

## **RESOLUTION 19-29**

### **A RESOLUTION TO AUTHORIZE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KCI TECHNOLOGIES, INC. TO PREPARE AN INTERSECTION STUDY AT NORTHFIELD LANE/RIPPAVILLA ENTRANCE AND US-31/SR-6**

**WHEREAS**, the City of Spring Hill acquired the Northfield facility in January 2018; and

**WHEREAS**, the City of Spring Hill desires to develop a municipal complex following acquisition of the Northfield facility that will eventually include a variety of municipal functions including planning and codes, library, police headquarters, public works, IT, economic development, recreation, and finance and administration; and

**WHEREAS**, the Northfield facility is currently occupied by a variety of tenants that generate employee and visitor traffic to and from the facility; and

**WHEREAS**, traffic flow from tenants, visitors, and future municipal departments will result in an increase in traffic to the Northfield facility; and

**WHEREAS**, the Northfield facility is accessed at the intersection of Northfield Lane and US-31/SR-6 utilizing a non-signalized intersection as well as additional egress from the site utilizing a rear exit lane onto Saturn Parkway; and

**WHEREAS**, Rippavilla Plantation, a heritage tourism and community event venue for the community, has a single access drive located north of the intersection of Northfield Lane with US-31/SR-6 utilized by numerous tourists and guests visiting and touring the plantation and attending events that create and promote tourism and economic development opportunities within the community; and

**WHEREAS**, the City of Spring Hill desires to determine the safest and most appropriate traffic control and alignment of Northfield Lane and the entrance to Rippavilla in advance of the Northfield facility being fully occupied by tenant employees, city employees and the visiting public; and

**WHEREAS**, KCI Technologies submitted a proposal attached hereto as Exhibit "A" at the request of the City to provide professional services for the preparation of an intersection study involving two (2) tasks: Task 1: Intersection Study; and Task 2: Project Coordination and Meetings for a lump sum fee of \$5,400 for Task 1 and an hourly rate not to exceed \$1,000 for Task 2 plus an additional estimated \$200 for reimbursable expenses to be billed at direct cost for a total estimated cost of \$6,600.

**WHEREAS**, the Transportation Advisory Committee favorably recommended on February 19, 2019 to engage KCI Technologies to prepare the intersection study as outlined in attached Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Mayor and Aldermen of the City of Spring Hill authorizes the Mayor as follows:

1. To approve the Professional Services Agreement and authorize the Mayor to execute the Agreement with KCI Technologies, Inc. attached hereto as Exhibit "A" to prepare an intersection study involving two (2) tasks: Task 1: Intersection Study; and Task 2: Project Coordination and Meetings for a lump sum fee of \$5,400 for Task 1 and an hourly rate not to exceed \$1,000 for

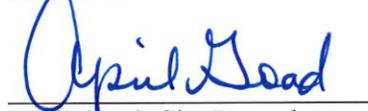
Task 2 plus an additional estimated \$200 for reimbursable expenses to be billed at direct cost for a total estimated cost of \$6,600.

2. The funds for this project will be paid from the uncommitted Design and Estimating Contingency Budget for the library project within the Adequate Facilities Fund that was approved on June 18, 2018 by the Board as provided in Resolution 18-58.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 19<sup>th</sup> day of February, 2019.**

  
Rick Graham, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1101 17th Avenue South • Nashville, TN 37212 • Phone 615.370.8410 • Fax 615.370.8455

## PROFESSIONAL SERVICES AGREEMENT LETTER

January 22, 2019

Chuck Downham  
Assistant City Administrator  
City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

**Subject: Northfield Lane at U.S. 31 (Main Street) Intersection Study**

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to the City of Spring Hill ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

**Location: Northfield Lane at U.S. 31 (Main Street)  
Spring Hill, Tennessee**

### **SCOPE OF SERVICES**

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work. KCI proposes to perform the Work, which is described as follows:

### **PROJECT UNDERSTANDING**

Northfield Lane intersects U.S. 31 (Main Street) approximately 1,500 feet southwest of the S.R. 396 (Saturn Parkway) interchange. The City of Spring Hill has purchased the Northfield facility consisting of 330,000 square feet of building area, which is located on Northfield Lane approximately 3,400 feet from the intersection. The building is currently occupied by several office and educational entities that will continue into the near future. In addition, the Northfield facility will become a center of government activity for the City over the next few years with the relocation of the Public Works department, police headquarters, and a new library. The City of Spring Hill has requested that KCI conduct a study at the intersection of Northfield Lane and U.S. 31 (Main Street) to determine the safest and most appropriate traffic control and alignment once the facility is fully occupied.

KCI will prepare an intersection study for Northfield Lane at U.S. 31 (Main Street). In order to accomplish the objectives for the project, this work is divided into two (2) tasks, which are described as follows:

*Employee-Owned Since 1988*

## **TASK 1 – INTERSECTION STUDY**

KCI will prepare an intersection study for Northfield Lane at U.S. 31 (Main Street). This study will evaluate the need for a traffic signal at the intersection based on projected traffic volumes and safety using industry standards. The traffic signal warrant study will consider existing traffic volumes at the intersection in addition to projected future traffic volumes for the Northfield facility. KCI will generate projected future traffic volumes based on the latest methodology published by the Institute of Transportation Engineers (ITE). In addition to traffic signal warrant analysis, KCI will evaluate the intersection to determine if realignment directly opposite the Rippavilla Plantation driveway would improve safety and potential traffic signal operation. The scope of work for the study will include the following:

- KCI will conduct a twelve (12) hour turning movement count at Northfield Lane and the Rippavilla Plantation driveway intersections with U.S. 31 (Main Street) capturing AM, Midday and PM peak periods.
- KCI will estimate future traffic based on ITE methodology found in the *Trip Generation Manual (10<sup>th</sup> Edition)* for the uses expected to be housed in the Northfield facility. Currently the City of Spring Hill expects the Public Works department, police headquarters, and a new library to be located at the Northfield facility.
- KCI will conduct a traffic signal warrant analysis at the intersection of Northfield Lane and U.S. 31 (Main Street). Traffic entering and exiting the Rippavilla Plantation driveway will be considered. Traffic signal warrant analysis will be based on existing traffic volumes with the addition of trips projected to be generated by the fully occupied Northfield facility. Intersection safety including accident history and the relationship to speed limit will also be considered. Analysis will follow Manual on Uniform Traffic Control Devices (MUTCD) established guidelines.
- If a traffic signal is warranted when the Northfield facility is fully occupied then KCI will perform further analysis to determine at what point the partially occupied facility warrants a traffic signal.
- KCI will review the location of the existing intersection of Northfield Lane with U.S. 31 (Main Street) to determine if relocation directly across from the Rippavilla Plantation driveway would improve safety and potential new traffic signal operation.
- KCI will prepare a report that outlines the results of the intersection study. Included within the report will be results of the traffic signal warrant analysis, recommendations for traffic control and intersection alignment, and a conceptual diagram showing recommended improvements. KCI will submit electronic copies of the intersection study in PDF format to the City of Spring Hill.

## **TASK 2 – PROJECT COORDINATION & MEETINGS**

- Coordination with the City of Spring Hill will be provided throughout the project.
- KCI will coordinate with the City of Spring Hill representatives to facilitate review of the signal warrant study.

KCI shall not have the authority or responsibility to supervise, inspect, or direct construction, and excludes any responsibility for a contractor's means, methods or safety precautions and practices.

## **ADDITIONAL WORK**

Experience indicates that certain additional items of work may be required or necessary which KCI cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions, which follow on "Fees and Payments". Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors. They may also be caused by reviewing agency or Client

variance/deviation from present policies and standards of reviewing governmental agencies. "Additional Work" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement, all such descriptions are intended to be encompassed within the term Additional Work.

