

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Murfreesboro Pike Complete Streets BRT Lite A&E Services

Amendment Summary: Amend Clause 3.1 Contract Term to be updated to Project Completion;
Amend Clause 4.1 Contract Value to add \$12,500.00 due to re-evaluation of NEPA for a revised
contract value of \$365,000.00; Removes and Replaces Exhibit A - Scope and Fee Proposal to include
the re-evaluation of NEPA.

Contract Number: 422444 Amendment Number: 1 Request Number: A2022102

Type of Contract: Project Completion **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 04/19/2018 Contract Expiration Date: Project Completion Contract Term:
Project Completion

Previous Estimated Contract Life Value: \$352,500.00

Amendment Value: \$12,500.00

Fund: 40017*

New Estimated Contract Life Value: \$365,000.00

BU: 42408017*

* (Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFQ (AE)

Procurement Staff: Marlon Bynum BAO Staff: Evans Cline

Procuring Department: NDOT Department(s) Served: NDOT

Prime Contractor Information

Prime Contracting Firm: Kimley-Horn and Associates, Inc. Phone #: 615-564-2701 ISN#: 862

Address: 421 Fayetteville Street Suite 600 City: Raleigh State: NC Zip: 27601

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (check if applicable)

Prime Company Contact: Chris Rhodes Email Address: chris.rhodes@kimley-horn.com

Prime Contractor Signatory: Christopher D. Rhodes **Email Address:** chris.rhodes@kimley-horn.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service-Disabled Veteran Business Program:

SBE/SDV Participation Amount: \$0.00 Percent, if applicable: 20%

Procurement Non-Discrimination Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

Yes Amount: N/A Percent, if applicable: 11.25%

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 422444
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND KIMLEY-HORN AND ASSOCIATES, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and **KIMLEY-HORN AND ASSOCIATES, INC.** located in Raleigh, NC.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated April 19, 2018, Metro Contract numbered 422444, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amends Clause 3.1 Contract Term to update to Project Completion; therefore, the clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end at the Project Completion."

2. Amend Clause 4.1 Contract Value to increase the contract value by \$12,500.00 due to the re-evaluation of NEPA for a revised contract value of \$365,000.00. The revised clause shall read as follows:

This Contract has an estimated value of \$365,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

3. Removes and Replaces Exhibit A – Scope and Fee Proposal to include the re-evaluation of NEPA.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 422444

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Diana Wallace KCK
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Michelle A. Hernandez Lane JR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery GLM
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BL
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Kimley-Horn and Associates, Inc.
Company Name

Christopher D. Rhodes
Signature of Company's Contracting Officer

Christopher D. Rhodes
Officer's Name

Christopher D. Rhodes, Vice President
Officer's Title

Revision Update

This is Revision number 001 dated March 28, 2022 to Exhibit A of the agreement between Nashville Department of Transportation ("NDOT" or "Client") and Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") dated March 1, 2018 ("the Agreement") concerning the proposed Murfreesboro Pike Complete Streets improvements Nashville, Tennessee ("Site" or "Project"). The additional scope and fee included in this revision can be seen below in Task 12.

Project Understanding

Based on qualifications that Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant") submitted to the Metropolitan Government of Nashville-Davidson County ("Metro" or the "Client") on August 31, 2017 and Metro's selection of the Consultant on December 22, 2017, Kimley-Horn understands that Metro wishes to task Kimley-Horn with the planning, preliminary engineering, design phase, pre-bid phase, bid phase, and limited construction support services for the Murfreesboro Pike Complete Streets Bus Rapid Transit (BRT) *Lite* project (the "Project").

This Project consists of the establishment of complete streets elements along Murfreesboro Pike between the intersections of Foothill Drive and Spence Lane / I-24 Westbound Ramps covering approximately 0.55 miles along Murfreesboro Pike (US 41 and 70S / State Route (SR) 1)). Complete streets elements anticipated to be incorporated into the Project consist of the following:

- 1) Proposed sidewalk or multiuse path along the north side of the roadway, yet maintaining the soon-to-be-constructed sidewalk section between Sta. 155+27 and Sta. 160+36 of the Transit Signal Priority (TSP) Project and maintaining the recently constructed segment of sidewalk fronting the new strip shopping center development (818 Murfreesboro Pike) between the Waffle House (816 Murfreesboro Pike) and the Shell Gas Station / Food Mart (822 Murfreesboro Pike);
- 2) Proposed closed drainage system with curb and gutter section on the north side of the roadway (minus the segments mentioned in 1) above) and along the south side of the roadway where new sidewalk is proposed (see bullet 5) below);
- 3) Proposed sidewalk fronting the following addresses on the south side of the roadway: 819, 821, and 825 Murfreesboro Pike;
- 4) Maintain existing sidewalk fronting the following addresses on the south side of the roadway: 815, 829 (via the TSP Project) Murfreesboro Pike;
- 5) Proposed sidewalk along the south side of the roadway between Plus Park Boulevard and Wilhagan Road;
- 6) Attempt to maintain the existing bicycle lanes or connect them with a proposed shared-use path if exclusive bicycle lanes cannot be maintained in the proposed cross section;
- 7) Reservation of a future 'envelope' (reserved width within the cross section) to accommodate future Light Rail Transit (LRT) along the north side of the roadway within the project limits;
- 8) Reservation of a future LRT envelope along the south side of the roadway between Plus Park Boulevard and Wilhagan Road only;
- 9) Roadway lighting;
- 10) Connectivity of existing local bus route (15) and BRT Lite route (55) bus stops / stations within the proposed sidewalk section;
- 11) Potential consolidation and/or relocation of overhead utility pole routes (relocation designed by others or as Additional Services); and



- 12) Connectivity, where feasible, with the currently under construction Transit Signal Priority (TSP) Project along the corridor.

A detailed description of our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with Metro Nashville Public Works, periodic project management team (PMT) meetings, and stakeholder coordination meetings.

Task 1.1 – Monthly Project Management

Monthly project management efforts will consist of preparing and distributing project correspondence, scheduling of review meetings and activities, and discussion of project issues throughout the project. The following will be required of the Consultant on a monthly basis:

- Status reports that summarize the project schedule, services performed since the last report, and
- Invoices detailing budgets and percent complete on individual tasks.

Task 1.2 – Project Kick-off

Kimley-Horn shall prepare for, facilitate, and document a kick-off meeting with the PMT to document the needs, goals, and objectives of the project. We envision the following entities being involved in the PMT: Metro Nashville Public Works, Nashville Metropolitan Transit Authority (MTA), Metro Nashville Planning Department, and others at the discretion of Metro. Kimley-Horn will coordinate with Metro to prepare the agenda for the kick-off to consist of meeting times, places, and attendees.

Task 1.3 – PMT Meetings

Kimley-Horn will coordinate and facilitate up to three (3) additional PMT meetings. These meetings will consist of a project status update, plans package review, and discussion of upcoming milestones for the project team and Metro. Kimley-Horn will prepare and distribute both a meeting agenda and meeting minutes for each meeting.

Kimley-Horn also envisions the need for periodic and impromptu meetings and/or conference calls with the PMT and/or project stakeholders throughout the planning and design phases of the contract. These meetings and/or calls, if and when deemed necessary, will be scheduled in coordination with Metro. Up to two (2) unscheduled meetings and/or conference calls have been budgeted for this project.

Task 1 Meeting Summary:

- *One (1) kick-off meeting*
- *Up to three (3) PMT meetings*
- *Up to two (2) unscheduled meetings (as requested by Metro staff)*

Task 1 Kimley-Horn Deliverables:

- *Meeting agendas, meeting minutes, action items (PDF format)*
- *Invoices / progress reports on a monthly basis (PDF and/or hard copy format)*



Task 2 – Stakeholder Involvement Services

Kimley-Horn will organize, facilitate, and document up to up to one (1) stakeholder involvement meeting. This meeting will be scheduled to occur on the same day as one of the PMT meetings and incorporate the following potential entities:

- Tennessee Department of Transportation (TDOT) Traffic Operations Division
- TDOT Multimodal Division
- TDOT Region 3
- Walk Bike Nashville
- Nashville Electric Service (NES)
- Metro Nashville Council representation (Districts 15, 16, 17 and/or 19)
- Area merchant representation
- Area neighborhood / community group representation

Task 2 Kimley-Horn Deliverables:

- *Meeting agendas and meeting minutes for up to one (1) stakeholder involvement meetings (in conjunction with selected PMT meeting dates)*

Task 3 – Public Engagement Services

One (1) public engagement meeting will be held for this project. Kimley-Horn will coordinate with Metro to schedule the meeting, select the location, and prepare the public meeting materials as required by Metro and TDOT.

The purpose of the public engagement meeting will be to introduce the project to the public, discuss the existing conditions, explore possible complete streets improvements within the project limits, and to gather feedback from the public. The meeting will be held during the PE-NEPA phase, and the public engagement will be completed in accordance with TDOT's Local Programs guidelines.

Kimley-Horn's role in the public meetings is as follows:

- Kimley-Horn will identify and confirm with Metro the location and time for the meeting.
- Kimley-Horn will prepare the public meeting handouts, to include a comment form, project description, a map showing the alternatives, and a summary of findings, to be distributed at the meeting.
- Kimley-Horn will prepare a series of exhibits to be placed in the room to illustrate the project's design.
- Kimley-Horn will prepare a five (5)- to 10-minute *PowerPoint* presentation, including development of the script and graphics and narration. The draft presentation will be submitted to Metro for review and will be revised by Kimley-Horn, prior to its use at the public meeting.
- Up to three (3) Kimley-Horn team members will be present at the meeting to assist Metro in responding to comments and questions.

