

RESOLUTION 24-04

**A RESOLUTION TO APPROVE THE A&E CONTRACT WITH KIMLEY HORN
FOR THE PETER JENKINS GREENWAY CONNECTOR TAP GRANT**

WHEREAS, The Tennessee Department of Transportation (TDOT) has a program called the Transportation Alternative Program (TAP) which participates in the construction of alternative transportation routes in municipalities across the state of Tennessee; and

WHEREAS, the City of Spring Hill approved Resolution 21-156 to apply for the TAP Grant for the Peter Jenkins Greenway Connector project; and

WHEREAS, the City of Spring Hill approved Resolution 23-121 to accept the TAP Grant award for the Peter Jenkins Greenway Connector; and

WHEREAS, the City of Spring Hill is responsible for all design, engineering, and right of way costs associated with the Peter Jenkins Greenway Connector project; and

WHEREAS, the City of Spring Hill approved Resolution 23-226 to award Kimley Horn the A&E services for this project; and

WHEREAS, Kimley Horn has submitted a scope of work and contract for providing the PE-NEPA phase services for the preliminary design and NEPA document preparation for the project for the sum of \$196,650 ; and

WHEREAS, the City of Spring Hill has budgeted \$123,750 in FY 23/24 for Capital Design and Environment; and

WHEREAS, the remainder of the necessary funds for this preliminary phase will be budgeted in FY 24/25.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE approves Kimley Horn's scope of work and contract for PE-NEPA phase services for the preliminary design and NEPA document preparation for the Peter Jenkins Greenway Connector project for the sum of \$196,650.

Passed and adopted this 5th day of **February**, 2024.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: Approval of Resolution 24-04

SUBMITTED BY: Kayce Williams, Director of Parks & Recreation

DATE: January 10, 2024

RE: Kimley Horn Contract for TAP Grant A&E

ATTACHMENTS: Resolution, Contract, Estimated Fees By Year

PURPOSE:

To approve a contract with Kimley Horn for A&E services for the Peter Jenkins Greenway Connector Grant.

BACKGROUND:

The City was awarded the TAP grant for the Peter Jenkins Greenway Connector which is an 80/20 match for the construction, the cost of A&E/ROW is 100% locally funded. By RFQ process, Kimley Horn was chosen to do the A&E work. KH recommended only scoping through the NEPA phase right now which would allow them to do the survey, NEPA docs, and the preliminary design with which to ultimately provide a more accurate scope and fee for the final design and permitting of the project. The cost for this is \$196,650. The City budgeted \$123,750 for this project in FY 23/24. Here are some of the major take-aways:

- The desire to do a more extensive preliminary scope will likely eliminate some of the pitfalls/delays we experienced with the Harvey Park GW grant (which resulted in us losing our construction grant) because we will go ahead and get all of the deeper survey work done now instead of on the back end. Grassy Branch is going to be tricky to work with so getting the survey work done now for the flood study will definitely make design easier than trying to play catch-up on an unmapped stream in the 11th hour.
- This preliminary number will get us a full NEPA along with the 30% design.
- As I understand it, the \$123,750 budgeted for this year will be sufficient as we cannot get everything done by July 1 anyway. It will take close to 4 months just for the survey and TIS, which should only come to around \$75K, so no additional funds should be needed this FY = a budget amendment will not be necessary. We will simply need to add the balance into next FY.

We will not be over budget for FY 23/24 and everyone expects we will be well within the \$650K overall A&E budget approved by BOMA (Res 21-156). The design for this project must be completed by Sept 30, 2026 so I asked KH to send us an estimated yearly budget breakout for the project so we can budget appropriately on our end.

FINANCIAL IMPACT:

Estimated Design Fees per Fiscal Year

FY 23/24	PE-NEPA Services	\$120,000
FY 24/25	PE-NEPA Services	\$76,650
FY 24/25	PE-Design Services	\$100,000
FY 25/26	PE-Design Services	\$178,350

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

January 2024 BOMA approval to begin project.

Spring Hill - Peter Jenkins Greenway Connector – PE-NEPA Phase

January 5th, 2024

Kayce Williams
City of Spring Hill
4237 Port Royal Road
Spring Hill, TN 37174

Re: Scope of Services for
PE-NEPA Phase Services
Peter Jenkins Greenway Connector

Dear Kayce Williams:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services for providing PE-NEPA phase services for the preliminary design and NEPA document preparation for the project. An overview of the scope of services is provided below:

Name of Firm:

Kimley-Horn and Associates, Inc.

