

**RESOLUTION 25-77**

**A RESOLUTION TO APPROVE AMENDMENT NO. 12 FOR KIMLEY-HORN  
CONSTRUCTION PHASE SERVICES FOR THE BUCKNER LANE – SOUTH  
SEGMENT WIDENING PROJECT**

**WHEREAS**, the Spring Hill Board of Mayor and Aldermen awarded the contract for design and initial construction services to Kimley-Horn for the Buckner Lane widening project in October 2019; and

**WHEREAS**, Kimley-Horn has submitted Amendment No. 12 to the original contract for Construction Phase Services, which include Construction Engineering and Inspection Services (“CEI”) that the City cannot provide itself, for the South Segment of the project in the amount of \$1,013,000, attached hereto as Exhibit A; and

**WHEREAS**, staff recommends approval of a contingency in the amount of \$187,000 in addition to Amendment No. 12 as submitted; and

**WHEREAS**, the total cost of \$1,200,000 will be expensed from FY 25 budgeted funds (311-48002-59601) in the 18-75 fund.

**NOW THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve Amendment No. 12 for Kimley-Horn for Construction Phase Services for the South Segment of the Buckner Lane widening project for a total amount of \$1,200,000.
2. Authorize the Mayor to sign Amendment No. 12, attached hereto.

**Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 17<sup>th</sup> day of March, 2025.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

**AMENDMENT NUMBER 12 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 12 dated February 27, 2025, to the agreement between City of Spring Hill ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 21, 2019 ("the Agreement") concerning Buckner Lane Widening Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

**Task 17 – Construction Phase Services**

Consultant will provide Construction Phase Services and will provide the appropriate field and office staff as described above to assist the City in the subtasks below.

Consultant will provide Erosion Prevention and Sediment Control (EPSC) inspection in accordance to the guidelines outlined and accepted by the Tennessee Department of Environment and Conservation (TDEC). The EPSC inspection will be carried out in accordance to the Storm Water Prevention Pollution Plan (SWPPP).

Kimley-Horn will be supported in this task by two subconsultants, RaganSmith and Terracon, who will provide the primary staff for in-the-field services like utility coordination, quality assurance, materials testing, geotechnical consultation, EPSC inspections, and observation of work. Kimley-Horn will operate as the City's primary point of contact for the Contractor and subconsultants.

*Task 17.1 – Pre-Construction and Pre-Erosion Conference*

Consultant will prepare for and conduct one (1) Pre-Construction and Pre-Erosion Conference per design package (totaling two (2)) at a time and location determined by the City. Consultant will respond in writing to issues that arise at the meeting. Consultant will prepare and distribute meeting minutes.

*Task 17.2 – Project Administration*

Consultant will provide project administration and will host bi-monthly progress meetings. Consultant will provide the inspectors and assistance to monitor the work being done on the contract. A list of emergency contacts and phone numbers will be supplied to the City. The project Administrator will also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

*Task 17.3 – Provide Utility Coordination*

Consultant will provide project utility coordination and will coordinate individually and as a whole with the multiple utility companies identified in the construction documents as owning facilities within the project limits. Consultant will prepare for and administer monthly construction coordination meetings with the contractor and his/her subcontractors, and the utility representatives. Consultant will, as a part of these meetings, assist the contractor in the identification of utility installations and activities that may impact the overall progress of the project. Consultant will coordinate with the identified construction meeting participants in the scheduling of work that is determined by the contractor to be time-sensitive. Consultant is not responsible for the

timeliness, correctness, or adequacy of the work performed by the various utility contractors and shall not be held liable for damages or delays resulting from the contractor's work or lack thereof. The sole purpose of Consultant's role in the installation of utilities as related to this project is the coordination of continued progress of the project as a whole, and to attempt to avoid delays arising from utility installation work that interferes with other project work.

*Task 17.4 – Supplemental Agreements and Construction Change Orders*

Consultant will notify the City of the necessity for any Supplemental Agreements / Construction Changes. Consultant will negotiate prices for additional pay items with the contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the City. Consultant will prepare the Supplemental Agreement / Construction Change orders and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. Consultant will review any Value Engineering Change Proposals and prepare recommendations for the Client.

*Task 17.5 – Shop Drawings and Submittals*

Consultant will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. A maximum amount of 15 submittals is assumed for this task.

*Task 17.6 – Requests for Information (RFIs)*

The purpose of Consultant efforts associated with this task will be to respond for Contractor requests for information (RFI's) and to provide periodic on-site visits to address construction issues as directed by the City. These efforts will consist of preparation and documentation time associated with each activity. A maximum amount of 10 RFIs is assumed for this task.

*Task 17.7 – Minor Design Modifications*

Consultant staff will evaluate requests for minor design modifications initiated either by the City or the Contractor. If appropriate, Consultant will prepare minor design addendum to document and clarify resulting contract change orders. A maximum amount of 6 minor design revisions is assumed for this task.

