

**AMENDMENT NUMBER 05 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 05 DATED March 21, 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: March 21, 2024

## **Exhibit A**

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Consultant shall perform the following Additional Services:

### **Task 17 – Final Design Plan Revisions**

Kimley-Horn will revise the existing plans to remove the improvements on the Nutro Dog Park road and narrowing the greenway to a 5' wide sidewalk adjacent to the existing entrance road. Revisions are expected to occur on the following sheets:

- Cover Sheet
- C0-03 Estimated Quantities
- C0-10 Overall Map
- C0-11 Typical Sections
- C1-01 ROW Acquisition
- C2-01 Existing Conditions & Demolition Plan
- C3-01 Proposed Site Layout
- C3-02 Proposed Site Layout
- C4-01 Construction Access Plan
- C4-11 Erosion Control Plan Phase 1
- C4-21 Erosion Control Plan Phase 2
- C5-01 Grading and Drainage Plan
- RW1-01 Retaining Wall Envelopes
- RW1-02 Retaining Wall Envelopes
- L1-01 Landscape Plan
- L1-02-L1-08 – Landscape Plan Sheets, update plant schedule quantities on each page

Prior to making any external submittals, Kimley-Horn will provide the Client with a draft set of final Construction Plans for review.

#### ***Task 17.1 – Updated Opinion of Probable Cost***

Kimley-Horn will update the quantities in the original engineer's opinion of the probable construction cost for the proposed improvements defined by the plans and technical specifications. Quantities will be developed from the revised Construction plans. Kimley-Horn will base this opinion of probable construction cost on actual bid prices for recent projects which involved similar equipment and construction. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

### **Task 18 – Pre-Bid Phase Services**

Kimley-Horn will assist the Town with the following pre-bid phase services: Town/TDOT review, utility coordination, and bid documents preparation. Each is described below.

#### ***Task 18.1 – Final Sealed Construction Plans for Bidding***

Upon receipt of final comments from the Town, Kimley-Horn will finalize the plans, special provisions and materials estimates to be incorporated into bidding documents. It is anticipated that Kimley-Horn will coordinate with the Town in providing reproducible originals in hard copy and electronic file format to the appropriate personnel for bid document preparation. Kimley-Horn will coordinate with the Town to confirm that plans / special provisions match procurement procedures. The final design plans will be submitted on one 24" x 36" bond set signed and sealed by a State of Tennessee registered Professional Engineer.

***Task 18.2 – Town / TDOT Review***

Kimley-Horn will submit plans for review to the Town of Thompson's Station and TDOT Local Programs Office for review of plans, bid book and opinion of probable construction cost. This scope will consist of up to two (2) rounds of TDOT comments and edits.

Kimley-Horn will prepare and submit a package to the Town of Thompson's Station in order to obtain a land disturbance permit. Kimley-Horn will make one (1) set of plan revisions and resubmit to the Town for approval.

***Task 18.3 – MTE Utility Coordination***

Kimley-Horn will coordinate with Middle Tennessee Electric on the current conflict within the redesign area of the project.

***Task 18.4 – Proposal Contract Revisions***

Kimley-Horn will revise the proposal contract (i.e. Bid Book) to address the plan changes and updated bidding dates in accordance with TDOT Office of Local Programs standards. Kimley-Horn will not prepare separate stand-alone technical specifications for the project since TDOT specifications will be used. Kimley-Horn will only prepare technical specifications for those items that are not covered by the TDOT specifications. The remainder of the technical specifications will be based upon TDOT's *Standard Specifications for Road and Bridge Construction* or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, and required special provisions. The proposal contract will be submitted to the TDOT Office of Local Programs seeking approval and authorization for the Town to proceed with bidding the project.

**Task 19 – Bid Phase Services**

Upon receiving Notice to Proceed to Construction from TDOT, Kimley-Horn will assist the Town with advertising the project for construction. Kimley-Horn will coordinate with TDOT Local Programs to place the advertisement on the TDOT website. Any additional advertising requirements based on local procurement regulations will be handled by the Town. Kimley-Horn will respond to questions that arise during the bidding process and issue up to three (3) statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with the Town following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

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

KHA will perform the services described in Tasks 17-19 for the total lump sum fee below:

Task 17 – Final Design Plan Revisions	\$39,300
Task 18 – Pre-Bid Phase Services	\$17,200
Task 19 – Bid Phase Services	\$ 9,900

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.

