



October 13, 2021

Andrew Zagars, P.E.
City Engineer
PW-Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157

***RE: Bunny Trail Preliminary Design
Austin, Texas***

Dear Mr. Zagars,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or the “Engineer”) is pleased to submit this letter agreement (the “Agreement”) to City of Killeen (the “Client” or the “City”) to provide consulting engineering and sub-consultant services for the referenced project.

PROJECT UNDERSTANDING

Kimley-Horn will be responsible for the design and preparation of schematic for the Project. The Project generally consists of completion of preliminary schematic design, drainage analysis, survey, subsurface utility engineering, environmental compliance, geotechnical investigation, and traffic analysis for reconstruction improvements to approximately 5,500 linear feet of Bunny Trail from Stan Schlueter Loop to Canadian River Loop. This project will consist of drainage improvements to the intersection of Stan Schlueter Loop and Bunny Trail.

We have included in the following Scope of Service the services that are anticipated to meet the Client’s needs for the proposed development.

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SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Killeen agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings, most will be held at the City of Killeen offices.
- Provide As-Built plans and design files for previous projects along Bunny Trail
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described in Sections 1 through 9 including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) McGray and McGray Land Surveyors, Inc (McGray) – Survey
- (2) The Rios Group (TRG) – Subsurface Utility Engineering
- (3) Raba Kistner Consultants, Inc. (RKCI) – Geotechnical investigation and Pavement Engineering
- (4) Quality Counts, LLC – Traffic counts

1. PROJECT ADMINISTRATION AND COORDINATION SERVICES

The Engineer will:

- 1.1. Assemble a Project team comprised of the City's representatives and the Engineer's representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.
- 1.2. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.

- 1.3. The Engineer will prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval. The Engineer will prepare weekly progress updates.
- 1.4. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
- 1.5. The Engineer will attend up to two (2) coordination meetings with TxDOT. Meeting minutes and agenda will be prepared by the Engineer for the meetings.
- 1.6. The Engineer will perform virtual bi-weekly internal project team coordination meetings estimated at one (1) hour each. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
- 1.7. The Engineer will perform virtual monthly coordination Teams meetings with City estimated at one (1) hour each. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

2. ENVIRONMENTAL SERVICES

The environmental documentation consists of compliance with U.S. Army Corps of Engineers (USACE) and coordination with Texas Historical Commission (THC) as follows:

- 2.1. Aquatic Resources Delineation and Preliminary Jurisdictional Analysis
 - Kimley-Horn will perform an Aquatic Resources Delineation in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement (Great Plains Region) as detailed below.
 - Kimley-Horn will perform a desktop review by locating readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, National Hydrography Dataset (NHD), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.
 - Kimley-Horn will perform a site visit to evaluate the existence and locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed if applicable. The ordinary high-water mark (OHWM) for streams will be identified in the field. Following the site visit, Kimley-Horn will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with sub-meter accuracy. Kimley-

Horn will provide the Client with PDF and AutoCAD versions of the aquatic resources files in the correct coordinate system.

- Kimley-Horn will prepare a report for the project documenting the results of the aquatic resources delineation performed onsite. The report will address the applicable regulatory framework, describe the assessment methodology, limitations, and findings, provide site-specific conclusions and jurisdictional analysis of identified features, and provide recommendations pertaining to compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. The report will also include applicable maps/exhibits, site photographs, and data sheets/forms. If the Client provides Kimley-Horn with a preliminary site plan, Kimley-Horn will overlay the site plan with the results of the aquatic resources delineation (aquatic features onsite) to evaluate potential USACE permitting implications (if any). USACE permitting implications will be discussed with the Client.
- This Task does not include consultation with the USACE, including pursuit of a No Permit Required letter, Approved Jurisdictional Determination (AJD), or Department of Army permit.
- It is important for the Client to understand that the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this agreement. Observations will be made under the applicable regulatory guidance at the time of the observations.

2.2. TXDOT Environmental Checklist

- Kimley-Horn will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. Kimley-Horn will complete desktop studies as required by the TXDOT Environmental Issues Checklist for Donation Agreements and Driveways (or equivalent). Kimley-Horn will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate per the checklist. A site visit will be required; however, this will occur as part of the aquatic resources delineation. Appropriate attachments will be added to the checklist. No formal environmental studies or TxDOT NEPA documents will be prepared as part of this scope as we understand they will not be required.