*Task 17.8 – Quality Assurance, Materials Testing, and Geotechnical Consultation*

Consultant will provide certified and trained personnel for field, plant testing and inspection as defined in the Contract, Plans, or specifications and document testing on standard forms normally used by TDOT. Field testing consists of TDOT / ACI tests for concrete including concrete plant, nuclear density testing of subgrade and earthwork, base stone, and asphalt as defined in the Standard Specifications and the TDOT sampling and testing schedule. Consultant will provide miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by Consultant for conformity to the Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the City. Consultant will observe and document the excavation of the known existing sinkhole down to bedrock and installation of an inverted filter in accordance with TDOT guidelines.

*Task 17.9 – Progress Payments*

Consultant will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements / Construction Changes, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the last day of each month.

*Task 17.10 – Distribution of Correspondence*

Consultant will submit to the Client a copy of all correspondence between the Consultant team, the City, the contractor, and subcontractors, related to the project. Consultant will maintain an office file copy for submission with the project Final Records.

*Task 17.11 – Observation of Work*

Consultant will provide observation services to determine if the work is in conformance to Plans and Specifications for items that are being incorporated into the project. Consultant will observe, measure and record all quantities for payment. Consultant will record field measurements in project records for review by the City. The records will be recorded electronically and/or on field inspection forms to be submitted to the City. Consultant will check traffic control daily, and additionally as required or requested, and will notify the contractor of deficiencies or problems observed. Consultant will document weekly (or as often as necessary) project traffic control on forms normally used by TDOT and distribute as required. Consultant will observe erosion control items twice a week for conformance to the plans as well as effectiveness in the field and will notify the contractor of deficiencies. Consultant will prepare to justify pay quantities in the case of questions by the contractor or City. Consultant will maintain a signed daily diary, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of the any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

*Task 17.12 – Coordinated Signal Timing Plans*

As part of the design, Consultant has prepared basic signal timings for two (2) future traffic signals along Buckner Lane:

- Buckner Lane at Wades Crossing
- Buckner Lane at Duplex Road

Within the design, the basic signal timings consist of:

- Minimum Green
- Passage
- Max 1
- Max 2
- Yellow
- Red
- Walk
- Pedestrian Clear
- Min Recall

Client has requested coordinated signal timing plans for the seven (7) signalized intersections along the Buckner Lane corridor from Duplex Road to Thompson's Station Road:

- Buckner Lane at Duplex Road
- Buckner Lane at Wades Crossing
- Buckner Lane at Spring Station Drive
- Buckner Lane at Stewart Campbell Pointe
- Buckner Lane at Austins Way
- Buckner Lane at June Lake Boulevard
- Buckner Lane at Thompson's Station Road

This effort will result in cycle lengths, splits, offsets, and time of day schedules.

Consultant will obtain intersection turning movement counts at the seven (7) intersections. Each intersection will be counted for 12 hours during a weekday when Williamson County Schools are in session. This data will be used to develop the coordinated signal timing plans.

Consultant will verify the basic signal timings are still appropriate as construction of the Buckner Lane widening nears completion. The basic signal timings have been developed from the design, but Consultant will verify the actual constructed field conditions and determine if revisions to the basic signal timings are appropriate. Consultant will revise the previously developed Synchro model to input the roadway geometry, intersection geometry, traffic volume data, basic signal timings, and signal phasing.

Consultant will prepare up to four (4) timing plans, which are anticipated to be:

- Weekday morning (work commute peak and school peak)
- Weekday afternoon (school peak)
- Weekday afternoon (work commute peak)
- Weekday off / weekend

Consultant will evaluate and propose cycle lengths, splits, and offsets for each timing plan. Consultant will also consider phase sequencing such as leading left-turn vs. lagging left-turn. Consultant will develop and propose time of day schedules to manage the timing plans during each day, and during each week.

Consultant will provide the coordinated signal timing plans to Client for review and comment. Once Consultant and Client have mutually agreed on the coordinated signal timing plans, the Client's contractor will be responsible for inputting the data into the signal controllers.

Consultant will perform observations of traffic volumes/patterns and the coordinated signal timing plans for up to two (2) calendar days. The purpose of the observations will be to identify, if any, recommended modifications to the coordinated signal timing plans to accommodate the traffic volumes/patterns more appropriately. If Consultant identifies recommended modifications, Consultant will provide the recommendations to Client for review. Modifications will only be implemented if mutually agreed upon by Consultant and Client.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

Services provided under Task 17 and the associated fee estimate has been prepared based on an estimated 18-month construction duration and an estimated 4-month closeout period.

For the services set forth above, Client shall pay Consultant the following compensation:

Consultant will perform the services described in Task 17 for the total lump sum fee as summarized below.

Task 17 Total Fee \$1,013,000

CLIENT:

CITY OF SPRING HILL



By: Jim Hagan

Title: Mayor

Date: 3-17-2025

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Leo Espelet

Title: Vice President

Date: February 27, 2025