Primary Contact:

Harrison Turner, P.E.

Additional Contacts:

Zac Dufour, P.E., CRESC
Alisha Eley, PLA, LEED AP, ASLA

Project Description:

The project will consist of planning and design services for the construction of the Peter Jenkins Greenway Connector from Wyngate Estates to Walden Creek Apartments.

Budget:

\$196,650

A detailed scope of services and additional documentation is provided in the following pages.

PROJECT UNDERSTANDING

The project will consist of planning and design services for the construction of the Peter Jenkins Greenway Connector from Wyngate Estates to Walden Creek Apartments. The proposed scope of the project will extend the existing greenway by approximately 1.1 miles, connecting the southern end of the existing Peter Jenkins Greenway to the existing multi-use path at Walden Creek Apartments. The project will begin where the existing Peter Jenkins Greenway enters the Allendale Elementary School property and extends southward along the property line until crossing Prescott Way. It then continues eastward along Prescott Way until reaching Hurt Road where it continues southward along the west side of Hurt Road until connecting into the existing greenway along the northside of Duplex Road. The proposed greenway will cross Duplex Road on the east side of Augusta Trace Drive and continue southward along Grassy Branch. The proposed greenway will cross Grassy Branch and terminate in a connection to the existing multi-use path at Walden Creek Apartments. The project limits are attached to this agreement as Exhibit A.

Funding for the project will be provided by the TDOT Transportation Alternative Grant (TAP). The project shall be accomplished in accordance with TDOT Local Programs guidelines.

In addition to the above project understanding, the following assumptions have been made to develop the proposed scope of services:

- The existing sidewalk along the west side of the Allendale Elementary School property will be upgraded to allow for a multi-modal traffic.
- The roadway crossings at Prescott Way and Duplex Road will require an engineering study for multimodal crossings.
- Portions of the proposed greenway may be required to be a boardwalk.
- Additional
- Upt to two (2) pedestrian bridges may be required to cross Grassy Branch.

The scope provided below is for PE-NEPA phase which consists of Existing Conditions Survey, NEPA Documentation, Preliminary Design, and Traffic Engineering Analysis. Upon completion of these tasks, Kimley-Horn will provide the City with an amendment to this agreement that will outline the scope and fee for ROW Services, Final Design, Utility Coordination, and Bid Phase Services. Prior to construction, Kimley-Horn will provide the City with an additional amendment to this agreement that will outline the scope and fee for Construction Engineering Inspection.

SCOPE OF SERVICES

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the City and TDOT to provide updates, coordinate project reviews, and other activities to help the City and TDOT be generally informed of the progress of the project.
- Project Kick-off Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for a single project kick-off meeting.
- Project Review Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for the review meeting at the preliminary design project milestone.

- Project Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to three (3) project meetings as needed throughout the PE-NEPA Phase, in addition to a kick-off meeting prior to start the project.
- Project Administration – Kimley-Horn will conduct regular project management activities to ensure the project stays on schedule and within budget and that major milestones are met. Monthly invoices and progress reports will be provided as part of this task.

Task 1 Kimley-Horn Deliverables:

1. Meeting agendas and minutes outlined above (PDF format) to the City and all meeting attendees.

Task 2 – Existing Conditions Survey

Task 2.1 – Greenway Route Survey

Kimley-Horn and/or its subcontractors will provide an existing conditions survey of the proposed greenway route as outlined and shaded in red in the attached Project Limits Map. Assets to be captured consist of topography, existing built structures such as sidewalks, walls, roads (including curb & gutter), parking lots, signage, paint striping, and all visible utilities (including invert elevations and pipe material/diameter). All survey data is to be delivered in Tennessee State Plane 4100, USFT. Vertical datum will be delivered in NAVD 88. The survey results shall meet or exceed Category I minimum standards as defined in 0820-03-.05 ACCURACY OF SURVEYS of the Tennessee State Board of Examiners Standard of Practice.

Task 2.2 – Boundary Survey

Kimley-Horn and/or its subcontractors will provide a boundary survey of parcels 166 00606 00011166, 166P B 00101 00011166P, 166P B 00100 00011166P, 170A H 00100 00011170A, 167M K 00100 00011167M, and 170 00100 00011170 in Williamson Co., TN and parcel 027 0001.00 in Maury Co., TN as noted in the attached Project Limits Map.