2.3. Texas Historical Commission Consultation

- In accordance with the Antiquities Code of Texas, Kimley-Horn will prepare a consultation letter with appropriate project specific information and plans/maps attached for submittal to the Texas Historical Commission (THC) for review. The consultation letter will

be uploaded to the THC's online portal. THC review may take up to 30 days. This task does not include cultural resources studies or surveys.

Deliverables will consist of:

- Draft and Final Aquatic Resources Delineation and Preliminary Jurisdictional Analysis report (PDF)
- Draft and Final TxDOT Environmental Checklist for Donation Agreements and Driveways (or equivalent) (PDF)
- Draft and Final THC Consultant Letter (PDF)

3. SURVEYING SERVICES

Surveying services and ROW retracement will be performed via a subconsultant (McGray) for Bunny Trail from Stan Schlueter Loop to Briscoe Dr from ROW to ROW.

3.1. Surveying services will be performed via a subconsultant (McGray) as follows:

- Stan Schlueter Loop and Bunny Trail intersection will be surveyed for approximately 300' west and 600' east of the centerline of Bunny Trail.
- Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot contours.
- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, handicap ramps, guardrails, signs, manholes, water valves, telecom boxes, utility poles, mailboxes, irrigation heads, water meters, sanitary sewer cleanouts, etc. The outside limits of dense tree and vegetation growth shall be identified.
- Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number
- Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks, driveways, etc. Locate and identify existing lane markings and signage in detail (color, width, words, symbols). Locate and identify existing traffic signals including base, mast arms, and control boxes.
- Locate enough property corners to graphically depict the location of right-of-way lines, however the boundary survey will only be for retracement purposes and not sufficient to create any easements.
- Boundary Survey of the existing CVS Pharmacy at the southeast corner of Bunny Trail and Stan Schlueter Loop will be performed.

3.2. The Engineer shall coordinate with The Surveyor and perform QA/QC of survey deliverable files.

Deliverables will consist of:

- 2D Microstation DGN of surveyed areas and ROW retracement
- Digital Terrain Model (DTM) at 1 foot contours.

4. GEOTECHNICAL ENGINEERING SERVICES

A geotechnical investigation and roadway pavement design will be performed via a subconsultant (RKCI).

4.1. RKCI will perform geotechnical services consisting of the following:

- Drilling 12 pavement borings, spaced at approximate 500 ft intervals. The borings will be advanced to approximate depths of 10 ft below the existing ground surface utilizing a truck mounted drilling rig.
- Samples will be taken using conventional Shelby tube, split-spoon, and NX rock core sampling techniques. The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of service does not include surveying in the boring location. Borings will be backfilled with auger cuttings and bentonite and then patched with asphalt. Two days of traffic control are planned to perform the subsurface soil evaluation.
- Dynamic Cone Penetrometer (DCP) tests will also be performed within the subgrade immediately below the flexible base at this site to measure in-situ subgrade stiffness.
- Water level readings will be recorded for the open boreholes during drilling and at drilling completion. If free water is encountered during drilling, the RKCI geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time period. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.
- Samples collected will be retained in RKCI's laboratory for 30 days after submittal of the final geotechnical report.
- RKCI engineer will make a site visit to document the existing pavement conditions.
- Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, sulfate concentration tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards. Two California Bearing Ratio (CBR) tests will be

performed to estimate the strength of the subgrade soils.

- The results of the field and laboratory phases of the study will be reviewed by RKCI staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:
 - A boring location map and boring logs;
 - A summary of the field and laboratory sampling and testing program,
 - A summary of the laboratory test results;
 - A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
 - Estimated expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - Methods for reducing expansive, soil-related movements;
 - A description of existing pavement distress types and severity;
 - A summary of possible causes of the visible pavement distress;
 - Flexible and rigid pavement component thickness recommendations for Bunny Trail, including full depth asphalt pavement sections.
- 4.2. The Engineer shall coordinate with the Geotechnical Engineer and perform QA/QC of report deliverable files.

