

RESOLUTION 16-77

**A RESOLUTION TO ENDORSE THE SELECTION OF A
CONSULTANT FOR THE PORT ROYAL ROAD CORRIDOR
ANALYSIS**

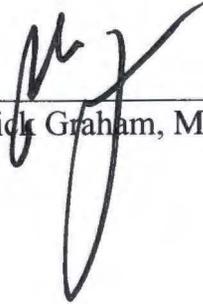
WHEREAS, the City of Spring Hill provides for the health, safety, and welfare of its citizens; and

WHEREAS, the City of Spring Hill desires to make improvements to the Port Royal Road corridor to improve traffic congestion and delay; and

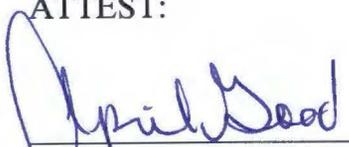
WHEREAS, the City of Spring Hill wishes to conduct a traffic study to analyze potential options for improvement, including installing traffic signals as needed, and constructing modern roundabouts as needed.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen endorses the selection of Barge, Waggoner Sumner, and Cannon, Inc. to provide the Port Royal Road Corridor Analysis.

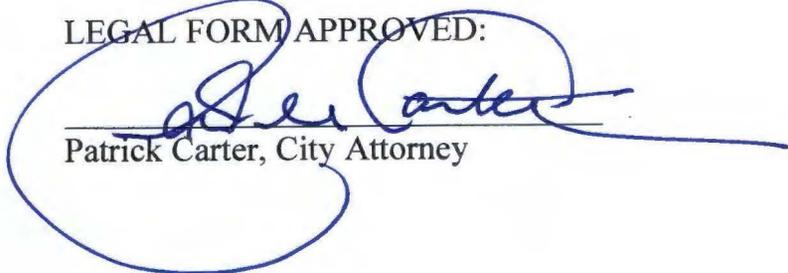
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th day of June, 2016.



Rick Graham, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

June 1, 2016

Via Email: dallen@springhilltn.org

Dan Allen, PE
City of Spring Hill
PO Box 789
Spring Hill, TN 37174

RE: Port Royal Road Corridor Analysis

Dear Mr. Allen:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) encloses the details of our proposal in the Professional Services Agreement and our proposed scope of work (item 1) for the project named above.

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have any other questions regarding the proposal, please advise me immediately by calling 615-252-4305.

BWSC can also provide additional services not included in this proposal. These services include, but are not limited to: conceptual design drawings and opinions of probable construction costs. We can amend the executed Professional Services Agreement at any time for this purpose.

Please have the party responsible for our fee sign and return to us the enclosed Agreement as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,



Daniel J. Spann, PE, PTOE
Transportation Director

BARGE WAGGONER SUMNER & CANNON, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of June 1, 2016 by and between City of Spring Hill (**Client**) and Barge Waggoner Sumner & Cannon, Inc. (**BWSC**) for professional services for the assignment described as follows:

Project: Port Royal Road Corridor Analysis

Location: Port Royal Road, Spring Hill, Tennessee

Description of Project:

The City of Spring Hill is interested in making improvements to the Port Royal Road corridor to improve traffic congestion and delay. A traffic study has been requested to analyze potential options for improvement. These options are expected to include: (1) installing traffic signals at critical intersections throughout the corridor, and (2) constructing modern roundabouts at critical intersections throughout the corridor.

Based on discussions with City staff, the Study Area for the project is presumed to include Port Royal Road from the Saturn Parkway eastbound ramps north to Buckner Lane.

The standards of the Institute of Transportation Engineers (ITE) for traffic impact studies will be followed.

- I. **PROFESSIONAL SERVICES:** BWSC agrees to perform the following Basic Services under this contract:

Task 1 – Data Collection

BWSC will obtain data in the Study Area by completing the following:

- Collect new morning and afternoon peak hour turning movement counts at the following intersections:
 - Port Royal Road @ Saturn Pkwy EB Ramps;
 - Port Royal Road @ Saturn Pkwy WB Ramps;
 - Port Royal Road @ Reserve Blvd / N Old Port Royal Rd;
 - Port Royal Road @ Unsignalized Driveway (Walgreens);
 - Port Royal Road @ Unsignalized Driveway (Kroger);
 - Port Royal Road @ Lovell Lane;
 - Port Royal Road @ Buckner Lane.

The time of counts shall be 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. on a normal weekday. Counts will be made for each turning movement in 15 minute increments. Bikes and pedestrians will also be counted.

- Inventory the existing Study Area conditions and conduct field observations of the following: roadway geometry, traffic control, posted speed limits, site access sight distance, speed, and travel time data for the corridor.
- Obtain available historic City and/or Tennessee Department of Transportation (TDOT) average daily traffic (ADT) near the corridor so that a reasonable growth rate can be determined.