The boundary surveys shall meet or exceed the standards for a Category I General Property Survey as set forth in Sections 0820-03-05 and 0820-03-07(1) of the Rules of State Board of Examiners for Land Surveyors. All survey data is to be delivered in Tennessee State Plane 4100, USFT. Vertical datum will be delivered in NAVD 88. The survey results shall meet or exceed Category I minimum standards as defined in 0820-03-.05 ACCURACY OF SURVEYS of the Tennessee State Board of Examiners Standard of Practice.

Task 2.3 – Easement Exhibits

Kimley-Horn will produce easement exhibits for the recordation of the necessary access easements through parcels 166 00606 00011166, 166P B 00101 00011166P, 166P B 00100 00011166P, 170A H 00100 00011170A, 167M K 00100 00011167M, and 170 00100 00011170 in Williamson Co., TN and parcel 027 0001.00 in Maury Co., TN.

Task 2 Kimley-Horn Deliverables:

1. AutoCAD file with topographic survey of project corridor (DWG format)
2. Existing topographic surface file (XML format)
3. Easement Exhibits (PDF format)

Task 3 – National Environmental Policy Act (NEPA) Studies and Documentation

Given the nature of the proposed project and the assumptions that: 1) minimal right-of-way and/or easements (permanent or temporary) will be required and will not warrant any relocations or displacements, the NEPA document is a likely candidate for classification as a C-List Categorical Exclusion (C-List CE) or Programmatic Categorical Exclusion (PCE). This determination can only be made, however, by TDOT in cooperation with the Federal Highway Administration (FHWA). If a higher level of NEPA document is required by TDOT and/or FHWA other than the preparation of a C-List CE or PCE, this effort will be considered Additional Services beyond this scope of services.

One Build Alternative and the No-Build Alternative will be studied. The NEPA document will be based on functional plans or on preliminary plans (20-30 percent complete) as defined in TDOT's *Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (June 2023).

Task 3.1 – TDOT Environmental Division Coordination

Kimley-Horn (hereinafter, the Consultant) will maintain direct contact and function as a liaison with the designated representative of the TDOT Environmental Division's Local Programs Office.

Task 3.2 – Agency Coordination

The Consultant will prepare and send an initial studies coordination packet on TDOT's preferred template, consisting of associated project mapping and plans, to TDOT for coordination with the following federal and state agencies:

- U.S. Fish and Wildlife Service (USFWS)
- Tennessee Wildlife Resources Agency (TWRA)
- Tennessee Department of Environment and Conservation (TDEC)

Task 3.3 – Public Involvement

It is assumed that no public involvement activities will be required for the proposed project. If any public involvement activities are deemed necessary, this effort will be considered Additional Services beyond this scope of services.

Task 3.4 – Environmental Technical Studies

The Consultant will prepare the environmental technical studies listed below:

Ecology

The Consultant's subconsultant, Civil & Environmental Consultants, Inc. (CEC), will provide an Environmental Boundaries Report (EBR) in accordance with TDOT standards. As part of the preparation of the EBR, CEC will perform a jurisdictional waters determination as outlined below.

Jurisdictional Waters Determination

CEC will provide a Waters of the U.S. Determination (i.e. streams and wetlands) for the project area. In performing the jurisdictional determinations, the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the project area. CEC will perform the following tasks:

1. Using the 1987 *Corps of Engineers Wetland Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0 delineate potential wetlands located in the project site.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.

3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area, and log lat/long of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Submit wet weather conveyance and stream determinations as a Qualified Hydrologic Professional to TDEC.
5. Prepare a summary report describing the findings that will consist of water resources form, the routine wetland determination data forms, Hydrologic Determination forms, Habitat Assessment forms, Tennessee rapid assessment methodology forms, a photo summary, and delineation map.

Assumptions:

- It is assumed that no individual plant or animal species survey will be conducted as part of this proposed scope of services and cost estimate. If the Client, TDOT, or another state and/or federal agency requests a species survey, these services can be provided, but will be considered Additional Services beyond this scope of services.

Floodplains

Floodplains and floodways in the project area will be identified only through the review of National Flood Insurance Rate Maps (FIRMs). All FIRMs specific to the project area will be compiled and the relevant floodplains and floodways information will be provided as part of the NEPA document.