For Client's reference, the following are some of the services that may be required as Additional Work to complete the Work but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Work within the Scope of Services.

- Traffic signal or intersection realignment engineering design plans suitable for construction.
- Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- Corrective work due to inaccurate or defective Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- Checking of work performed by others.
- Revisions of work due to changes in policies or regulations during the progress of the work.
- Expert witness testimony.

### **FEES AND PAYMENTS**

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this FEES AND PAYMENTS section do not cover any Additional Work (defined above), or any other services which are not specifically described as part of the Work listed in the Scope of Services above.

<b>Task</b>	<b>Description of Work</b>	<b>Fee</b>
Task 1	Intersection Study	\$5,400.00
Task 2	Project Coordination & Meetings	\$1,000.00
	Estimated Reimbursable Costs	\$ 200.00
<b>PROJECT TOTAL (Labor Fee and Expenses)</b>		<b>\$6,600.00</b>

KCI's fee for the Work listed Task 1 in the Scope of Services above will be a lump sum of **\$5,400.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed in Task 2 the Scope of Services above will be the standard hourly rates by personnel classification multiplied by the number of hours worked by each respective person. The hourly not to exceed fee for Task 2 is **\$1,000.00**.

Based upon currently available information, KCI estimates that the fees for reimbursable expenses associated with the performance of the Work stated in the Scope of Services above will be approximately **\$200.00**. Reimbursable expenses will be billed at direct cost and will not include administrative markup or processing fees. The cost for automobile mileage associated with completing the Scope of Services will be \$0.58 per mile.

The estimated maximum fee is **\$6,600.00**.

### **FEES AND PAYMENTS FOR ADDITIONAL WORK**

Fees and payments for Additional Work shall be in addition to any fees and payments for the Work described in the Scope of Services and shall be billed and paid on the same fee and payment terms

described for the Work above or as mutually agreed upon in writing when the Additional Work is ordered by the Client.

**SPECIAL PROVISIONS**

KCI will submit monthly invoices for the Work, Additional Work rendered, and Charges incurred. Client shall make prompt monthly payments in response to KCI's monthly invoices. The Client agrees that timely payment in full of all invoices is a condition precedent to this Agreement.

**GENERAL PROVISIONS**

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract between KCI and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI reserves the right to terminate this contract in the event the Client, in the sole judgment of KCI, fails to establish sufficient credit to warrant proceeding with the work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no work will proceed thereafter unless Client provides a retainer, which KCI, in its sole discretion, shall determine to be satisfactory for the continuation of the work.

KCI welcomes the opportunity to serve the City of Spring Hill and looks forward to working on this project. The Project Manager assigned to the Work is Jonathan Cleghon, P.E., and his telephone number is (615) 370-8410.

Very truly yours,



Robert P. Murphy, P.E., PTOE  
Regional Practice Leader

Approved:



Robert P. Murphy, P.E., PTOE  
Regional Practice Leader

pc: Contract File  
Proposal File

**ACCEPTANCE:**

The City of Spring Hill, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

**ACCEPTED BY:**

 For RG  
\_\_\_\_\_  
Rick Graham, Mayor

February 19, 2019  
\_\_\_\_\_  
Date

**KCI TECHNOLOGIES, INC.**  
**GENERAL PROVISIONS**  
(Ver. July 2017)

---

The General Provisions set forth herein are incorporated by reference in the Proposal for the performance of certain services described as the "Work" in the Proposal KCI Technologies, Inc., a Delaware corporation ("KCI"), dated 1/22/2019 to City of Spring Hill ("Client"). These General Provisions shall constitute, along with the Proposal, a final, complete, and binding agreement (the "Agreement") between Client and KCI upon Client's acceptance of the Proposal. To the extent they are inconsistent or contradictory; the express terms of the Proposal take precedence over the General Provisions.