BWSC proposes to subcontract with Quality Counts to perform the traffic counts and to collect travel time data.

BARGE WAGGONER SUMNER & CANNON, INC.

PROFESSIONAL SERVICES AGREEMENT

Task 2 – Corridor Analysis

BWSC will provide services for a Corridor Analysis for two (2) Alternatives for the Port Royal Road improvements in Spring Hill, TN. This analysis will include the following services:

- Develop projected / design volumes based on historical growth rates and future development information. Traffic will be projected to 10- and 20-year horizons.
- Calculate level of service (LOS) at the study intersections under existing 2016 peak hour traffic conditions.
- Calculate level of service (LOS) at the study intersections for traffic volumes projected ten (10) and twenty (20) years into the future for both Alternative improvement scenarios.
- Determine the need for geometric and/or traffic control improvements for the Study Area. Specific design recommendations, such as type of traffic control, locations for proposed access, need for turning lanes, storage lengths for turning lanes, number of lanes required at intersections, as well as bike and pedestrian facilities will be specified for each Alternative.
- Prepare report documenting the findings and recommendations.

Deliver up to six (6) copies of the report. The report will present the results of the analyses conducted and any recommendations for the project.

Task 3 – Project Coordination and Meetings

BWSC will provide general coordination and attend meetings as required, to be compensated on an hourly basis. For the purposes of this estimate, it is assumed to include two (2) BWSC employees attending two (2) meetings throughout the project duration, excluding public meetings. Coordination in addition to this estimate and attendance at additional meetings can be provided on an hourly basis using BWSC's hourly rates.

Preparation for and attendance of public meetings will be billed hourly as an additional service.

II. **COMPENSATION:** Client shall compensate BWSC for the Basic Services as follows:

Task	Description	Fee Type	Fee
1	Data Collection	Lump Sum	\$6,800
2	Corridor Analysis	Lump Sum	\$24,100
Total		Lump Sum	\$30,900

3	Project Coordination and Meetings	Hourly (est.)	\$3,500
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Tasks 1 and 2 will be billed on a lump sum basis. Individual lump sum task amounts are shown for budgeting purposes only, amounts may be reallocated among lump sum tasks as needed. Task 3 is an estimated amount and will be billed hourly in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement. Additional coordination and meetings required for the project will be billed hourly.

In addition, Client shall pay BWSC for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

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PROFESSIONAL SERVICES AGREEMENT

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BWSC** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.
- IV. **TIME:** Unless agreed otherwise in writing, **BWSC** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BWSC** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BWSC's** control. If such delay or suspension extends more than six months (cumulatively), **BWSC's** compensation shall be equitably adjusted.
- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BWSC** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BWSC** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BWSC** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BWSC** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BWSC**. The parties further agree that **BWSC** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BWSC**, **Client** shall pay **BWSC** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BWSC** all drawings, reports, documents, and other instruments of professional services prepared by **BWSC**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BWSC** pursuant to this Agreement are instruments of professional service. **BWSC** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BWSC** shall be at **Client's** sole risk and without liability to **BWSC**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BWSC** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BWSC** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.

BARGE WAGGONER SUMNER & CANNON, INC.

PROFESSIONAL SERVICES AGREEMENT

- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, BWSC will have access to the site for activities necessary for the performance of its services. Client agrees that BWSC shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. BWSC further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

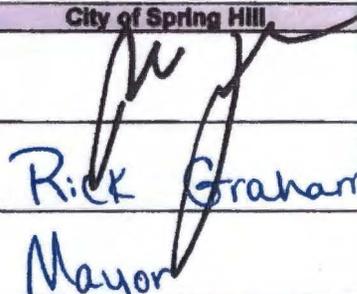
- X. **INSURANCE:** BWSC shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect BWSC from claims of professional negligence arising from the performance of services under this Agreement.

- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both Client and BWSC, to the fullest extent permitted by law, the parties agree to allocate the risks such that BWSC's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of BWSC's services under this Agreement from any cause or causes shall not exceed the amount of BWSC's fee or One Hundred Thousand Dollars (\$100,000), whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- XII. **DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

- XIII. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by BWSC represents the judgment of one or more BWSC design professionals and is supplied for general guidance of Client. Since BWSC has no control over the construction marketplace and does not use the same pricing methods used by contractors, BWSC does not guarantee the accuracy of such opinions.

- XIV. **GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Spring Hill	Barge Waggoner Sumner & Cannon, Inc.
By: 	By: 
Printed Name: Rick Graham	Printed Name: Daniel J. Spann, PE, PTOE
Title: Mayor	Title: Transportation Director
Address: P.O. Box 789 Spring Hill, TN 37174	Address: 211 COMMERCIAL ST., SUITE 600 NASHVILLE, TN 37201

BARGE WAGGONER SUMNER & CANNON, INC.

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Date Signed: 6-20-2016	Date Signed: 10/17/16
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