



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #16  
BOMA  
10/09/2012

## MEMORANDUM

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September 29, 2012

**TO:** Board of Mayor and Aldermen

**FROM:** Eric Stuckey, City Administrator *Eric*  
David Parker, City Engineer/CIP Executive  
Paul Holzen, Director of Engineering  
Dan Allen, Assistant Director of Engineering

**SUBJECT:** **Consideration of Amendment No 1(COF Contract 2012-0097) with Kimley Horn and Associates in an amount not to exceed \$17,500 for Carothers Corridor Development Study Project**

### Purpose

The purpose of this memo is to provide information to the City of Franklin Board of Mayor and Alderman (BOMA) for consideration of Amendment No 1 for the Carothers Corridor Development Study.

### Background

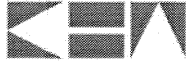
In June of this year, the Board approved a Professional Service Agreement (PSA) with Kimley Horn and Associates to assist the City in the review of multiple traffic impact studies submitted for development within the Carothers Parkway Corridor. The preliminary results of that analysis indicated significant congestion within the Cool Springs Blvd, Carothers Parkway and McEwen Drive corridors by the year 2025 based on the currently projected densities. With the amount of development projected in this area it has become necessary to develop functional exhibits to identify potential impacts, existing and proposed right-of-way, proposed laneage, edges of travel way, pavement widths, traffic control, access to adjacent properties and other information relative to the full build out. The functional exhibits will be extremely beneficial to ensure that staff is identifying long term solutions for the Carothers Corridor and allow for developers to assist with the construction of long term permanent public improvements.

### Financial Impact

Amendment 1 is for an amount not to exceed \$17,500. A budget amendment would be required for an additional \$1,000. The remainder would be paid for out of the TOC FY 2013 budget line item 82560 Consultant Services (\$6,000) and Engineering FY 2013 budget line item 82560 Consultant Services (\$10,000).

### Recommendation

Staff recommends approval of the PSA in an amount not to exceed \$17,500 for the Carothers Corridor Development Study Project. This approval would be contingent upon City Administrator, City Engineer and City Attorney contract approval.



Kimley-Horn  
and Associates, Inc.

EXHIBIT A

September 28, 2012

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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  
Transportation Planning Report  
Intersection of McEwen Drive / Carothers Parkway Vicinity  
Franklin, Tennessee**

Dear Mr. Comstock:

Kimley-Horn and Associates, Inc. (“KHA” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Franklin (“the Client” or “the City”) for professional consulting services to develop functional exhibits and rough order of magnitude (ROM) cost projections for Carothers Parkway and McEwen Drive. Our project understanding, scope of services, schedule, and fee are as follows:

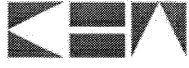
#### **PROJECT UNDERSTANDING**

The proposed developments near the intersection of Carothers Parkway and East McEwen Drive will contribute to congestion along these corridors. The City has concerns about the potential impact and selected KHA to provide a review of the traffic impact studies conducted for these developments by others. During the course of the review, several intersection and roadway capacity improvements were identified. ROM cost projections were developed for these improvements.

Due to the potential costs for identified improvements, the City of Franklin decided to develop more detailed functional exhibits and further identify the potential costs of these alternatives. The following describes the scope of services associated with the development of this information for the City of Franklin.

The limits of the study area will consist of Carothers Parkway between Cool Springs Boulevard to the north and Liberty Pike to the south, and McEwen Drive between Mallory Lane to the west and Cool Springs Boulevard/Oxford Glen Drive to the

■  
TEL 615 564 2701  
FAX 615 564 2702



east.

## SCOPE OF SERVICES

### Task 1 – Coordination

The City will provide available topographic data for the corridors in an electronic format (GIS shapefiles, MicroStation, or AutoCAD file format). The City will provide property information for the properties along the subject corridors, as well as existing plans for the subject corridors to include traffic signal plans, striping plans, roadway construction plans. This data will be used to develop the base mapping for the functional exhibits. This task also consists of two (2) KHA staff attending one (1) meeting with the City of Franklin.