Deliverables will consist of:

- One (1) electronic copy of Draft Geotechnical Engineering Report
- One (1) electronic copy of Final Geotechnical Engineering Report

5. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES/ UTILITY COORDINATION SERVICES

SUE services will be performed via a subconsultant (TRG) for Bunny Trail from Stan Schlueter Loop to Briscoe Dr from ROW to ROW. Stan Schlueter Loop and Bunny Trail intersection will be surveyed for approximately 300' west and 600' east of the centerline of Bunny Trail.

- 5.1. SUE services will be performed via a subconsultant (TRG) as follows:
- TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and

depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Base Services

The scope of the base services of this proposal includes QL“B” SUE services to support the Bunny Trail Reconstruction project in Killeen, Texas. The limits of the SUE investigation consist of along Bunny Trail from Stan Schlueter to Briscoe Dr from Right-of- Way to Right-of-Way. The limits also consists of along Stan Schlueter from the roadway centerline to the southerly ROW line from 300 feet northwest to 600 feet southeast of the Bunny Trail centerline. TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes along with curb inlets, and will be depicted as QL“C” information. Additionally, TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

The survey of SUE field markings is also included in the base services.

QL“B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG

will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

Additional Services

This proposal also includes the following additional services which require written authorization to proceed from the Client prior to the commencement of work. The additional services consists of up to ten (10) QL“A” SUE test holes at locations that will be provided by the Client following a review of the QL“B” information. The survey of SUE field markings is also included in the additional services.

QL“A” – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the QL“B” – Designating procedures described above. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Killeen (COK) will be required. TRG will obtain all required City permits and ensure that coordination and compliance with the City is provided.
- Designed traffic control plans will not be required. It is assumed that Texas Department of Transportation (TxDOT) standard TCP details will be utilized for all required lane closures.

- Non-routine traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, and ensure that adequate traffic control is provided.
 - The coring of pavement will be required at up to five (5) locations.
- 5.2. Attend an initial utility coordination meeting with all utility owners within corridor to notify owners of project and begin coordination of potential conflicts and resolutions. Prepare and distribute minutes from the utility coordination meeting.
 - 5.3. Attend up to three (3) coordination meetings with individual utility owners to facilitate additional coordination of utility adjustments, conflict resolutions, and utility agreements.
 - 5.4. Determine which utilities will conflict with proposed construction and develop Utility Conflict Matrix.
 - 5.5. Update and maintain a utility layout in the Microstation V8. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, and make a determination of the following:
 - Facilities in conflict with the proposed project that are to be relocated.
 - Facilities to be abandoned in place.
 - Facilities to remain in service and in place.

Deliverables will consist of:

- Electronic files will be provided in MicroStation format along with PDFs and photos.
- Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form. (As authorized)
- Exhibit showing utilities in conflict with proposed construction

6. PUBLIC INVOLVEMENT SERVICES

This task consists of public involvement services for support and attendance for up to one (1) open house public meeting.

- 6.1. Public meeting concept roll plot showing typical sections and plan view elements
- 6.2. Prepare and attend for one public meeting (limited to 2 Senior Professional Engineers, 1 Professional Engineer, and 1 Analyst)
- 6.3. Prepare public meeting advertisements consisting of newspaper and social media advertisement.

- 6.4. Prepare a public meeting summary which will consist of information provided at the meeting, public comments, and responses to public comments.

Deliverables will consist of:

- Public meeting roll plot
- Public meeting advertisement and letters
- Public meeting summary report

7. SCHEMATIC DESIGN SERVICES

This task consists of design services for the 30% preliminary schematic. The Engineer will:

- 7.1. Obtain and review available record drawings, aerial photography, and any site development plans under review by the City.
- 7.2. Perform a site visit to evaluate site and traffic characteristics, topography, utilities, and potential environmental issues.
- 7.3. Develop project design criteria
- 7.4. Evaluate and design horizontal alignment for Bunny Trail
- 7.5. Evaluate and design vertical profile utilizing Microstation V8 and Geopak roadway design software.
- 7.6. Prepare preliminary horizontal roadway geometrics to be included on the schematic
- 7.7. Prepare existing and proposed typical sections to be included on the schematic based on preliminary analysis results
- 7.8. Intersection configurations and Geometrics
 - Preliminary intersection geometrics for Alamocitos Creek Dr and Stan Schlueter Loop
- 7.9. Prepare preliminary cross sections at a spacing no less than 100 feet and at driveways and intersections. These cross-sections will show pavement and subgrade, right-of-way limits, side slopes, pavement cross-slopes, curbs, and sidewalks.
- 7.10. Prepare one 30% opinion of probable construction cost (OPCC)
- 7.11. Prepare one 30% Draft Preliminary Design Schematic roll plot. The preliminary design schematic will be limited to existing topography and utilities, horizontal alignments, vertical profile design, intersection horizontal alignments and profiles (where applicable), identified easements, roadway typical sections, drainage improvements, existing and proposed right-of-way, existing and proposed pavement edges, proposed sidewalks, and proposed lane striping.
- 7.12. Prepare a preliminary construction contract timeline
- 7.13. The Engineer will perform Quality Control/Quality Assurance on each deliverable.
- 7.14. Attend up to one (1) Design Review meeting with the City for the 30% schematic roll plot. Prepare meeting minutes and distribute to project

attendees. Prepare comment responses for comments received during design review submittals.

- 7.15. Prepare one Final 30% Preliminary Design Schematic roll plot addressing City comments
- 7.16. KH will analyze potential areas for the placement of street trees and landscaping enhancements along the limits of roadway improvements. A list of potential tree and plant species will be developed for use as a guide during the design phase. A schematic plan markup will indicate areas that can accommodate the placement of street trees and landscape enhancements and will be presented to the City.

The Engineer will provide the following deliverables during this task:

- Draft 30% Preliminary Design Schematic - Two (2) copies and one (1) electronic copy of the roll plots at a scale of 1 inch = 50 feet
- Final 30% Preliminary Design Schematic - Two (2) copies and one (1) electronic copy of the roll plots at a scale of 1 inch = 50 feet
- Two (2) copies and one (1) electronic copy of the 30% Cross Sections
- One (1) copy and one (1) electronic copy of Opinions of Probable Construction Cost for 30% Preliminary Design Schematic

8. DRAINAGE DESIGN SERVICES

Drainage design services consist of a drainage study to analyze existing and proposed conditions for compliance with City of Killeen Criteria along the Bunny Trail Corridor. Where deficiencies exist, recommended improvements will be included with associated costs in the Preliminary Drainage Report and overall Opinion of Probable Construction Cost (OPCC).

The Engineer will:

- 8.1. Data Collection: obtain studies, models, terrain, surveys, field reconnaissance, and plans
- 8.2. Existing and Proposed Storm Sewer Model – A StormCAD model to reflect existing and proposed conditions will be built and analyzed to determine the proposed size of pipes required to meet the City of Killeen Drainage Criteria. This task consists of the following:
 - Drainage area delineation
 - Time of Concentration calculations
 - Runoff Coefficients
 - Flow rates
 - Inlet capacity and spread calculations
 - Pipe hydraulic calculations
- 8.3. Culvert Crossing – Analyze one culvert crossing near Cotton Patch Drive
- 8.4. Prepare a Preliminary Drainage Design Report summarizing findings

described above

The Engineer will provide the following deliverables during this task:

- One (1) PDF copy of the Preliminary Drainage Design Report

9. TRAFFIC SERVICES

This task includes traffic analysis to evaluate and confirm appropriate lane geometry along Bunny Trail and at intersections of Stan Schlueter Loop and Alamocitos Creek Dr along the roadway. The Engineer will:

