



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

500 11th Avenue North, Suite 290 • Nashville, TN 37203 • Phone 615.370.8410 • Fax 615.370.8455

PROFESSIONAL SERVICES AGREEMENT LETTER

May 13, 2021

Mr. Victor H. Lay, P.E.
Town Manager
Town of Nolensville
7218 Nolensville Road
Nolensville, TN 37135

Subject: Major Thoroughfare Plan Update

Dear Mr. Lay:

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to the Town of Nolensville ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of sixty (60) business days from the date hereon. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A) and any other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and any other exhibits along with this Proposal shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described in Exhibit B and with the term shown in Exhibit C and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

FEES AND PAYMENTS

The following fees (see Exhibit D) are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the Services will be hourly rates listed in Exhibit D and by personnel classification multiplied by the number of hours worked by each respective person.

KCI represents that the total fee for the Services shall not exceed \$135,351.00.

DIRECT EXPENSES AND CHARGES

Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Services will be approximately \$870.00.

ADDITIONAL SERVICES

Experience indicates that certain additional services ("Additional Services") may be required or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are caused by many factors including, but not limited to, the following examples: discretion of the Client and/or its construction contractors possibly from decision to deviate from current policies and standards; or, a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with the Town of Nolensville on the Major Thoroughfare Plan Update. The KCI point of contact ("POC") if you have questions about this Proposal, the General Provisions, or any other attachments is John Houghton, Practice Leader, who may be contacted at either 615-559-0165 or john.houghton@kci.com.

Respectfully,

Name

Title

Date

ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this contract on behalf of the Client does hereby warrant that he/she has full authority to do so.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

Name

Name

Title

Title

Date

Date

EXHIBIT A

KCI Technologies, Inc. GENERAL PROVISIONS

These General Provisions are incorporated by reference in the Proposal for the performance of Services by KCI as of the date of the executed Proposal.

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to KCI and Client knowingly requests and authorizes KCI to proceed with Services, such Services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

If applicable, KCI will coordinate with the Client in scheduling and

performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

All concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within ten (10) business days of receipt, the plans shall be deemed approved by Client.

After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, according to KCI's standard of care, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Services will be performed.

6. DOCUMENTS

All documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material ("documents and materials") relating to the Services and created uniquely and solely for this Agreement only shall become the property of Client upon KCI's receipt of full payment for same. During the provision of Services, KCI will provide the documents and materials pursuant to a non-transferable, no fee, worldwide license until ownership passes at the time of final payment. KCI may keep copies of all documents and materials for its records.

If there is a discrepancy between that which is described or depicted on any documents or materials in electronic files and that which is described and depicted on the hard copies of such documents or materials, the hard copies shall govern.

The Client shall not make any changes to any documents or materials, including electronic files, prepared by KCI, unless KCI provides prior written consent, said consent not to be unreasonably withheld.

7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from

and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible. The duty to defend shall not apply to professional liability claims.

Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

8. INSURANCE

KCI maintains adequate and appropriate insurance coverage for the Services in the areas of professional liability, general liability, worker's compensation, automobile, pollution, drone, and umbrella. Certificates of insurance shall be provided upon request.

9. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in paragraph 11. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

10. TERMINATION

Upon three (3) business days written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

11. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. Should those discussions not resolve the Claims, then either party may submit for non-binding mediation with both parties agreeing to the mediator, sharing the costs of mediation equally, and paying their own costs of mediation. The parties agree to fully cooperate and participate in good faith to resolve the Claims.

If mediation fails to resolve the Claims, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in Williamson County, Tennessee.

In the event of any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

13. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

14. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

15. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic,

acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

16. NOTICE

All notices shall be sufficient if delivered in person, or sent by certified mail or receipt confirmation requested email to the party's designated recipient at the following:

Client:
Victor H. Lay, P.E. Town Manager
Town of Nolensville
7218 Nolensville Road
Nolensville, TN 37135
615-776-6688
vlay@nolensvilletn.gov

KCI:
Robert Murphy, P.E., PTOE, RLS
500 11th Avenue N., Suite 290
Nashville, TN 37203
615-559-0151
robert.murphy@kci.com

Notice will be considered made as of the date of actual delivery if in person, as of the date of receipt if sent via certified mail, or date the confirmation of receipt is received.

17. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of Tennessee.

