bid form, specifications, special specifications, and special provisions.
- (b) Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- (c) Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction.
- (d) Attend one (1) pre-bid and one (1) bid opening meeting.
- (e) Preparation of required TxDOT documentation, forms, and certifications for TxDOT letting requirements.

TASK 5 CONSTRUCTION PHASE SERVICES

The Engineer will:

- (a) Respond to Requests for Information - RFIs (up to 3 RFIs): Respond to reasonable and appropriate Contractor RFI and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Project Manual will be made by City.
- (b) Review Contractor Submittals and Shop Drawings (up to 8): 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.
- (c) Plan Revisions for Field Changes (up to 4 sheets): Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.
- (d) Attend Meetings (up to 3 meetings): Engineer will attend meetings at the project site and progress meetings as requested. This may include pre-construction meetings with the City and up to two (2) site meetings, including final walk through.
- (e) Provide as-built drawings based upon the Contractor and Inspector comments.

DELIVERABLES

1. 30% Plans Submittal
 - (a) Existing Conditions
 - (b) Proposed Signal Layout
 - (c) Signal Elevation
2. 90% Plans Submittal
 - (a) Title Sheet & Index
 - (b) General Notes
 - (c) Existing Conditions
 - (d) Proposed Signal Layout
 - (e) Signal Elevation
 - (f) Electrical Wiring
 - (g) Phasing and Detection
 - (h) Signs and Markings
 - (i) APS Load Switch Assignment
 - (j) Estimated Quantities
 - (k) City/TxDOT Standards (including Traffic Control Plans standards)
 - (l) Opinion of Probable Construction Cost Estimate
3. 100% Plans Submittal
 - (a) Address any comments to plan sheets from 90% submittal
 - (b) Issue signed and sealed plan sheets
 - (c) Final cost estimate
4. Project Manual

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This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and Kimley-Horn and Associates, Inc. (referred to herein as “Contractor”), collectively the “Parties”. This Agreement is made this 30th day of April 2020.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to:

Provide Plans, Specifications, and Estimate (PS&E) for a new signal installation at the intersection of Elms Road and Tallwood Drive. (the “Project”). Included in the Scope are preparation of contract documents and construction contract administration support. Refer to Exhibit A for the scope of services to be performed.

Term of Agreement. This Agreement shall commence on the 30th day of April 2020, and terminate 240 days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

___ at the rate of \$ ___ per hour; or

X for the lump sum payment of \$ 33,325.00 to be invoiced monthly at a percentage of the work completed.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
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On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) to the extent caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

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By signing this contract, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNED, ACCEPTED AND AGREED TO this 30th day of April, 2020, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle, City Manager
City of Killeen



Printed: Scott R. Arnold
Title: Vice President

EXHIBIT A

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Kimley-Horn (the “Engineer”) will be responsible for the proper, accurate, and adequate design and preparation of plans, specifications, and construction contract documents and for construction contract administration support for the Project. The Project generally includes Plans, Specifications, and Estimate (PS&E) for a new signal installation at Elms Rd at Tallwood Dr.

The above intersection is an unsignalized 4-legged intersection and operates under ‘Two-Way’ stop control on Tallwood Drive. The proposed signal plans will be prepared for control of all 4 legs of the intersection.

Design services related to the design and plan production for this project will be performed in accordance with the current City of Killeen Infrastructure Design and Development Standards Manual (IDDSM) and TxDOT Design and Construction Standards. Plans will be prepared on 11” x 17” sheets per TxDOT criteria and 2014 TxDOT Specifications.

This project will be developed utilizing Microstation V8i and Bentley Geopak V8i.

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 - (c) Existing Conditions
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