

**AMENDMENT NO. 2 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 and the Consultant amended this agreement through Amendment No 1 to professional Engineering Services, Dated the 9th Day of October, 2012 for an additional \$17,500 to prepare functional exhibits for a Widen to the inside option; 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 **Fifty-Two Thousand Five Hundred and No/100 Dollars (\$52,500.00)**.

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 additional Design Services as described in Exhibit A.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Services required in an amount not to exceed **Fifty-Two Thousand Five Hundred and No/100 Dollars (\$52,500.00)**

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 and Amendment No 1 Dated October 9, 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: _____

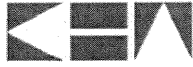
By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator/Recorder
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



Kimley-Horn
and Associates, Inc.

October 12, 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
Amendment Number 2
Intersection of Carothers Parkway / East McEwen Drive 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, rough order of magnitude (ROM) cost projections, and perform additional traffic analysis for Carothers Parkway and East 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 selected KHA to review traffic impact studies and perform traffic analyses for intersections along the Carothers Parkway and McEwen Drive corridors. Additionally, the City has selected KHA to prepare functional exhibits for two (2) alternatives illustrating roadway improvements that may be needed based on results from the traffic analyses; more detailed ROM cost projections are also included in this effort. The two (2) alternatives consist of "No-Build" and "Widen to the Inside". The City of Franklin has requested scope and fee for additional consulting services beyond what is contained within the original Agreement and Amendment Number 1. These additional services consist of preparing functional exhibits for an additional roadway alternative, updating the traffic data and analysis, evaluating Alternative Intersection concepts at Carothers Parkway and East McEwen Drive, and additional meetings with the City.

■
TEL 615 564 2701
FAX 615 564 2702



SCOPE OF SERVICES

Task 1 – Functional Exhibits

Based on the GIS data obtained from the City in the previous agreement (Amendment Number 1), KHA will prepare base mapping for functional exhibits of additional improvement 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 one (1) alternative for the functional exhibits:

- Widen to the Outside – Consists of intersection improvements and roadway widening to the outside 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 projections will be revised based on the more-detailed functional exhibits.

Deliverables:

- KHA will provide functional exhibits for up the one (1) 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.

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Task 2 – Update Traffic Data and Analysis

The analysis documented and summarized within the Integrated Growth Plan utilized existing traffic volume data provided by the City. However, with the exception of the Carothers Parkway at East McEwen Drive intersection, these existing traffic counts were performed before the four-lane East McEwen Drive segment was open to traffic between Carothers Parkway and Cool Springs Boulevard / Oxford Glen Drive. Additionally, while the intersection of Carothers Parkway and East McEwen Drive was counted in June after the opening of the road, public schools were not in session.

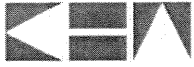
KHA will utilize a subconsultant for the collection of intersection turning movement volume counts at the eight (8) study intersections:

- Cool Springs Boulevard at Carothers Parkway
- Carothers Parkway at Crescent Centre Drive
- Carothers Parkway at Nissan Way
- Carothers Parkway at East McEwen Drive
- Carothers Parkway at Liberty Pike
- Mallory Lane at West McEwen Drive
- McEwen Drive at I-65 Interchange
- East McEwen Drive at Cool Springs Boulevard/Oxford Glen Drive

Four (4) hours of turning movement data will be collected; this consists of two (2) hours in the weekday AM peak period and two (2) hours in the weekday PM peak period.

This traffic data will be used to revise the Integrated Growth Plan document. The existing traffic volumes and forecasted future volumes will be updated based on the newer traffic counts. Capacity analyses will be performed using methodology within the *Highway Capacity Manual 2010* and the *Synchro 8* software. The capacity analysis results will be used to determine possible future roadway / intersection improvement needs based on the updated traffic volumes. It is not currently known if the revised analysis will result in fewer or additional roadway / intersection improvement needs. The functional exhibits will be revised to reflect changes in the anticipated improvement needs based on this updated traffic analysis.

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Task 3 – Alternative Intersection Analysis

The City has requested that Alternative Intersection opportunities be considered for the intersection of Carothers Parkway at East McEwen Drive. The traffic analysis results have indicated that triple left-turn lanes may be needed along certain intersection approaches. Since triple left-turn lanes are presently uncommon at intersections, this option will be considered an Alternative Intersection solution. Effort associated with traffic analysis, functional exhibit, and ROM cost projections for this option is included in previous Agreements.