Both parties agree that KCI is an independent contractor.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to



EXHIBIT B

Scope of Work Nolensville Major Thoroughfare Plan Update

May 13, 2021

The Town of Nolensville (TOWN) is seeking to update its Major Thoroughfare Plan (MTP) and conduct a feasibility analysis for alternative corridors to Nolensville Road (US 31-A/41-A). The current MTP was adopted in August 2016 and updated in November 2017. Since the plan was updated, the town has grown considerably adding almost 1,100 homes between 2018 and today. There are an additional 700 plus lots that have already received approval for development that have not yet been permitted. The significant growth and public debate on the town's future development has spurred the decision to rewrite the town's Zoning Ordinance – a separate process that will formally begin in April 2021. It is anticipated that the MTP update will take no longer than six (6) months so that the results can be integrated into the process of rewriting the Zoning Ordinance.

In the mid-2000's, the Tennessee Department of Transportation (TDOT) conducted a feasibility analysis for the widening of Nolensville Road and developed alternatives for a bypass around the town's historic district. Some right-of-way has been reserved for the preferred alternative, but the alignment is in conflict with six existing homes that have since been constructed. Other alternative corridors have been discussed, but no firm plan has yet to be established. Updated feasibility analyses will be conducted on the existing preferred alternative along with other alignments as directed by the TOWN so that a definitive plan can be determined and utilized for garnering support with TDOT and other agencies such as the Greater Nashville Regional Council Transportation Policy Board.

Task 1 – Project Management

Throughout the planning process, KCI Technologies, Inc. (CONSULTANT) will work closely with the TOWN to ensure the project is meeting its stated goals and objectives and doing so in a timely and efficient manner.

1.1 Project Kickoff Meeting

At the inception of the project, the CONSULTANT will meet with the TOWN to identify and confirm specific goals, objectives, deliverables, and timeframes. The following specific items will be discussed:

- Project background and purpose;
- Project scope and major deliverables;
- Project schedule and milestones;
- Data collection, inventory, and application;
- Points of contact; and
- Review and approval process.



Nolensville Major Thoroughfare Plan Update

May 13, 2021

Page 2

1.2 Project Coordination and Administration

In addition to monthly project management meetings and progress reports, the CONSULTANT will review detailed project assumptions and methodologies with the TOWN prior to initiating each task and establish a consensus on the outlined approach. Finally, this task includes project administration and periodic updates via email and phone.

Deliverables:

- Project kickoff meeting
- Monthly project management meetings and progress reports
- Project administration and regular project management communication

Task 2 – Public and Stakeholder Engagement

To establish a vision for transportation and needed improvements, the CONSULTANT will work closely with the TOWN to develop a public and stakeholder engagement plan organized around three levels of participation:

2.1 Stakeholder Meetings

To better understand community goals and objectives, the CONSULTANT will facilitate up to three (3) focus group meetings early in the planning process with stakeholders identified by the TOWN. Stakeholder meetings may include property owners, business owners, elected officials, public agency staff, and other interested groups.

2.2 Community Workshop #1

The CONSULTANT will conduct two rounds of community workshops. The first workshop will focus on building a consensus around the vision, goals, objectives, and performance measures for transportation in Nolensville, including the Highway 31-A initial alternatives, and identifying existing deficiencies and future needs. The workshop will be in an "Open House" format and include graphics illustrating existing conditions.

2.3 Community Workshop #2

The second workshop will include a presentation of the draft plan update as well as the Highway 31-A alternatives assessment and provide an opportunity for everyone to review and discuss the draft recommendations.



Nolensville Major Thoroughfare Plan Update

May 13, 2021

Page 3

2.4 Online Engagement

To support the first community workshop, the CONSULTANT will develop an online survey and interactive map for all community members to identify transportation opportunities and challenges in Nolensville. In conjunction with the second community workshop, the CONSULTANT will prepare a second online survey to gather comments on the draft plan recommendations and near-term priorities.

2.5 Final Presentation to the Town

The CONSULTANT will present the plan's draft recommendations to the Town's Board of Commissioners. Based on feedback from Town officials, the CONSULTANT will finalize the master plan.

Deliverables:

- Stakeholder meetings (3)
- Community workshops, including virtual option (2)
- Online engagement survey (2) and interactive map (1)
- Final presentation

Task 3 – Existing Conditions and Trends

To assess existing conditions and trends in Nolensville, the CONSULTANT will undertake a thorough review of general transportation and land use characteristics. The CONSULTANT will be responsible for obtaining, organizing, and analyzing the information compiled for this task, however, the CONSULTANT will rely on the TOWN to assist in identifying and obtaining needed information from the TOWN and other state, regional, and local agencies, as needed.