---

**1. ACCEPTANCE OR REJECTION OF PROPOSAL**

The Proposal shall be valid for a period of thirty (30) days from the date thereon. Acceptance thereafter shall be conditioned on KCI's reaffirmation of the Proposal. If, upon submission of this proposal to Client, Client fails to return a signed copy to KCI and Client knowingly allows KCI to proceed with work, such services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

**2. ADJUSTMENTS TO QUOTATION (COST ESTIMATION)**

Fees quoted in the Proposal are based on current salaries and operational costs. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the proposal are provided for convenience of the Client and KCI is not bound by nor does it guarantee such estimates.

Unless expressly identified as a cost item in the fee proposal, KCI's fees do not include sales tax or other governmental levies. In the event that taxes or other assessments are applied to the fees generated by KCI services, the client agrees that such taxes or assessments shall be added to the fee base quoted herein and shall become due and payable when invoiced by KCI.

**3. CONDUCT OF THE WORK**

All concept, preliminary and final plans prepared by KCI will be submitted to client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) days of receipt, the plans shall be deemed approved by Client. After the Client's approval, any change shall be deemed Additional Work for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

KCI will make every reasonable effort to provide a survey crew as requested but it cannot guarantee the time within which a survey crew will be available. The size of the survey crew shall be determined by KCI based on the work to be performed. A minimum of four (4) hours shall be charged anytime a survey crew visits a site, all charges being portal to portal.

Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others.

Any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the scope of work. In the event KCI's work includes penetration of the ground, Client agrees that KCI shall not be responsible for any loss or damages claimed to result from said penetration unless direct result of KCI's sole negligence. Client agrees to indemnify and hold KCI harmless from any claim, suit or proceeding for loss or damages to person or property of others relating to said penetration except to the extent said damages are the direct result of KCI's sole negligence.

Client further agrees to indemnify and hold KCI harmless from any loss or damages to KCI personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Subsurface and earth fill data are informational only. KCI does not guarantee such data.

Although KCI will attempt to complete all services in a timely fashion, KCI does not guarantee, expressed or implied, the time when work is completed.

**4. RIGHT OF ENTRY; PERMITS**

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's services under this Agreement at no cost to KCI unless otherwise defined in the scope of work.

**5. DOCUMENTS**

All documents, including drawings and specifications, prepared or furnished by KCI pursuant to this agreement, are instruments of service and the property of KCI. Client may make and retain copies, subject to Client's compliance with Section 8, herein, but may only use such documents for the purposes described in the Proposal. Any other use shall be prohibited, and Client shall indemnify and hold harmless KCI for any liabilities, damages, losses, claims, and expenses arising therefrom.

**6. RISK ALLOCATION**

To the fullest extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Design Professional's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$100,000.

Plans and designs prepared by KCI are predicated on sound engineering assumptions that must be tested and adjusted as conditions warrant during construction. If Client does not retain KCI for the purpose of construction services for the implementation of the Plans or Designs, then Client agrees to assume the risk of improper implementation and to hold KCI harmless from any loss or damage resulting from the failure to retain KCI to oversee the implementation of its plan or design.

Client further agrees that KCI shall not be responsible or liable for the cost of any and all corrective actions allegedly caused by KCI unless KCI is provided a reasonable opportunity to participate in the decision on said corrective work.

**7. HAZARDOUS SUBSTANCES/MOLD INDEMNIFICATIONS**

Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

**8. PAYMENTS**

Invoices submitted by KCI to Client are due and payable in full from the date of said invoice without retainage and payment shall not be contingent upon receipt of funds from third parties. If an invoice remains unpaid for more than thirty (30) days from the date of the invoice, a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum, shall be assessed on all unpaid amounts dating from the date of the invoice. Failure to render full payment within thirty (30) days shall be deemed substantial non-compliance and KCI, at its option may undertake any or all of the following remedies: (1) stop all work, provide Client is given three (3) days prior written notice; (2) withdraw all certifications and plans previously submitted; (3) assert

a lien on the property pursuant to applicable law; (4) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (5) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions. Client agrees to indemnify and hold KCI harmless from any fees and expenses incurred by KCI as a result of Client's non-payment, including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys fees.