- 9.1. Obtain existing traffic count data at the following intersections:
 - 4-hour (7a-9a, 4p-6p) Turning Movement Counts at Stan Schlueter & Bunny Trail
 - 12-hour TMC (6a-6p) Turning Movement Count at Alamocitos Creek Dr/Breeder Ln & Bunny Trail
 - 24-hour Tube Count (Bi-directional) at crosswalk at Canadian River Loop (North location) and Bunny Trail at Haynes Elementary School
 - 4 hour ped count at crosswalk at Canadian River Loop (North location)/Bunny Trail at Haynes Elementary School and at Briar Patch Lane/Bunny Trail at Roy J Smith Middle School
- 9.2. Obtain existing signal timing data from the City at Stan Schlueter Loop and Bunny Trail for the AM and PM peak periods
- 9.3. Develop a traffic model for the intersection Stan Schlueter Loop and Bunny Trail of using Synchro software to simulate existing conditions for AM and PM peak periods.
- 9.4. Evaluate level of service for turning movements at Stan Schlueter Loop at Bunny Trail intersection for potential lane configuration changes and addition of turn lane capacity and signal equipment and signal timing adjustments
- 9.5. Evaluate potential road diets, addition of a median, median opening locations, and possibility of adding bicycle facilities in a cross section evaluation for up to 3 different corridor segments based on existing and proposed Right-of-Way and traffic data collected
- 9.6. Conduct a signal warrant analysis at the intersection of Alamocitos Creek Dr / Breeder Ln and Bunny Trail
- 9.7. Conduct a Pedestrian Hybrid Beacon (PHB) analysis for the North crosswalk location at Canadian River Loop and Bunny Trail and for the crosswalk near Briar Patch Lane and Bunny Trail
- 9.8. Summarize findings and recommendations of the traffic study in a Technical Memorandum.

The Engineer will provide the following deliverables during this task:

- Technical Memorandum summarizing findings and recommendations of the traffic analysis.



The following services are not included in this Agreement at present and are specifically considered to be additional services:

- a. PS&E services
- b. Right-of-Way/easement acquisition and/or condemnation assistance;
- c. Construction Phase and Bidding Phase services
- d. Illumination design services
- e. Franchise Utility relocation design
- f. Floodplain analysis or delineation
- g. Construction inspection, construction staking, and material testing
- h. Appearing as an expert witness in any litigation for the City.
- i. Formal coordination with the USFWS
- j. Threatened and endangered species presence/absence surveys
- k. Section 6(f) or 4(f) analysis
- l. Historic resources survey or archeological testing, data recovery, or construction-phase monitoring
- m. Geologic Assessment
- n. Hazardous Materials Phase I or II analysis
- o. USACE Pre-Construction Notification or Individual Permit preparation
- p. Preparing final conditions Letter of Map Revision for FEMA

SCHEDULE

We will provide our services as expeditiously as practicable as shown in Exhibit A



FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis. The services in this agreement will be billed as follows.

<u>Base Services</u>			
Task 1	PROJECT ADMIN AND COORD SERVICES	\$	33,200.00 LS
Task 2	ENVIRONMENTAL SERVICES	\$	14,500.00 LS
Task 3	SURVEYING SERVICES	\$	59,900.00 LS
Task 4	GEOTECHNICAL ENGINEERING SERVICES	\$	34,500.00 LS
Task 5	SUE SERVICES(QLB)/UTILITY COORD SERVICES	\$	57,800.00 LS
Task 6	PUBLIC INVOLVEMENT SERVICES	\$	16,800.00 LS
Task 7	SCHEMATIC DESIGN SERVICES	\$	91,400.00 LS
Task 8	DRAINAGE DESIGN SERVICES	\$	46,300.00 LS
Task 9	TRAFFIC SERVICES	\$	35,500.00 LS
	EXPENSES	\$	1,850.00 LS
Base Services Total		\$	391,750.00 LS
<u>Additional Services</u>			
Task 1	SUE SERVICES (QL A)	\$	29,800.00 LS
Additional Services Total		\$	29,800.00 LS
Grand Total		\$	421,550.00 LS

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.



CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Killeen**.

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: _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return a copy to our attention. 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 us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,

Sam Lundquist, P.E.
Project Manager
TBPE F-928

Trey Neal, P.E.
Vice President

Agreed to on this ____ day of _____, 2021.

City of Killeen

By: _____

(Print Name)



Attachments: Hourly Rate Schedule
Request for Information
Standard Provisions
Exhibit A – Proposed Project Schedule



HOURLY RATE SCHEDULE
KIMLEY-HORN AND ASSOCIATES, INC.

Classification	(Hourly Rate)
Analyst	\$110 - \$180
Professional	\$165 - \$215
Senior Professional I	\$185 - \$255
Senior Professional II	\$245 - \$295
Senior Technical Support	\$120 - \$195
Support Staff	\$80 - \$120
Technical Support	\$90- \$105

Effective through October 31, 2022

Subject to annual adjustment thereafter



Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated Owner to <input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant 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 the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous

substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Exhibit A - Proposed Project Schedule



Project: Bunny Trail
Date: Wed 10/13/21

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			