3.1 Related Plans and Studies

The CONSULTANT will compile information on related plans and studies impacting the MTP update.

3.2 Demographics, Land Use, and Environmental Resources

The CONSULTANT will compile base year and future year data to analyze, describe, and map the demographic and development conditions in the study area. The data collected will include, but are not limited to, the following:

- Existing and future population and employment data;
- Existing land uses, zoning, and future land use plans and policies;
- Planned new development; and



Nolensville Major Thoroughfare Plan Update

May 13, 2021

Page 4

- Significant environmental features and conditions (e.g., cultural resources, parks, water bodies).

3.3 Transportation System

The CONSULTANT will describe the existing and planned transportation system in the study area. The existing and planned transportation system will be documented with maps and quantified in tables where applicable and include:

- Streets and structures (e.g., functional classification, number of lanes, ROW, speed limits);
- Traffic volumes;
- Base year street network capacity (Nashville MPO Travel Demand Model);
- Crash data;
- Traffic operations; and
- Bicycle and pedestrian facilities.

3.4 Vision, Goals, Objectives, and Performance Measures

Based on the findings in this task, the CONSULTANT will work with the TOWN to identify the plan's vision, goals, objectives, and performance measures.

Deliverables:

- Summary of existing conditions and trends
- Vision, goals, objectives, and performance measures

Task 4 – Highway 31-A Alternative Feasibility Analysis

Building on the feasibility study completed by TDOT in 2005 and subsequent actions taken by the Town to preserve right-of-way, the CONSULTANT will reevaluate the Highway 31-A alternatives and confirm or develop a preferred alternative.

4.1 Initial List of Alternatives

The CONSULTANT will work with the Town to review the alternatives from the 2005 study and identify alternatives that have since been considered by the Town as well as alternatives not yet discussed. Issues such as short-term mobility improvements in the historic district, increased connections outside of the historic district, and access management within the historic district will be considered.

4.2 First Level Screening/List of Reasonable Alternatives

The initial list of alternatives will be screened against environmental constraints, and the CONSULTANT will document any solutions with fatal flaws. Fatal flaws may include historical, cultural



Nolensville Major Thoroughfare Plan Update

May 13, 2021

Page 5

and environmental impacts, safety, and costs. The CONSULTANT will document the reasons for eliminating any alternatives. The purpose of this task is to identify up to three (3) reasonable alternatives for detailed analysis.

4.3 Alternatives Assessment

The reasonable alternatives will be reviewed in greater detail for traffic feasibility, cost feasibility, property impacts, safety, multimodal connectivity, and environmental feasibility. This task includes travel demand model analysis for up to three (3) alternatives. Note that the preferred alternative from the 2005 TDOT study included roundabouts at several intersections and the CONSULTANT will reanalyze these roundabouts and develop conceptual designs to determine their feasible size and layout.

4.4 Preferred Alternative and Documentation

Based on the findings of the prior task, the CONSULTANT will work with the Town to identify a preferred alternative. At this stage, the CONSULTANT recommends completing a survey on the preferred alternative corridor to help understand the environmental impacts, utility impacts and constructability impacts. The CONSULTANT will next document the process and decisions made in a final report that can be shared with regional and state transportation partners.

Deliverables:

- Preferred alternative
- Feasibility report

Task 5 – Transportation Deficiencies and Needs Analysis

This task includes using metrics developed in Task 3 to quantify performance and analyze multimodal deficiencies and needs in the transportation system.

5.1 Street Network Capacity Analysis

The CONSULTANT will utilize the base year and No Build future year street networks in the regional travel demand model, as well as public and stakeholder input and field data and observations, to identify existing and future street network capacity needs and deficiencies.

5.2 Traffic Operations Review

The CONSULTANT will review passive traffic data and identify bottlenecks in the street network.



Nolensville Major Thoroughfare Plan Update

May 13, 2021

Page 6

5.3 Bicycle and Pedestrian Level of Traffic Analysis

The CONSULTANT will measure the Level of Traffic Stress (LTS) for bicyclists and pedestrians, an effective tool for describing the perceived safety and comfort of walking and bicycling in the community.