Recreational Resources

It is not anticipated that the proposed project will require any right-of-way or easements from a resource funded by Land and Water Conservation Funds (Section 6(f)). If Section 6(f) evaluation is deemed necessary by TDOT or any other agency, these services can be provided by the Consultant in accordance with Additional Services clause of this agreement.

One Section 4(f) resource has been identified within the project area, Peter Jenkins Greenway. The Consultant will evaluate the potential effects to this resource resulting from the construction of the proposed project and, if warranted, prepare a Section 4(f) exception letter (transportation enhancement). If required, Kimley-Horn will prepare the Section 4(f) exception letter (transportation enhancement) for the project and submit it to the Client for initial review. Once the initial review has been completed by the Client, the Section 4(f) exception letter (transportation enhancement) will be sent to the Official with Jurisdiction (OWJ), for signature. The Consultant will then incorporate the information documented in the Section 4(f) exception letter (transportation enhancement) into the NEPA document.

Assumptions:

- An exception from Section 4(f) is anticipated for this project. If TDOT, FHWA or the Official with Jurisdiction request the preparation of either a Determination of Section 4(f) *De Minimis* Use, Programmatic Section 4(f) Evaluation, or an Individual Section 4(f) Evaluation, an addendum to this scope of services and cost estimate will be required.

Cultural Resources

Section 106 – Historic Properties

It is assumed that an Assessment of Effects for Historic Properties Report will not be required. Based on this assumption, the Consultant will complete a Section 106 Assessment report utilizing the TDOT Environmental Division's standard template, which will research the architectural/historical records for the general project area through a desktop review only. As part of the Section 106 Assessment, the Consultant will submit the following items to TDOT:

- USGS topographic mapping of the project area;
- Photographs of all historic properties along the project area, along with a key map; and
- Dates of construction for buildings in the project area, as warranted and as available.

The Consultant will submit the Section 106 Assessment to TDOT for review. TDOT will then submit the Section 106 Assessment to the Tennessee State Historic Preservation Office (TN-SHPO) requesting a Section 106 review of the proposed project area. The results of both the Section 106 review as well as a copy of the TN-SHPO letter will be incorporated directly into the NEPA document.

Assumptions:

- It is assumed that no Assessment of Effects for Historic Properties Report will be completed as part of this proposed scope of services and cost estimate. If an Assessment of Effects for Historic Properties Report is deemed necessary by TDOT, FHWA and/or the TN-SHPO beyond the efforts included in the preparation of the Section 106 Assessment previously mentioned, these services can be provided, but will be considered Additional Services beyond this scope of services.

Section 106 – Archaeology

Due to the presence of undisturbed areas within portions of the project limits, the Consultant's subconsultant, Richard Grubb and Associates, Inc. (RGA), will be responsible for conducting a Phase I Archaeological Survey to identify historic and prehistoric archaeological sites within the project's anticipated APE. The results of the Phase I Archaeological Survey will be presented in a report that meets the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (1983) and complies with the Tennessee SHPO Standards and Guidelines for Archaeological Resource Management Studies (October 2018) and the TDOT Phase I Archaeological Survey Scope of Work (2021), if applicable.

This work will be performed pursuant to Section 106 of the National Historic Preservation Act (NHPA), as amended.

Once the Phase I Archaeological Survey is complete, the draft report will be submitted to TDOT for review and comment. TDOT will submit the draft report to the TN-SHPO for review. Following the receipt of comments, RGA will finalize the Phase I Archaeological Survey and the results will be incorporated directly into the NEPA document.

Assumptions:

- No Phase II Testing – If required, this work can be completed in accordance with the Additional Services clause of this agreement.
- If a Memorandum of Agreement is needed to confirm agreed upon mitigation measures for the Build Alternative, it will be conducted in accordance with the Additional Services clause of this agreement.
- If Phase III work, data recovery is necessary, it can be included in accordance with the Additional Services clause of this agreement.

Environmental Justice

The Consultant will complete an Environmental Justice (EJ) analysis, in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will evaluate block group-level census data within the project area, to determine whether minority and/or low-income populations are present in the area affected by the proposed project, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations.

The EJ analysis will be limited to desktop research only and will be incorporated directly into the NEPA document or, if requested by TDOT, will be documented in an EJ Memorandum. No fieldwork will be completed. If a disproportionately high and adverse effect on a minority population or a low-income population is revealed, the analysis will show how the effects are distributed within the affected project area. If potential mitigation measures or potential community outreach efforts are identified by TDOT or FHWA, these services can be provided, but will be considered Additional Services beyond this scope of services.