**9. ASSIGNS**

Neither KCI nor Client may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party.

**10. SAFETY RESPONSIBILITY**

KCI shall not be responsible for any safety precautions or programs of Client or any of Client's contractors or representatives. KCI shall only be responsible for the safety of its own employees.

**11. MEDIATION**

Client agrees that all claims, disputes and other matters in question between the parties arising out of or relating to the Agreement or breach thereof shall first be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution Inc., Endispute or Judicate. Any party hereto may initiate mediation and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

The demand for mediation shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute or other matter. If the demand for mediation is not within one (1) year the claim, dispute or other matter shall be forever barred. Mediation shall be optional and not mandatory at KCI's sole discretion with regard to the collection of earned fees as set forth in section 8, above.

In the event either party makes a claim or brings an action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys fees) incurred by the other party in defense of such claim or action.

**12. CERTIFICATE OF MERIT**

The Owner shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Owner shall have first provided KCI with written certification executed by an independent engineer licensed in the State in which the KCI office submitting this proposal is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an engineer performing professional services under similar circumstances. Such certificate shall be provided to the Engineer thirty (30) days prior to the presentation of any such claim or the institution of any arbitration or judicial proceeding.

**13. TERMINATION**

Either party shall have the right to terminate this agreement provided three (3) days written notice is given to the other party. In the event of termination, Client shall be liable for payment to KCI for all work performed, and expenses incurred, up to and including the day of termination.

It is understood and agreed that once the Work is started by KCI, only Client or Client's duly authorized representative shall have the authority to order the work stopped on its behalf and only by giving KCI written notice. Client may exercise the right to terminate only if it has made all payments due and owing to KCI.

It is further understood and agreed that, after a termination of the Agreement has been effected by client or its duly authorized representative in accordance with the notice referred to herein, Client or its duly authorizes representative may, within thirty (30) days of the notice to terminate, order work to resume on the project, provided KCI is given ten (10) days advance notice in writing as to when work shall resume. If Client fails to resume the work as provided herein, KCI shall have no obligation to resume the Work at any time thereafter.

KCI shall not be obligated to resume services under the Agreement until Client has paid all money previously due and owing by Client and a restart fee equal to ten percent (10%) of the balance remaining to be paid under the Agreement. KCI reserves the right to increase this restart fee if necessary to cover the additional expenses generated by starting the Work back up after it has been stopped.

**14. WARRANTY OF AUTHORITY TO SIGN**

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of Client for whom or for whose benefit KCI's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to KCI in addition to any liability which Client may have.

**15. NON-ALTERATION TO TERMS - WAIVER OF RIGHT**

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client. Only an officer of KCI has authority to waive any matter or to amend the Agreement between KCI and Client.

The failure of KCI to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

If any term or part thereof is held to be invalid by a Court of competent jurisdiction, that term or part thereof shall be deemed deleted and the remainder of this Agreement shall continue in full force and effect and be binding upon the Parties.

**16. THIRD PARTY BENEFICIARY**

The Owner and KCI agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Owner or KCI to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

**17. ENTIRE AGREEMENT**

These General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding and insure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.

**18. CONTROLLING LAW**

This Agreement is to be governed by State of Tennessee law.

Client Signature  For RG

Dated February 19, 2019



**KCI Technologies, Inc.**  
**Hourly Billing Rates – Effective 1/1/19**

<b>Position</b>	<b>Hourly Rate</b>
Principal	\$295.00
Principal Project Engineer	\$205.00
Project Engineer III	\$185.00
Project Engineer II	\$145.00
Project Engineer I	\$120.00
Engineering Intern II	\$110.00
Engineering Intern I	\$100.00
Engineering Technician III	\$110.00
Engineering Technician II	\$100.00
Engineering Technician I	\$75.00
Principal Planner	\$215.00
Senior Planner	\$105.00
Planner I	\$90.00
Engineering Aide	\$60.00
Administration	\$100.00