Deliverables:

- Documentation of transportation deficiencies and needs

Task 6 – Recommended Transportation Improvements

In this task, the CONSULTANT will work with the Town, stakeholders, and the general public to identify and prioritize strategies and projects addressing the transportation goals, objectives, needs, and deficiencies.

6.1 Recommended Street Network and Cross Sections

The CONSULTANT will prepare and map the recommended street network. Street improvements may include the reconstruction, realignment, and widening of existing streets as well as new streets. The CONSULTANT will also develop recommended cross-sections by street type. To illustrate future street capacity, the CONSULTANT will model the recommended Build network and document projected conditions.

6.2 Recommended Traffic Operations Improvements

In addition to the recommended street network improvements, the CONSULTANT will recommend strategies and locations for future traffic operations improvements, including intersection improvements and access management.

6.3 Recommended Bicycle and Pedestrian Networks

In conjunction with Task 6.1, the CONSULTANT will prepare and map the recommended bicycle and pedestrian networks. The recommended networks will incorporate on-street and off-street facilities, including shared-use paths or greenways.

Deliverables:

- Recommended transportation improvements



Nolensville Major Thoroughfare Plan Update

May 13, 2021

Page 7

Task 7 – Implementation and Final Report

The CONSULTANT will work with the TOWN to develop an implementation plan and prepare the MTP update document.

7.1 Implementation Plan

In this task, the CONSULTANT will finalize the plan's recommendations and develop project cost estimates. The CONSULTANT will create a customized priority setting and phasing tool (spreadsheet) to facilitate the ranking of the recommended improvement projects with an emphasis on matching available resources for implementation.