Assumptions:

- No fieldwork will be required.

Hazardous Materials

The Consultant will complete a desktop review of available hazardous materials databases available through TDEC and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. This information along with all relevant TDEC and EPA database mapping for the project area will be presented in a memorandum for the TDOT Hazardous Materials Section to review and provide further recommendations as to whether additional studies may be necessary.

Assumptions:

- It is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services and cost estimate. If the Client, TDOT, or another state and/or federal agency requests additional hazardous materials studies, these services can be provided, but will be considered Additional Services beyond this scope of services.

Environmental Technical Information to be provided by TDOT

The TDOT Environmental Division will be responsible for providing the following environmental technical information:

- Air Quality
- Noise
- Native American Consultation

Following receipt of the above listed environmental technical information from the TDOT Environmental Division, the Consultant will review and incorporate the information/data into the NEPA document.

Additional Services – Environmental Technical Studies

The following environmental technical studies can be completed but will be considered Additional Services beyond this scope of services:

- Conceptual Stage Relocation Plan
- Ecology –Threatened and Endangered Species Surveys (included but not limited to Bat Presence or Absence Surveys)
- Detailed Floodplain Analysis
- Air Quality Analysis
- Traffic Noise Analysis
- Farmland Coordination and Farmland Analysis
- Programmatic Section 4(f) Evaluation, De Minimis Section 4(f) Evaluation, and/or Individual Section 4(f) Evaluation
- Section 6(f) Documentation
- Detailed Environmental Justice Analysis
- Assessment of Effects for Historic Properties Report
- Phase II Archaeological Surveys, MOA, and/or Phase III Testing
- Phase I or Phase II Environmental Site Assessments and Asbestos Containing Materials Surveys

Task 3.5 – Document Preparation and Approval

The purpose of this task is to develop the CE documentation, consistent with the requirements of the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents* as well as the *Tennessee Environmental Procedures Manual* (June 2011 edition) and TDOT's *Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (June, 2023).

Following completion of the document by the Consultant, the NEPA document will be submitted to the Client for review and comment. The Consultant will then revise the NEPA document based on the Client's comments. Once the Client approves the NEPA document, the document will be submitted to the TDOT Environmental Division for initial review and subsequent approval.

Task 3 Kimley-Horn Deliverables:

1. Initial Studies Coordination Package (electronic copy in Adobe PDF format)
2. Section 106 Assessment (electronic copy in Adobe PDF format)
3. Environmental Boundaries Report (electronic copy in Adobe PDF format)
4. Notice of Intent to Pursue an Exception Under Section 4(f) (electronic copy in Adobe PDF format)
5. Phase I Archaeological Survey (electronic copy in Adobe PDF format)
6. Environmental Justice Memorandum (electronic copy in Adobe PDF format)
7. Draft Categorical Exclusion document for the Client's review (electronic copy in Adobe PDF format)
8. Draft Categorical Exclusion document for TDOT/FHWA review (electronic copy in Adobe PDF format)
9. Final Categorical Exclusion document for TDOT/FHWA review and approval (electronic copy in Adobe PDF format)

Task 4 – Preliminary Design

Task 4.1 – Preliminary Design

Upon receiving notice to proceed for the PE-NEPA Phase from TDOT and receipt of the survey as stated in Task 2, Kimley-Horn will prepare a preliminary design in accordance with TDOT's Roadway Design Guidelines and current City of Spring Hill design standards. The plans will consist of the following sheets:

- Title Sheet with Index
- Estimated Quantities
- Typical Sections – Plan will consist of typical greenway stations for the proposed greenway designated by project station.
- Present Layout – Plan will identify existing features that need to be cleared, removed, demolished, and/or abandoned prior to new construction.
- Proposed Layout – Plan will consist of horizontal location of the proposed greenway, boardwalk(s), and pedestrian bridge(s).
- Proposed Profile – Plan will consist of the vertical profile of the proposed greenway.
- Grading and Drainage Plan – Plan will show the location of the on-site stormwater drainage pipes and structures; additionally, plan will consist of proposed contour lines and spot elevations.
- Preliminary Structural Sheets – Sheets will consist of standard details for proposed boardwalks and pedestrian bridge(s).

Task 4.2 – Preliminary Engineer's Opinion of Probable Construction Cost

Kimley-Horn staff will prepare an engineer's opinion of the probable construction cost to accompany the preliminary design plans. The opinion of probable construction cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. This cost will be based on preliminary construction quantities developed from the preliminary construction plans.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 4.3 – Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans to TDOT and the City of Spring Hill for review and comment. Kimley-Horn will meet with the City to discuss the City's comments. Following this review meeting, Kimley-Horn will revise the plans based on the City's comments and comments from TDOT.

Task 4 Kimley-Horn Deliverables:

1. Preliminary Plans package (PDF format)
2. Preliminary engineer's opinion of probable construction cost (electronic copy, PDF format) to the City

Task 5 – Traffic Engineering Analysis

Kimley-Horn will conduct a traffic engineering analysis of the proposed crossings at Prescott Way and Duplex Road. Through a traffic data collection subconsultant, twelve (12) hour pedestrian volume counts will be performed to determine the peak hour pedestrian volumes at the seven (7) intersections outlined below.

- Prescott Way and Hayward Lane
- Prescott Way and Crenshaw Drive
- Duplex Road and Baker Springs Lane
- Duplex Road and Baker Creek Drive
- Duplex Road and Augusta Trace Drive
- Duplex Road and Cochran Trace Drive
- Duplex Road and Hurt Road

Bi-directional 24-hour volume, speed and classification counts will be collected along Duplex Road east of Augusta Trace Drive and along Prescott Way east of Hayward Lane.

Kimley-Horn will note the posted speed limit and general roadway geometry in the vicinity of the proposed multimodal crossings. Kimley-Horn will use the existing pedestrian volumes and proposed project development to project future pedestrian volumes for the two (2) proposed multimodal crossings. Kimley-Horn will analyze the projected pedestrian and vehicular data to determine appropriate multimodal crossing treatments for the two (2) proposed crossings in accordance with the Manual on Uniform Traffic Control Devices and Federal Highway Administration (FHWA) guidelines.

Kimley-Horn will prepare a technical report for submittal to City of Spring Hill. The report will summarize our findings, evaluations, and recommendations. Prior to the submittal, we will submit a draft to the Client for review and comment. The final submittal will be provided electronically in PDF format to the City of Spring Hill.

Task 5 Kimley-Horn Deliverables:

1. Traffic Engineering Analysis Memorandum (PDF format)

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then-current hourly rates or an agreed upon lump sum value. Additional Services Kimley-Horn can provide consist of, but are not limited to, the following:

- Right-of-Way Design Services
- Right-of-Way Mapping Services
- Final Design Services
- Utility Coordination
- Bid Phase Services
- NEPA Document Re-Evaluation
- Lighting/Electrical Design Services
- Environmental Permitting
- No-Rise Studies, CLOMR or LOMR through FEMA
- Right-of-Way Acquisition Services
- Structural Design Services
- Construction Phase Services
- Design services should the Project Understanding be modified from the assumptions documented in this Scope of Services
- Professional services should the project scope exceed those documented in this Scope of Services
- Attendance at meetings outside of those scoped above
- Others as requested by the Client

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that meets the TDOT grant schedule requirements.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 through 5 for the total lump sum fee as summarized below.

PE-NEPA

Capital Environmental:

Task 2 – Existing Conditions Survey	\$60,250
Task 3.1-4 – NEPA Studies	\$22,250

Capital Design:

Task 1 – Project Management	\$8,500
Task 3.5 – NEPA Documentation	\$24,550
Task 4 – Preliminary Design Services	\$69,900
Task 5 – Traffic Engineering Analysis	\$11,200

PE-NEPA Subtotal:	\$196,650
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Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. All permitting, application, and similar project fees will be paid directly by the Client. 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, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Spring Hill, Tennessee.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement. Failure to supply this information could result in delay in starting work on this project.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 



Printed Name: Harrison Turner, P.E.

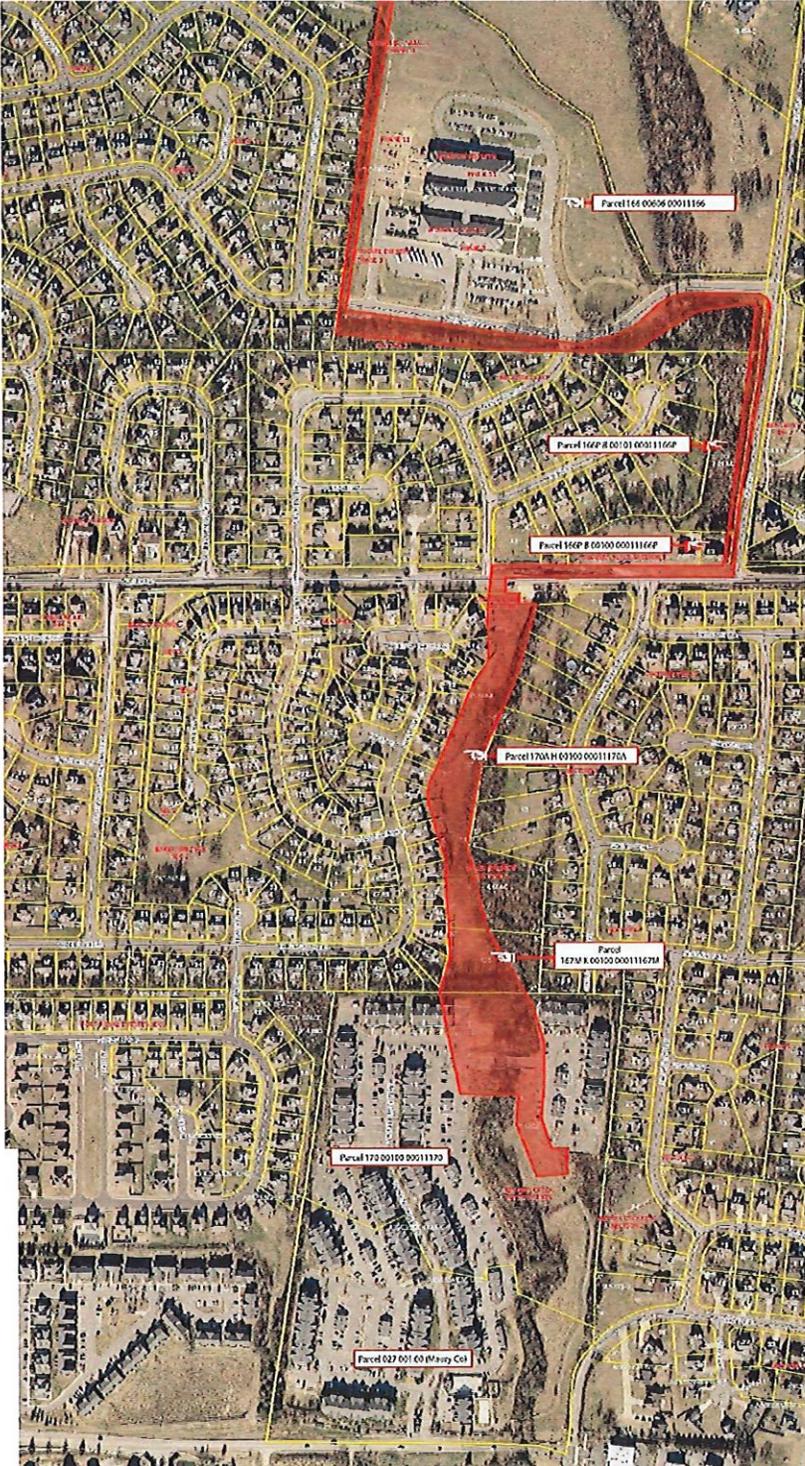
Zachary J. Dufour, P.E.

Title: Project Manager

Vice President

Attachment – Project Limits Map
Attachment – Standard Provisions

PROJECT LIMITS MAP



KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ESTIMATED DESIGN FEES BY FISCAL YEAR

As requested by Kasey Williams, Kimley-Horn has estimated the following fees to be required for the design, NEPA documentation, and permitting submittals for the Peter Jenkins Greenway Connector. These design fees are estimates and based on Kimley-Horn's current understanding of the project and site conditions. These estimated design fees are for planning purposes only and may vary from the fees proposed from the PE-DESIGN scope and fee that will be prepared for the City of Spring Hill at a later date.

Fiscal Year 2024

PE-NEPA Services	\$120,000
Total:	\$120,000

Fiscal Year 2025

PE-NEPA Services	\$76,650
PE-Design Services	\$100,000
Total:	\$176,650

Fiscal Year 2026

PE-Design Services	\$178,350
Total:	\$178,350

Total Estimated Labor / Expense Fee: \$475,000