Alternative Intersection configurations will be considered for the intersection of Carothers Parkway at East McEwen Drive. The City and KHA will discuss the various options and select up to three (3) configurations to consider at this intersection. Traffic volumes will be forecasted for each of these configurations, and capacity analyses will be performed using methodology within the *Highway Capacity Manual 2010* and the *Synchro 8* software. Animation / simulation will be developed using the *SimTraffic 8* software to provide a two-dimensional visualization of each Alternative Intersection configuration that is selected for consideration.

The capacity analyses for each of the three (3) Alternative Intersection configurations will be summarized for the City to review. The City and KHA will select one (1) preferred Alternative Intersection configuration, and both functional exhibits and ROM cost projections will be prepared that focus on this one (1) preferred alternative.

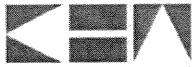
Task 4 – Meetings

KHA will provide two (2) engineers to attend up to eight (8) meetings at the City of Franklin. These meetings may include, but are not limited to:

- City Planning / Engineering Staff
- City Planning Commission
- City Board of Mayor and Aldermen
- Stakeholder / Property Owners

If additional meetings in excess of eight (8) are requested, they will be considered as Additional Services as detailed below.

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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:

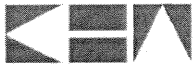
- Functional design for additional alternatives
- Transportation planning report
- Additional traffic counts
- Roadway or traffic control design
- Traffic signal timing or optimization
- Additional meetings in excess of those described in Task 4
- Other services as requested by the Client

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.

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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:

- Task 1 in draft format will be submitted within three (3) weeks.
- Task 2 will be performed within five (5) weeks.
- Task 3 will be performed within eight (8) weeks.

FEE AND EXPENSES

KHA will perform the services in Tasks 1-4 on an hourly basis not to exceed \$52,500.00. The summary by task is shown below:

<i>Task 1 – Functional Exhibits</i>	<i>\$7,900</i>
<i>Task 2 – Update Traffic Data and Analysis</i>	<i>\$14,700</i>
<i>Task 3a – Alternative Intersection, Analysis</i>	<i>\$12,800</i>
<i>Task 3b – Alternative Intersection, Functional Exhibit</i>	<i>\$8,600</i>
<i>Task 4 – Meetings</i>	<i>\$8,500</i>
<hr/>	
Total (not to exceed):	\$52,500

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.

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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

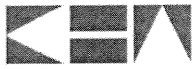
(Print or Type Name and Title)

(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



October 16, 2012

TO: Board of Mayor and Aldermen

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

SUBJECT: **Consideration of Amendment No 2 (COF Contract 2012-0097) with Kimley Horn and Associates in an amount not to exceed \$52,500 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 2 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.

Amendment 1 was approved at the October 9th, 2012 Board meeting allowing staff to investigate and develop functional plans for the “widen to the inside” option. At this meeting the Board requested an additional option to “widen to the outside”. As part of this option staff is recommending the following: development of functional exhibits for the widen to the outside option, investigation of alternative intersection at Carothers Parkway and McEwen Drive, alternative Intersection functional exhibits, updated traffic count data and additional funding as an allowance for our traffic consultant to attend public meetings to discuss the alternate intersections.

Financial Impact

Amendment 2 is for an amount not to exceed \$52,500. This will require a budget amendment for an additional \$52,500 to the TOC FY 2013 Budget line item 82560 Consultant Services. Below is a summary/breakdown of cost associated with Amendment 2:

\$7,900	Task 1 - Functional Exhibits
\$14,700	Task 2 – Update Traffic Data and Analysis
\$12,800	Task 3a – Alternative Intersection Analysis
\$8,600	Task 3b – Alternative Intersection, Functional Exhibits
\$8,500	Task 4 – Meetings
<u>\$52,500</u>	Total Cost



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FRANKLIN
TENNESSEE

MEMORANDUM

Below is a summary/breakdown of total project cost:

\$36,500.00	Contract 2012-0097 (BOMA Approved 6/12/2012)
\$17,500.00	Amendment 1 (BOMA Approved 10/9/2012)
<u>\$52,500.00</u>	<u>Amendment 2</u>
\$106,500.00	Total Project Cost

Recommendation

Staff recommends approval of the PSA Amendment No 2 in an amount not to exceed \$52,500 for the Carothers Corridor Development Study Project.