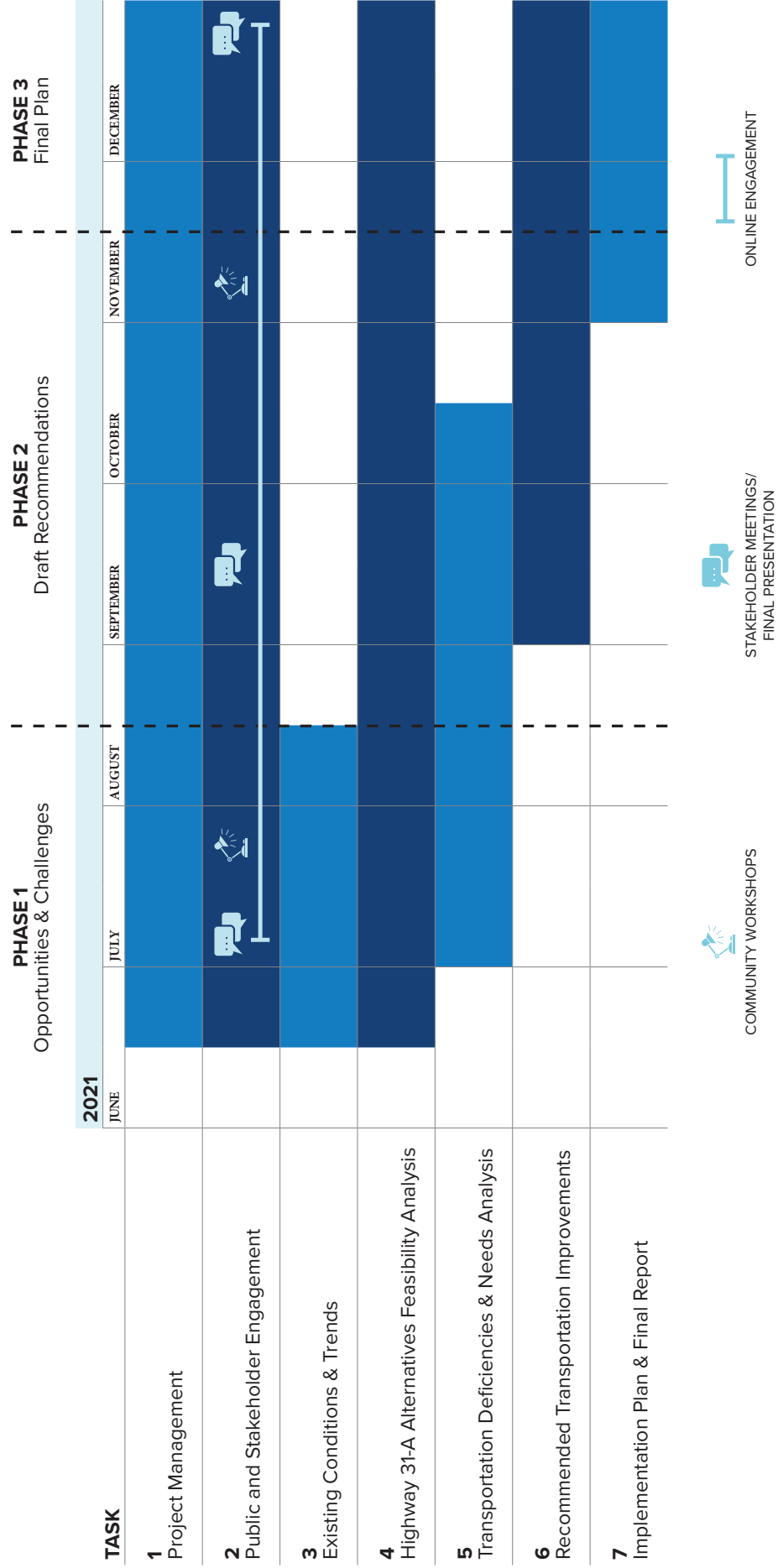
7.2 Final Report

The CONSULTANT will complete an initial draft of the MTP update. The draft plan will be provided to the TOWN for review and comment. The schedule assumes a 30-day review by all parties and a single transmission of comments from the TOWN. Based on the feedback, the CONSULTANT will revise the draft plan and provide the revised document for a final review. Revisions will be made based on any feedback received and the final plan will be submitted.

Deliverables:

- Draft plan document (digital)
- Final plan document (digital and three (3) printed copies)
- ESRI ArcGIS shapefiles

Estimated Schedule



KCI Technologies, Inc.
Nolensville Major Thoroughfare Plan Update
Fee Proposal (5.13.21)

EXHIBIT D

TASK	ESTIMATED FEE
TASK 1: Project Management	\$13,274
TASK 2: Public and Stakeholder Engagement	\$22,440
TASK 3: Existing Conditions and Trends	\$10,430
TASK 4: Highway 31-A Feasibility Analysis	\$50,654
TASK 5: Existing Deficiencies and Future Needs	\$8,580
TASK 6: Recommended Transportation Improvements	\$16,643
TASK 7: Implementation and Final Report	\$12,460
Direct Expenses	\$870
TOTAL	\$135,351

**TOWN OF NOLENSVILLE/ Major Thoroughfare Plan Update
FEE ESTIMATE - May 13, 2021**

KCI Technologies	PM	Principal Engineer	Senior Engineer	Engineer	Senior Planner	Planner	Transportation Data Collector	Admin Support	TASK TOTALS
	\$240	\$225	\$150	\$125	\$140	\$125	\$80	\$105	
TASK 1: Project Management									
1.1 Project Kickoff Meeting		2	2	4			2		10
1.2 Project Coordination and Administration/Monthly Project Meetings		4	6	6				12	28
		6	8	10	0	0	2	0	38
		Task 1 - subtotal hours							
	\$1,440	\$1,800	\$1,500	\$0	\$0	\$250	\$0	\$1,260	\$6,250
TASK 2: Public and Stakeholder Engagement									
2.1 Stakeholder Meetings (3)				12			6		18
2.2 Community Workshop #1				10			18		28
2.3 Community Workshop #2				10			18		28
2.4 Online Engagement				4			16		20
2.5 Final Presentation to Town				6					6
		Task 2 - subtotal hours							
	\$0	\$0	\$42	\$0	\$0	\$58	\$0	\$0	100
		Task 2 - subtotal - costs							
	\$0	\$0	\$6,300	\$0	\$0	\$7,250	\$0	\$0	\$13,550
TASK 3: Existing Conditions and Trends									
3.1 Related Plans and Studies				2			8		10
3.2 Demographics, Land Use, and Environmental Resources				2			16		18
3.3 Transportation System (street network, bicycle/pedestrian network, ROW, capacity, volumes, safety)				2			24		26
3.4 Vision, Goals, Objectives and Performance Measures				2			6		8
		Task 3 - subtotal hours							
	\$0	\$0	\$8	\$0	\$0	\$54	\$0	\$0	62
		Task 3 - subtotal - costs							
	\$0	\$0	\$1,200	\$0	\$0	\$6,750	\$0	\$0	\$7,950
TASK 4: Highway 31-A Feasibility Analysis									
4.1 Initial List of Alternatives									0
4.2 First Level Screening/List of Reasonable Alternatives									0
4.3 Alternatives Assessment (3 alternatives)									0
4.4 Preferred Alternative and Feasibility Report									0
		Task 4 - subtotal hours							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Task 4 - subtotal - costs							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 5: Existing Deficiencies and Future Needs									
5.1 Future Transportation System (capacity)			8	8			8		24
5.2 Traffic Operations Analysis							4		4
5.3 Bicycle and Pedestrian (Level of Traffic Stress)				4			8		12
		Task 5 - subtotal hours							
	\$0	\$8	\$12	\$0	\$0	\$8	\$0	\$0	40
		Task 5 - subtotal - costs							
	\$0	\$1,800	\$1,800	\$0	\$0	\$2,500	\$0	\$0	\$6,100
TASK 6: Recommended Transportation Improvements									
6.1 Street Network and Cross Sections				6			8		30
6.2 Traffic Operations				2		4			10
6.3 Bicycle and Pedestrian Network				2			4		6
		Task 6 - subtotal hours							
	\$0	\$8	\$18	\$4	\$0	\$16	\$0	\$0	46
		Task 6 - subtotal - costs							
	\$0	\$1,800	\$2,700	\$500	\$0	\$2,000	\$0	\$0	\$7,000
TASK 7: Implementation and Final Report									
6.1 Implementation Plan (cost estimates, prioritization)			4	8	20		8		40
6.2 Final Report			4	16	4		24		48
		Task 7 - subtotal hours							
	\$4	\$4	\$24	\$24	\$0	\$32	\$0	\$0	88
		Task 7 - subtotal - costs							
	\$960	\$900	\$3,600	\$3,000	\$0	\$4,000	\$0	\$0	\$12,460
LABOR COSTS - ALL CLASSIFICATIONS									
		Subtotal hours - by classification:							
		10	28	114	28	0	182	0	12
		Subtotal costs - by classification:							
	\$2,400	\$6,300	\$17,100	\$3,500	\$0	\$22,750	\$0	\$1,260	\$53,310

