

## **AMENDMENT NUMBER 001 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 001 dated July 27, 2021 to the agreement between Town of Nolensville ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated January 22, 2020 ("the Agreement") concerning Historic District Street Improvement 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.

Consultant will perform the following services:

This amendment will increase the project limits to the north to Sunset Road. The original agreement defined the project limits to be from Old Clovercroft Road to Stonebrook Boulevard with the exception of the TDOT project limits for the bridge over Mill Creek that extended from Stonebrook Blvd. to approximately 500 feet south of Stonebrook Blvd. This amendment will consist of Stonebrook Blvd. to Sunset Road. This extension of project limits covers approximately 550 linear feet. The extension of the project to Sunset Road will consist of two travel lanes, two bike lanes and one sidewalk on the western side of Nolensville Road.

This amendment will also increase the project limits to the south to the Clovercroft Road/Rocky Fork Road and Nolensville Road intersection. The original agreement defined the project limits to be from Old Clovercroft Road to Stonebrook Boulevard with the exception of the TDOT project limits for the bridge over Mill Creek that extended from Stonebrook Blvd. to approximately 500 feet south of Stonebrook Blvd. This amendment will consist of Old Clovercroft Road to Rocky Fork Road / Clovercroft Road. This extension of the project limits covers approximately 1,000 additional feet. The preferred typical section for this extension to the south will be studied during this Preliminary Design phase and determined after all data collection has been performed.

The scope of work remains the same from the previous agreement only with extended project limits. The following section explains the added work for each task due to the extended project limits.

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 1 – Project Coordination Services**

This task will consist of project coordination services for the extended length of the project and the extended schedule of the project due to the increase in project length. We will coordinate with TDOT Local Programs and the Greater Nashville Regional Council (GNRC) for the amendments to the TIP and the contract to include the additional length of the project. We will also coordinate with the utility companies in the area of the project extension to gather feedback on their facilities and potential relocation of their lines. We will further coordinate with Atmos Gas on their current gas line project and incorporate their gas line into our plans. We will have one project meeting to review the Preliminary design plans with Town staff.

### **Task 2 – Field Survey and Data Collection**

This task will consist of field survey for the extended project limits. Specific scope of the survey will remain the same from the original contract.

**Task 3 – Preliminary Design**

Preliminary Design will continue throughout the extended project limits excluding the area of the TDOT bridge replacement. The design will consist of two travel lanes, two bikes lanes and one sidewalk on the western side of Nolensville Road from Stonebrook to Sunset Road. Upgrades to the accessible ramps and signal at the intersection of Nolensville Road and Sunset Road will be made according to ADA requirements. The design of the section south of Old Clovercroft to Rocky Fork Road / Clovercroft will be determined as part of the preliminary design, with the intention to match the sidewalk that was recently installed along the eastern side of Nolensville just north of Rocky Fork Road.

**Task 4 – NEPA Documentation Preparation**

NEPA documentation will be amended to encompass the new project limits. All previously scoped technical studies will remain the same but will be done throughout the new project limits.

**Task 5 – Public Involvement**

No change to this task.

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

The field surveying can be completed within three weeks. The preliminary engineering can be completed within four weeks following receipt of the survey. We will continue to coordinate with utility companies throughout this process and incorporate their relocation into our design plans once we receive direction from them. Once utility information is provided and incorporated into our Preliminary design, we will begin NEPA documentation.

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

**FEE AND BILLING**

Kimley-Horn will amend the original tasks for the total lump sum fees below. All permitting, application, and similar project fees will be paid directly by the Client.

Task	Name	Original Fee	Amendment	Total Fee
Task 1	Project Coordination Services	\$13,700	\$12,800	\$26,500
Task 2	Field Survey and Data Collection	\$35,800	\$25,500	\$61,300
Task 3	Preliminary Design	\$55,200	\$42,500	\$97,700
Task 4	NEPA Documentation	\$40,000	\$20,000	\$60,000
Task 5	Public Involvement	\$10,000	\$0	\$10,000
Total		\$154,700	\$100,800	\$255,500

Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary (as allowed by the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects).

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLIENT:

TOWN OF NOLENSVILLE


By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  \_\_\_\_\_

Title: Vice President

Date: July 27, 2021