




HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

May 29, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator 
David Parker, City Engineer/CIP Executive
Paul Holzen, Director of Engineering
Kevin E. Comstock; Traffic/ITS Project Manager

SUBJECT: **Consideration of a Professional Services Agreement (COF Contract 2012-0097) with Kimley Horn and Associates for consultant services for the Carothers-McEwen Development Area Study Project**

Purpose

The purpose of this memorandum is to provide information to the City of Franklin Board of Mayor and Alderman (BOMA) for consideration of a Professional Services Agreement (PSA) for the Carothers-McEwen Development Area Study.

Background

Over the past several months the City of Franklin has been made aware of potentially four (4) major developments at the intersection of Carothers Parkway and McEwen Drive. City staff has been meeting with each developer in an effort to coordinate traffic impact studies to fully understand the overall impacts to Franklin's transportation network. City staff is proposing to hire Kimley Horn and Associates to provide an independent review of the traffic impact studies and provide a consolidated analysis. In addition, Kimley Horn and Associates will assist Staff in determining what improvements are necessary and who should be responsible for the improvements to ensure that we are making the necessary improvements to our transportation network prior to the developments.

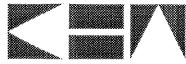
Kimley-Horn and Associates was selected due to their familiarity with the area, their success on past traffic impact studies, and the fact that are not currently involved with any of the four (4) major developments.

Financial Impact

The Professional Services Agreement for the review, evaluation and reporting on the transportation studies provided by the four (4) developments is estimated to be \$36,500 and would be paid for out of the General Fund.

Recommendation

Staff recommends approval of the PSA in an amount not to exceed \$36,500 for the Carothers Corridor Development Study Project.



Kimley-Horn
and Associates, Inc.

June 4, 2012

■
Suite 501
209 Tenth Avenue South
Nashville, Tennessee
37203

Mr. Kevin Comstock
City of Franklin
Suite 142
109 Third Avenue South
Franklin, Tennessee 37064

Re: **Proposal for Professional Services
Traffic Impact Study Review of Proposed Developments
Intersection of McEwen Drive / Carothers Parkway Vicinity
Franklin, Tennessee**

Dear Mr. Comstock:

Kimley-Horn and Associates, Inc. (“KHA”, “the Consultant”, or “we”) is pleased to submit this letter agreement (the “Agreement”) to the City of Franklin (“the Client”, “the City”, or “you”) for professional consulting services to review traffic impact studies for proposed developments in each of the four quadrants that surround the intersection of McEwen Drive and Carothers Parkway.

PROJECT UNDERSTANDING

Based upon our conversations with City staff, we understand that the City has received or is planning to receive four separate traffic impact studies (TIS) prepared by others that comprise each of the four quadrants at the signalized intersection of McEwen Drive and Carothers Parkway. The proposed developments are:

- Northwest (NW) quadrant: Franklin Park (mixed use office and residential development)
- Northeast (NE) quadrant: Circle at Resource Center Apartments (multi-family residential development)
- Southeast (SE) quadrant: Pickering site (mixed use office, retail, and residential development)
- Southwest (SW) quadrant: Vanderbilt University site (office development – medical / accounting)

The City wishes for KHA to provide professional traffic engineering services to review the traffic impact studies prepared by other traffic engineering consultants

■
TEL 615 564 2701
FAX 615 564 2702



and assist the City in their discussions with each of the four developers and their respective traffic engineering consultants that prepared the studies. While performing the Scope of Services for the City identified in this letter agreement, KHA will not provide consulting services to any of the four proposed developments listed above.

Our scope of services, fee, and schedule are as follows:

SCOPE OF SERVICES

Task 1 – TIS Review

KHA staff will review the following three (3) traffic impact studies – developments in the NW, NE, and SW quadrants – as they relate to each of the following items:

- Concurrence with City of Franklin traffic impact study requirements found in the City's Zoning Ordinance, Chapter 5: Development Standards
- Trip generation, distribution, and assignment
- Background traffic growth and traffic associated with or planned / pending developments
- Capacity analysis and Level of Service (LOS)
- Recommended improvements

Following this review, we will document our review comments on a per study basis, yet they will be compiled in a single memorandum summarizing our review for each of the four studies.

In addition, KHA staff will prepare trip generation, distribution, and assignment for the development located in the SE quadrant (as a traffic impact study has not been prepared for this proposed development). This data will be utilized in Task 2 efforts.

Task 2 – Consolidated Analysis

We anticipate compiling the data and information associated with each of the four developments into one composite *Synchro* model to address the proposed operation of adjacent intersections and roadways. Also, there are proposed developments near the intersection of Carothers Parkway and Liberty Pike (i.e. a Columbia State development east along Liberty Pike and two tracts of land in the NW and NE quadrants of this intersection). City staff will provide development data (i.e. land use type and size) for consideration in this consolidated analysis.

Trip generation, distribution, and assignment assumptions used in the three stand-alone TIS's along with KHA-developed trip data from the fourth development, and potentially trip data for the future developments near the Carothers Parkway / Liberty Pike intersection will be considered and potentially adopted as part of this

consolidated analysis of the adjacent roadway network. The adjacent roadway network will consist of:

- McEwen Drive – from Mallory Lane east to the roundabout at East Cool Springs Boulevard / Oxford Glen Drive
- Carothers Parkway – from Cool Springs Boulevard south to the signalized intersection at Liberty Pike

The analysis will be performed for the following scenarios:

- Existing Year 2012 Conditions
- Future “Build” Conditions (build-out year will be determined based upon the build-out conditions proposed in the four individual developments and based upon input from City staff)

If additional through lanes are ultimately required along Carothers Parkway, this need will be analyzed further north and south of the current roadway network limits. For this effort, we will assume that existing average daily traffic (ADT) turning movement count (TMC) data exists; if not, we will request the City of Franklin acquire this data or it could be collected by KHA as part of Task 6 – Additional Services. The limits will be extended to the north to Bakers Bridge Road and to the south to State Route 96.

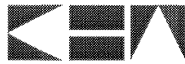
Potential geometric and/or traffic operational improvements and/or modifications will be addressed for the adjacent roadway network. These may be an adoption of the recommendations proposed in the individual TIS’s, new recommendations based upon KHA’s consolidated analysis, or a combination of both.

Task 3 – Determine Improvement Responsibilities

Rough Order of Magnitude (ROM) costs associated with each of the recommended improvements determined in Task 2 will be determined and tabulated by KHA staff.

In addition, KHA will determine which of the four developments should be held responsible for the construction of the recommended improvements. For instances where more than one of the four developments generate traffic associated with a recommended improvement, the cost will be determined based upon the percentage of traffic associated with each development that contributes to the need for the improvement. For example, if a left-turn lane is needed at a project intersection and Developer “A” generates 60 percent of the anticipated traffic and Developer “B” generates 40 percent of the anticipated traffic, then Developer “A” will supply 60 percent of the cost of the construction of the left-turn lane while Developer “B” will provide the remaining 40 percent.

Furthermore, KHA will identify thresholds which trigger the need for the traffic control / roadway infrastructure improvements. These thresholds will be based



upon development sizes which trigger traffic volumes that will require infrastructure improvements in order to maintain acceptable LOS.

KHA will also review the site access to each of the four developments. Focus will be placed on driveway spacing, driveway throat length, and access control (i.e. full-movement, right-in/right-out, left-in only) along both McEwen Drive and Carothers Parkway.

ROM cost estimates, development thresholds that trigger improvements, and a tabulation regarding which developer is responsible (and what percentage) will be summarized in a spreadsheet format.

Task 4 – Reporting

KHA staff will provide a summary memorandum that documents the following items discussed in Task 1-3 above:

- Review comments from each of the four individual TIS reports from Task 1.
- Summary overview of the analysis assumptions and results from Task 2.
- Summary spreadsheet depicting ROM costs and developer responsibility along with supported documentation from Task 3.
- Summary overview of site access for each of the four developments, and possible revisions to driveway configurations to preserve access management

This memorandum will be submitted via email in Adobe Acrobat PDF; no hard copies will be provided. The memorandum will be signed and sealed by a professional engineer registered in the State of Tennessee.

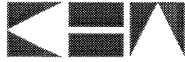
Task 5 – City Meetings

There are a number of meetings which may take place during this review process. We anticipate a combination of up to four (4) City of Franklin meetings which may consist of review meeting(s) with City of Franklin Engineering / Planning staff, Franklin Municipal Planning Commission (FMPC) work session(s) or meeting(s) and/or Board of Mayor and Alderman (BOMA) work session(s) and/or meeting(s). KHA will provide two (2) traffic engineers at up to four (4) of these meetings.

Task 6 – Additional Meetings

If additional meetings outside of the four (4) scoped in Task 5, are requested by City of Franklin Engineering / Planning staff, these meetings will be considered as Additional Services. These additional meeting may include:

- Additional review meeting(s) with City of Franklin Engineering / Planning staff outside of those scoped in Task 5.
- Additional FMPC and/or BOMA work session(s) and/or meeting(s) outside of those scoped in Task 5.



- Meetings with the Developer(s) and potentially their traffic engineering consultant – either individually or together in one setting – to present the findings of the consolidated review.

These meetings will be attended by KHA staff when requested by City of Franklin Engineering / Planning staff.

Task 7 – Additional Services

Any services not specifically provided in the above scope, as well as any changes in the scope you request, will be considered Additional Services and will be performed at our current hourly rates as we agree prior to their performance. Additional Services we can provide include, but are not limited to, the following items:

- Additional TIS Review outside of those documented in Task 1
- Traffic data collection services
- Additional analysis, ROM cost estimating, and reporting outside of the services documented in Tasks 2-4
- Intersection design services
- Roundabout design services
- Traffic signal design services
- Others as requested by the City

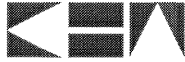
INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by KHA during the project, including but not limited to the following:

- Copies of each TIS prepared for each of the proposed developments in electronic format (including technical appendices for each)
- Existing signal timing data for each of the signalized intersections along the adjacent roadway network
- Scheduling and documentation of all meetings associated with this review process

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. Once the City has provided written notice to proceed to KHA as well as the items within the “Information Provided by Client” section, it is anticipated that Tasks 1-4 will be completed within six (6) weeks.



FEE AND EXPENSES

KHA will perform the services in Tasks 1-5 for the total lump sum fees summarized below. Individual task amounts are informational only.

Task 1 – TIS Review	\$9,200
Task 2 – Consolidated Analysis	\$9,500
Task 3 – Determine Improvement Responsibilities	\$9,200
Task 4 – Reporting	\$4,800
Task 5 – City Meetings	\$3,800

Total Lump Sum Fee: \$36,500

Lump sum fees (Tasks 1-5) 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.

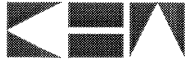
We will further perform the services in Tasks 6 and 7 on a labor fee plus expense basis. Labor fee for Tasks 6 and 7 will be billed on an hourly basis according to our current rate schedule, which is subject to annual adjustment. A budget for each meeting attended by KHA described in Task 6 is anticipated to cost approximately \$300 per hour (as two (2) KHA traffic engineers will attend these meetings). Effort associated with Tasks 6 and 7 will not be performed without authorization from you.

Task 6 – Additional Meetings (per hour, per meeting)	\$300
Task 7 – Additional Services (hourly / expense basis)	As Requested

Task 6 and 7 direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project will be billed hourly. Any fee projections in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the projections. 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 the terms and conditions in the attached City of Franklin Professional Services Agreement, which are incorporated by reference. As used in the City of Franklin Professional Services Agreement, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the Client” shall refer to the **City of Franklin, Tennessee**.



KHA, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

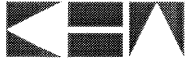
____ Please email all invoices to _____@_____._____.

____ Please email invoices to _____@_____._____ AND provide a hard copy to the address listed above (please note below if it should be to someone else's attention or an alternative address).

____ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to someone else's attention or an alternative address).

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Brad Waldschmidt, P.E.
Project Manager

Christopher D. Rhodes, P.E.
Vice President

Attachments: City of Franklin Professional Services Agreement
Kimley-Horn Hourly Rate Schedule

Agreed to this ____ day of _____, 2012.

CITY OF FRANKLIN, TENNESSEE
A Municipality

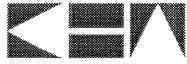
(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:



Kimley-Horn and Associates, Inc.
Hourly Rate Schedule
Valid through December 31, 2012

Category	Hourly Billing Rate
Senior Project Manager / Principal	\$200 – \$220
Senior Professional	\$145 – \$200
Professional	\$85 – \$145
Senior Technical Support	\$110 – \$120
Technical Support	\$75 – \$100
Support Staff	\$60 – \$80