### Task 2 – Functional Exhibits

Based on the GIS data obtained from the City in Task 1, KHA will prepare base mapping for functional exhibits of the build alternatives. It is anticipated that the exhibits will be prepared on 11" x 17" paper at a scale of 1" = 50' with aerial photography. The functional exhibits will indicate the existing and proposed right-of-way, proposed laneage, edges of travel way, pavement widths, traffic control, access to adjacent properties, and other information relative to the build alternative design.

KHA will prepare two (2) alternatives for the functional exhibits:

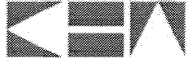
- No-Build – No improvements are constructed
- Widen to the Inside – Consists of intersection improvements and roadway widening to the inside along Carothers Parkway and McEwen Drive, as identified in the Integrated Growth Plan report

KHA will submit the functional exhibits to the City for review and comment. Based on the comments, KHA will modify the functional exhibits. KHA will develop ROM cost projections associated with the one (1) build alternative. The ROM cost projections will be based on unit prices for construction items from recent TDOT projects. KHA will provide estimates for preliminary engineering, construction, and construction engineering inspection (CEI). It is assumed that the City will provide the costs for right-of-way and for utility relocation.

While ROM cost projections were developed previously, the information will be revised based on the more-detailed functional exhibits.

Deliverables:

- KHA will provide functional exhibits for up the no-build alternative and one build alternative suitable for printing on 11" x 17" paper at a scale of 1" = 50' in Adobe Acrobat PDF file format.
- KHA will provide ROM cost projections for preliminary engineering, construction, and CEI.



- City will provide ROM cost projections for right-of-way and utility relocation.

### **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:

- Functional design for additional alternatives
- Transportation planning report
- Traffic counts
- Roadway or traffic control design
- Traffic signal timing or optimization
- Other services as requested by the Client

### **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:

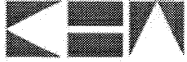
- Topographic data for the corridors in an electronic format (GIS shapefiles, MicroStation, or AutoCAD file format).
- Property information for the properties along the subject corridors.
- Existing plans for the subject corridors to include traffic signal plans, striping plans, roadway construction plans.

### **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 draft functional exhibits will be submitted within four (4) weeks.

### **FEE AND EXPENSES**

KHA will perform the services in Tasks 1-2 on an hourly basis not to exceed \$17,500.00. All permitting, application, and similar project fees will be paid directly by the Client. Hourly fees and project expenses will be invoiced monthly based upon the effort performed within that month. 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**.

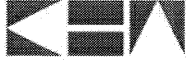
KHA, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

\_\_\_\_ 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.



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**

\_\_\_\_\_

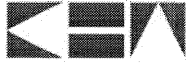
\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:



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

<b>Category</b>	<b>Hourly Billing Rate</b>
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

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR THE CAROTHERS CORRIDOR DEVELOPMENT STUDY  
PROJECT  
COF CONTRACT NO 2012-0097**

**THIS AMENDMENT** is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2012, by and between the **City of Franklin, Tennessee** ("City") and **Kimley Horn and Associates, Inc.** ("Consultant").

**WITNESSETH:**

**WHEREAS**, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Professional Services Agreement COF Contract No. 2012-0097 dated June 12, 2012; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$36,500.00 as authorized by the City Engineer and as detailed in the Fee Schedule; and

**WHEREAS**, the City has negotiated with the Consultant an increase in the services, as described in Exhibit A - Proposal for Professional Services Transportation Planning Report Intersection of McEwen Drive / Carothers Parkway Vicinity in the amount of **Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00)**

**NOW, THEREFORE**, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the Survey and Design Services as provided for in the Agreement dated October 11, 2012.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional CEI Services required in an amount not to exceed **Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00)**

The City reserves the right to issue any payments jointly to the Consultant and Contractor when the City receives information that the Consultant has not paid its Contractor.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or



forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated June 12, 2012 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**CITY OF FRANKLIN, TENNESSEE**

**KIMLEY HORN AND  
ASSOCIATES, INC**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**  
City Administrator/Recorder  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney