

February 26, 2018

C. Ryan Connor, P.E.  
Associate  
Urban, Ltd.  
7712 Little River Turnpike  
Annandale, VA 22003  
Email: rconnor@urban-ltd.com

cc: Mr. John Jay Sergeant  
Town of Vienna

Re: **Roundabout Analysis/Modelling – Lawyers Road and Church Street**

Dear Ryan:

We are pleased to submit this proposal to provide professional engineering services in conjunction with the proposed mini roundabout at the intersection of Lawyers Road and Church Street in the Town of Vienna, Virginia.

The following provides the detailed scope and fee proposal:

## **PROPOSED SCOPE OF SERVICES**

### ***Task 1: Data Collection***

We anticipate the need to collect turning movement counts and pedestrian counts (2-hour timeframe in AM and PM) at the following intersections:

1. Lawyers Road and Church Street
2. Lawyers Road and Maple Avenue

In addition to the collection of background traffic, we will collect queuing information along Lawyers Road for the section between Maple Avenue and Church Street. The queuing information is required to calibrate the network that we will model as described in Task 2. In addition to the collection of background traffic, a field inspection will be made of the surrounding area to review the existing traffic flow and traffic control devices. We will also augment our files, as appropriate, with additional information on background developments in the area. Traffic generated by the Marco Polo restaurant site will also be incorporated to develop the baseline AM and PM peak hour volumes.

### ***Task 2: Traffic Modelling***

The roadway network for the two intersections noted in Task 1 will be modelled in 'VISSIM'. VISSIM is the recommended tool by VDOT for modelling a roundabout and provides a qualitative assessment and visual simulation display for the network. The two study intersections noted above will be modelled under the following scenarios:

1. Existing Conditions – with Calibration\*
2. Existing Conditions with a roundabout at Lawyers Road and Church Street

3. Existing Conditions with a roundabout at Lawyers Road and Church Street (with Church Street One Way EB)
4. Existing Conditions with a traffic signal at Lawyers Road and Church Street

A SIDRA analysis for the roundabout will also be conducted to report the delay and level of service (LOS) conditions. The results of this analysis will determine if the roundabout is a suitable traffic control measure for the intersection of Church Road and Lawyers Road.

*\*The network will be calibrated based on the existing volumes and queuing information collected in the field. The goal will be to make sure the network set up in VISSIM emulates actual on-field conditions.*

### **Task 3: Traffic Report**

We will prepare a detailed technical study that will provide a comparison of the three scenarios listed in Task 2. Our recommendations will be based on the findings of the comparison exercise and the output from VISSIM. We will prepare this report in draft form for internal review before finalizing. We will make every effort to prepare this report in accordance with your proposed timeline.

### **Task 4: Design Support, Coordination, and Meetings**

We anticipate the need to coordinate with you and Urban on the design features of the roundabout. We will provide input based on the analysis findings and VDOT's access management guidelines. Throughout the duration of this assignment we will be available to attend conference calls. We will only attend meetings after receiving your verbal authorization and propose that meetings or hearings be undertaken on a per diem basis billed at our current hourly rates.

### **FEE SUMMARY**

A fee summary for the work described above is as follows:

Task 1 – Data Collection	\$ 2,000	(Fixed Fee)
Task 2 – Traffic Modelling	\$ 12,500	(Fixed Fee)
Task 3 – Traffic Report	\$ 4,500	(Fixed Fee)
Task 4 – Design Support, Coordination and Meetings	\$ 3,000	(Hourly Basis)
Reimbursable Expenses	\$ 500	As Needed

Subject to the Terms of the  
On-Call contract with Town  
of Vienna and hourly rates.

## POTENTIAL FUTURE TASKS – NOT INCLUDED IN THIS PROPOSAL

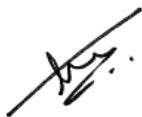
- **2<sup>nd</sup> Submission/Response to Comments.**

It may be necessary that we prepare supplemental information responding to comments raised through the Town's Review Process. Our initial traffic study submittal will comply with the scope presented in our proposal. If this becomes necessary, additional documentation for those services will be provided to receive authorization before proceeding.

All work will be completed in accordance with the attached Terms and Conditions of Agreement. As previously stated, additional services may be required. In this instance, we will provide additional documentation for additional services will be provided to receive authorization before proceeding with work that exceeds the scope described above.

If this budget proposal and the attached Terms and Conditions of Agreement meet with your approval, please return one signed copy of each for our files as authorization to proceed. We look forward to working with you on this assignment and appreciate the opportunity to join your team.

Sincerely,



Tushar A. Awar, P.E., PTOE  
Principal



Erin B. Steel, P.E.  
Project Manager

APPROVED AND ACCEPTED BY:

(Signature)

AUTHORIZED TO ACCEPT AND EXECUTE AGREEMENTS FOR:

(Company)

DATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject to the Terms of the  
On-Call contract with Town  
of Vienna.

RETAINER REQUIRED: \$0,000

Gorove/Slade Corporate policy requires a retainer to begin any new contract work. The amount is equal to the first 30 days or work or the fee associated with the data collection services. The exact amount is determined by the Principal in Charge for each project assignment.

INVOICES TO BE MAILED \_\_\_\_ AND/OR EMAILED \_\_\_\_

Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_

Attention of: \_\_\_\_\_

\_\_\_\_\_

Client Reference #: \_\_\_\_\_

(if applicable)

\_\_\_\_\_

Enclosures:

Terms and Conditions of Agreement

Hourly Billing Rates

**GOROVE/SLADE ASSOCIATES, INC.**  
***Terms and Conditions of Agreement***

Subject to the Terms of the  
On-Call contract with Town  
of Vienna.

This AGREEMENT made and entered into this February 26, 2018 by and between Gorove/Slade Associates, Inc., with offices at 3914 Centreville Road, Suite 330, Chantilly, VA, hereinafter referred to as "Gorove/Slade", and Urban, Ltd., hereinafter referred to as "CLIENT".

WHEREAS, the CLIENT desires to engage the services of Gorove/Slade to furnish technical and professional assistance in the letter agreement dated February 26, 2018 to which these TERMS AND CONDITIONS are attached; and

WHEREAS, Gorove/Slade has signified its willingness to provide the aforesaid services for the CLIENT.

NOW, THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound legally, do hereby agree as follows:

**A. Performance of Services**

Gorove/Slade agrees to perform in a good and professional manner those services outlined in the letter agreement to which these TERMS AND CONDITIONS are attached.

Gorove/Slade will perform the work with a degree of skill and care that is required by generally accepted professional standards. Gorove/Slade makes no other warranty, representation or guarantee, expressed or implied, with respect to forecasts, recommendations, and analysis that may be based in whole or in part on assumptions that include predictions of future events.

If modifications become necessary during the performance of the work specified in the letter agreement, such modifications shall be valid, only when authorized by the CLIENT. In the event Gorove/Slade is authorized by the CLIENT to perform services in addition to those described in the letter agreement, such services shall be performed by Gorove/Slade at the then existing hourly rates charged by Gorove/Slade.

**B. Services to be Provided by the Client**

In the event that any information, data, reports, records and maps are existing and available, and are useful for carrying out the work on this assignment, the information shall be promptly furnished to Gorove/Slade by the CLIENT. Specific services and materials to be provided to Gorove/Slade, by the client, are outlined in the letter agreement to which these TERMS AND CONDITIONS are attached.

Gorove/Slade shall not be responsible for the accuracy or validity of information that it obtains from the CLIENT or from agents of the CLIENT in connection with the performances of the services for the CLIENT.

**C. Limitations of Liabilities**

Gorove/Slade shall not be liable for any damages caused by delays in the performance of its services to the CLIENT, which result from events that are beyond its reasonable control.

Gorove/Slade agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Gorove/Slade's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Gorove/Slade is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Gorove/Slade harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

Gorove/Slade is not obligated to indemnify the CLIENT in any manner whatsoever for the Client's own negligence.

The validity, construction, interpretation, enforceability and performance of this AGREEMENT shall be governed by the substantive laws of the District of Columbia, without regard to the principles of conflict of law. Any arbitration, litigation or other dispute between the parties hereto relating to this AGREEMENT shall take place in the District of Columbia. By execution of this AGREEMENT, the CLIENT consents to the personal jurisdiction of, and venue in, the courts of the District of Columbia. If diversity of citizenship exists between the CLIENT and Gorove/Slade, and a sufficient amount is in controversy (or if some other basis exists for the jurisdiction of the federal courts), the CLIENT consents to the personal jurisdiction of the United States District Court for the District of Columbia.

The provisions of this AGREEMENT shall be deemed servable, and the invalidity or enforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

#### **D. Prices - Payment Conditions**

Gorove/Slade shall be reimbursed for services rendered in the performance of this assignment, in accordance with the hourly billing rates and fee structure attached. Any and all billing rates used by Gorove/Slade may be changed at any time without prior written notice to the CLIENT.

Gorove/Slade reserves the right to modify our standard hourly rates and/or fee structure for the services to be rendered as outlined in the letter agreement to which these TERMS AND CONDITIONS OF AGREEMENT are attached should the CLIENT not authorize Gorove/Slade to begin work on the services outlined in the attached letter agreement within a ninety (90) day period from the date which this AGREEMENT was transmitted from Gorove/Slade to the CLIENT.

All direct costs incurred by Gorove/Slade in connection with the performance of services for the CLIENT shall be billed at 110% of the amount of cost.

All invoices from Gorove/Slade to the CLIENT shall be paid within thirty (30) days after being received, and such payment shall not be contingent or dependent upon any conditions (including, without limitation, the approval by any governmental entity) of any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in the letter agreement.

It is hereby agreed that Gorove/Slade shall have the right to charge and receive interest at the rate of 1.5% per month on all amounts from the CLIENT that are overdue. In addition, in the event that any invoice remains unpaid for more than thirty, (30) days, Gorove/Slade reserves the right to cease performing services for the CLIENT and to retain all documentation prepared by Gorove/Slade for or on behalf of the CLIENT. Finally, in the event that Gorove/Slade retains counsel to collect sums owed to Gorove/Slade by the CLIENT, the CLIENT shall be liable for reasonable attorney's fees and paralegal's fees and court costs which are incurred by Gorove/Slade in connection with such collection; provided, that any such costs and fees shall bear interest at the rate set forth herein.

In the event that any invoice remains unpaid for more than sixty (60) days, Gorove/Slade reserves the right to file a mechanics' lien with respect to the property for which the services were provided by Gorove/Slade hereunder, and the CLIENT hereby acknowledges and agrees that Gorove/Slade shall have the right to file such lien.

The parties have made and entered into this AGREEMENT as of the date first above written.

GOROVE/SLADE ASSOCIATES, INC.

URBAN, LTD.



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
2/26/18

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Tushar A. Awar, Principal

\_\_\_\_\_  
Type/Print Name and Title

All the terms of the On-Call services contract with Town of Vienna shall apply and supercede any conflicting terms within this agreement. Signature only for issuance of Scope and Fees to the Town. Proposal is not approved until the Town issues a Purchase Order to proceed.

## HOURLY BILLING RATES FOR INDIVIDUAL STAFF AND EQUIPMENT TIME

*Effective January 2017*

Subject to the Terms of the  
On-Call contract with Town  
of Vienna.

### STAFF TYPE:

Principal .....	\$200 - \$275
Project Manager .....	\$120 - \$200
Transportation Engineer .....	\$85 - \$150
Transportation Planner .....	\$85 - \$150
Technician .....	\$85 - \$150
Field Crew/Traffic Counter .....	\$35 - \$60
Clerical and Administration .....	\$45 - \$75

*Court and/or Protracted Hearing Testimony is subject to billing  
at one and one-half times the individual hourly rate.*

### EQUIPMENT:

Video Camera	\$25/day
Digital Projector	\$75/day
Data Collection Equipment	\$25/day