

**AMENDMENT NUMBER 04 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 04 DATED January 17, 2024 to the agreement between Town of Thompson's Station, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated April 10, 2019 ("the Agreement") concerning Thompson's Station Greenway Phase 3 (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.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

TOWN OF THOMPSON'S STATION

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

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

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

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Zachary J. Dufour, P.E.

Title: Vice President

Date: January 17, 2024

## **Exhibit A**

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Consultant shall perform the following Additional Services:

### **Task 16 – Construction Engineering Inspection Services**

Kimley-Horn, together with our Subconsultant – Ragan Smith and Associates, Inc. (RSA) – will provide Construction Engineering and Inspection (CEI) services for the Client in accordance with Appendix C, Roadway and Bridge Field Construction Procedures, in the TDOT “Local Government Guideline for the Management of Federal and State Funded Transportation Projects.” Kimley-Horn, via our Subconsultant, will provide the appropriate field and office staff required to assist the Client in compliance with the guidelines for Locally Managed Projects as outlined in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a three hundred sixty-five (365) calendar day duration. Furthermore, Kimley-Horn anticipates that one (1) inspector in the field will be sufficient for this construction project.

#### **Task 16.1 – Pre-Construction and Pre-Erosion Conference**

Kimley-Horn will prepare for and conduct one (1) Pre-Construction and Pre-Erosion Conference at a time and location determined by the Client and TDOT. Kimley-Horn will respond in writing to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes.

#### **Task 16.2 – Construction Progress Meetings**

Kimley-Horn will coordinate with the Contractor to schedule monthly construction progress meetings. This sub-task will consist of scheduling the meeting, preparing the meeting agenda, attending and producing meeting minutes for up to twelve (12) monthly progress meetings.

#### **Task 16.3 – Provide Utility Coordination**

Kimley-Horn 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. Kimley-Horn will invite each utility company to attend the monthly progress meetings. Kimley-Horn will coordinate with the identified utility meeting participants to keep them informed of the construction schedule and when work is expected to begin in and around their utilities. Kimley-Horn 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 Kimley-Horn’s role with respect to utilities as related to this project is the coordination of continued progress of the project as a whole and to attempt to coordinate construction work that may interfere with utilities.

#### **Task 16.4 – Supplemental Agreements / Construction Change Orders**

Kimley-Horn will notify the Client of the necessity for any Supplemental Agreements / Construction Changes. Kimley-Horn 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 Client. Kimley-Horn will prepare the Supplemental Agreement / Construction Change and submit to the Client 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. Kimley-Horn will review any Value Engineering Change Proposals and prepare recommendations for the Client.

**Task 16.5 – Shop Drawings and Submittals**

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, up to a maximum of fifteen (15) Shop Drawings and Submittals, but only for conformance with the Contract Documents. We will review these drawings for conformance with the contract documents and for conformance with current codes. 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.

**Task 16.6 – Quality Assurance, Testing for Acceptance, and Training**

Kimley-Horn will provide certified and trained personnel for field and plant testing and inspection. Kimley-Horn will monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. Kimley-Horn will monitor documentation of testing by the Contractor. Field testing consists of ACI tests for concrete consisting of concrete plant, nuclear density testing of subgrade and earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the TDOT sampling and testing schedule. Kimley-Horn (via our CEI Subconsultant) will provide source or plant testing according to TDOT Standard Specification 106.05 to consist of asphalt plant inspection (if these materials are proposed in the Plans). Kimley-Horn will provide miscellaneous checking of application rates and dimensions and bearings to review 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 Kimley-Horn for conformity to the Specifications. A Final Materials and Tests Certification will be provided in the Final Records submitted to the Client.

**Task 16.7 – Progress Payments**

Kimley-Horn 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. Recommended pay quantities will be submitted to the Client for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Copies of approved subcontracts as well as copies of actual DBE Subcontractor's contracts will be on file prior to the first Progress Payment.

**Task 16.8 – Distribution of Correspondence**

Kimley-Horn will submit to the Client a copy of the correspondence between Kimley-Horn, the Client, the Contractor, Subcontractors, and TDOT concerning matters related to the project. Kimley-Horn will maintain an office file copy for submission with the project Final Records.

### **Task 16.9 – Observation of Work**

Kimley-Horn will provide construction observation services to determine if the work is in general conformance with the Plans and Specifications for items that are being incorporated into the project. Kimley-Horn will observe, measure, and record the quantities for payment. Kimley-Horn will record field measurements in project records for review by the Client, TDOT, or auditors. The records will be recorded on a standard form (field book) as normally used by TDOT and/or on field inspection forms to be submitted to the Client. Kimley-Horn will check traffic control daily, and additionally as required or requested, and will notify the Contractor of deficiencies or problems observed. Kimley-Horn will document weekly project traffic control on forms normally used by TDOT and distribute as required. Our team will observe daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the Contractor of deficiencies. Kimley-Horn will prepare to justify pay quantities in the case of questions by the Contractor or TDOT. Kimley-Horn will maintain a daily diary, signed by the field representative, 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.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment

Each field technician will be certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Asphalt Concrete Certified Plant Technician
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training

### **Task 16.10 – Contractor Payrolls, Employee Interviews & Contract Compliance**

Kimley-Horn will receive and check the Contractor's payrolls for conformance to federal wage rates as defined in the contract. Late payroll information (two weeks late) is understood by Kimley-Horn to be appropriate justification to withhold progress payment. Kimley-Horn will notify the Prime Contractor of late payrolls and request immediate submission. Kimley-Horn will notify the Client prior to making a recommendation for withholding payments. Kimley-Horn will conduct Contractor employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. Kimley-Horn will notify the Prime Contractor of inaccuracies and seek to resolve discrepancies. Kimley-Horn will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

**Task 16.11 – Reports**

Reports and documents as required by TDOT guidelines will be generated by Kimley-Horn in the process of contract administration. Kimley-Horn will maintain either electronic or paper copies of project documentation in compliance with the TDOT Standard Operating Procedures.

**Task 16.12 – Final Records**

Kimley-Horn will submit a compilation of project records in TDOT standard format to the Client after project completion. Kimley-Horn will make one set of corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Kimley-Horn will perform a substantial completion site visit, punch list and then a final completion site visit. Kimley-Horn will submit final forms (FHWA-47, CC3, etc.) with the final records.

*Task 16 Kimley-Horn Deliverables:*

- Pre-Construction Conference Meeting Minutes (PDF format)
- Construction Progress Meeting Minutes (PDF format)
- Shop Drawing / Submittal Review Correspondence (PDF format)
- CEI Documentation consistent with TDOT Procedures

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

Kimley-Horn will begin Task 16 as soon as this task order has been fully executed and the Town and TDOT have concurred with the award of the contract. Our services will follow the schedule of the contractor and are based on the three hundred sixty-five (365) calendar day construction schedule outlined in the construction contract documents. Additional construction time beyond the three hundred sixty-five (365) calendar day schedule will be considered an additional service and billed at our current hourly rates.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

KHA will perform the services described in Task 16 for the total lump sum fee below:

<i>Task 16 – Construction Engineering Inspection (CEI)</i>	<b>\$642,900</b>
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The lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.