TOWN OF NOLENSVILLE/ Major Thoroughfare Plan Update
FEE ESTIMATE - May 13, 2021

KCI Technologies - 31A Study	PM	Principal Engineer	Senior Engineer	Engineer	Senior Planner	Planner	Transportation Data Collector	Admin Support	TASK TOTALS
	\$240	\$225	\$150	\$125	\$140	\$125	\$80	\$105	
TASK 1: Project Management									
1.1 Project Kickoff Meeting		2							2
1.2 Project Coordination and Administration/Monthly Project Meetings		12	4						16
		14	4	0	0	0	0	0	18
<i>Task 1 - subtotal hours</i>	0	14	4	0	0	0	0	0	18
<i>Task 1 - subtotal - costs</i>	\$0	\$3,150	\$600	\$0	\$0	\$0	\$0	\$0	\$3,750
TASK 2: Public and Stakeholder Engagement									
2.1 Stakeholder Meetings (3)		8	4	12					24
2.2 Community Workshop #1		2	2	4					8
2.3 Community Workshop #2		2	2	4					8
2.4 Online Engagement									0
2.5 Final Presentation to Town		2	2	4					8
		14	10	24	0	0	0	0	48
<i>Task 2 - subtotal hours</i>	0	14	10	24	0	0	0	0	48
<i>Task 2 - subtotal - costs</i>	\$0	\$3,150	\$1,500	\$3,000	\$0	\$0	\$0	\$0	\$7,650
TASK 3: Existing Conditions and Trends									
3.1 Related Plans and Studies									0
3.2 Demographics, Land Use, and Environmental Resources									0
3.3 Transportation System (street network, bicycle/pedestrian network, ROW, capacity, volumes, safety)									0
3.4 Vision, Goals, Objectives and Performance Measures									0
		0	0	0	0	0	0	0	0
<i>Task 3 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 3 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 4: Highway 31-A Feasibility Analysis									
4.1 Initial List of Alternatives		4	4	8					16
4.2 First Level Screening/List of Reasonable Alternatives		8	20	30					58
4.3 Alternatives Assessment (3 alternatives)		20	40	40		8			108
4.4 Preferred Alternative and Feasibility Report		4	8	18					30
		36	72	96	0	8	0	0	212
<i>Task 4 - subtotal hours</i>	0	36	72	96	0	8	0	0	212
<i>Task 4 - subtotal - costs</i>	\$0	\$8,100	\$10,800	\$12,000	\$0	\$1,000	\$0	\$0	\$31,900
TASK 5: Existing Deficiencies and Future Needs									
5.1 Future Transportation System (capacity)									0
5.2 Traffic Operations									0
5.3 Bicycle and Pedestrian (Level of Traffic Stress)									0
		0	0	0	0	0	0	0	0
<i>Task 5 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 5 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 6: Recommended Transportation Improvements									
6.1 Street Network and Cross Sections									0
6.2 Traffic Operations									0
6.3 Bicycle and Pedestrian Network									0
		0	0	0	0	0	0	0	0
<i>Task 6 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 6 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 7: Implementation and Final Report									
6.1 Implementation Plan (cost estimates, prioritization)									0
6.2 Final Report									0
		0	0	0	0	0	0	0	0
<i>Task 7 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 7 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LABOR COSTS - ALL CLASSIFICATIONS									
<i>Subtotal hours - by classification:</i>	0	64	86	120	0	8	0	0	278
<i>Subtotal costs - by classification:</i>	\$0	\$14,400	\$12,900	\$15,000	\$0	\$1,000	\$0	\$0	\$43,300

**TOWN OF NOLENSVILLE/ Major Thoroughfare Plan Update
FEE ESTIMATE - May 13, 2021**

Baseline Mobility Group	PM	Principal Engineer	Senior Engineer	Engineer	Senior Planner	Planner	Transportation Data Collector	Admin Support	TASK TOTALS
	\$0	\$216	\$190	\$76	\$0	\$75	\$0	\$0	
TASK 1: Project Management									
1.1 Project Kickoff Meeting		1					1		2
1.2 Project Coordination and Administration/Monthly Project Meetings		6					6		12
<i>Task 1 - subtotal hours</i>	0	7	0	0	0	0	7	0	14
<i>Task 1 - subtotal - costs</i>	\$0	\$1,510	\$0	\$0	\$0	\$524	\$0	\$0	\$2,034
TASK 2: Public and Stakeholder Engagement									
2.1 Stakeholder Meetings (3)									0
2.2 Community Workshop #1									0
2.3 Community Workshop #2									0
2.4 Online Engagement									0
2.5 Final Presentation to Town									0
<i>Task 2 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 2 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 3: Existing Conditions and Trends									
3.1 Related Plans and Studies									0
3.2 Demographics, Land Use, and Environmental Resources									0
3.3 Transportation System (street network, bicycle/pedestrian network, ROW, capacity, volumes, safety)									0
3.4 Vision, Goals, Objectives and Performance Measures									0
<i>Task 3 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 3 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 4: Highway 31-A Feasibility Analysis									
4.1 Initial List of Alternatives									0
4.2 First Level Screening/List of Reasonable Alternatives									0
4.3 Alternatives Assessment (3 alternatives)		24	24	60		60			168
4.4 Preferred Alternative and Feasibility Report									0
<i>Task 4 - subtotal hours</i>	0	24	24	60	0	60	0	0	168
<i>Task 4 - subtotal - costs</i>	\$0	\$5,178	\$4,557	\$4,531	\$0	\$4,488	\$0	\$0	\$18,754
TASK 5: Existing Deficiencies and Future Needs									
5.1 Future Transportation System (capacity)									0
5.2 Traffic Operations									0
5.3 Bicycle and Pedestrian (Level of Traffic Stress)									0
<i>Task 5 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 5 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 6: Recommended Transportation Improvements									
6.1 Street Network and Cross Sections		8	8	24		24			64
6.2 Traffic Operations									0
6.3 Bicycle and Pedestrian Network									0
<i>Task 6 - subtotal hours</i>	0	8	8	24	0	24	0	0	64
<i>Task 6 - subtotal - costs</i>	\$0	\$1,726	\$1,519	\$1,812	\$0	\$1,795	\$0	\$0	\$6,853
TASK 7: Implementation and Final Report									
6.1 Implementation Plan (cost estimates, prioritization)									0
6.2 Final Report									0
<i>Task 7 - subtotal hours</i>	0	0	0	0	0	0	0	0	0
<i>Task 7 - subtotal - costs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LABOR COSTS - ALL CLASSIFICATIONS									
<i>Subtotal hours - by classification:</i>	0	39	32	84	0	91	0	0	246
<i>Subtotal costs - by classification:</i>	\$0	\$8,415	\$6,076	\$6,344	\$0	\$6,807	\$0	\$0	\$27,641