Assumptions:

- One (1) public meetings will be held in the immediate vicinity of the project area.
- Metro will provide additional staff to support the meeting, as well as the court reporter.
- Metro will provide the audio-visual equipment.
- Metro will publish the legal notice in the local newspaper.



Following the end of the public comment period for the public meeting, and upon receipt of the public and agency comment forms and letters and the transcript of the public meetings, Kimley-Horn will prepare a public meeting summary. The public meeting summary will be included in the Categorical Exclusion document and will describe the public meeting, opportunities for public comment, and summarize the comments received. A draft of the summary will be submitted to Metro for review and a revised version will be produced if needed.

Task 3 Kimley-Horn Deliverables:

- *Legal notice for the public meeting (PDF format)*
- *Public meeting handouts (up to a 10-page handout, 100 copies)*
- *PowerPoint presentation for the public meeting*
- *Sign-in sheets and comment forms (100 copies)*
- *Public meeting summary (PDF format)*

Task 4 – Environmental Documentation Services

Given the nature of the project and expected impact level, the National Environmental Policy Act (NEPA) document is assumed to be either a C-List Categorical Exclusion (CE) or Programmatic Categorical Exclusion (PCE). This determination can only be made, however, by TDOT in cooperation with the Federal Highway Administration (FHWA). Kimley-Horn will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and the FHWA will determine the level of documentation and technical studies required for this project.

Task 4.1 – NEPA Documentation

Based on the assumption that TDOT and the FHWA will determine that either a C-List CE or PCE is appropriate for this project, Kimley-Horn will prepare the environmental technical studies and environmental document as described in the sub-tasks below in accordance with the Tennessee Environmental Procedures Manual (June 2011 edition) and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents. Kimley-Horn will submit the environmental document electronically to Metro Nashville for review and comment. After incorporating Metro's comments, a preliminary Categorical Exclusion document will be submitted to TDOT for review and comment. After incorporating TDOT's comments, a final Categorical Exclusion will be submitted to TDOT for approval.

Task 4.2 – Purpose and Need Statement

Kimley-Horn will prepare a "Purpose and Need" statement for inclusion in the environmental document. The statement will clearly describe the need that exists for the proposed improvements and will describe the problems that the proposed action is intended to address.

Project Alternatives – Kimley-Horn will prepare a discussion of alternatives to be included in the environmental document. Given the nature of the proposed improvements, the alternatives discussed will be limited to a No-Build Alternative and one Build Alternative.

Relocation Impacts – No business, residential or no-profit organizations displacements are anticipated with the construction of the proposed project. If a relocation study is deemed necessary for this project, this service can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.



Ecology – It is not anticipated that a stand-alone Ecology Report or Protected Bat Survey will be required for this project. If an Ecology Report or Protected Bat Survey are deemed necessary by TDOT, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Floodplains – Kimley-Horn will conduct a preliminary analysis of floodplains and floodways as part of the analysis and preparation of the environmental document. Floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of National Flood Insurance Rate Maps (FIRMs). Kimley-Horn will also identify in the environmental document if the proposed project encroaches into any base (100-year) floodplain and/or any regulatory floodways.

Agency Coordination – Kimley-Horn will prepare and send initial coordination letters to the following federal and state agencies requesting a review of the proposed project's impacts to threatened and endangered species, wetlands, and/or streams. Along with the letter request, Kimley-Horn will send a project location map.

- Tennessee Department of Environment and Conservation (TDEC)
- U.S. Fish and Wildlife Service (USFWS)
- U.S. Army Corps of Engineers (USACE)
- Tennessee Wildlife Resources Agency (TWRA)

Air Quality – TDOT's Environmental Division will be responsible for preparing the air quality analysis which meets the requirements of the Clean Air Act Amendment and TDOT's Air Quality Evaluation Policy. The air quality analysis will be updated to determine and compare the potential impacts of the project's alternatives on regional and local air quality. TDOT will provide the results of the air quality analysis to Kimley-Horn and Kimley-Horn will incorporate TDOT's findings into the environmental document.

Noise Impacts – Given that the project scope is limited to pedestrian improvements, the project will classify as a Type III project under FHWA and TDOT guidelines. Type III projects do not require a noise analysis. Kimley-Horn will coordinate with the TDOT Environmental Division for appropriate language to be included in the environmental document. If TDOT or any other agency determines additional noise analysis is required for this project, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Section 4(f) Impacts – No Section 4(f) resources are anticipated to be affected by the proposed project. If a Section 4(f) evaluation or coordination is required by any agency, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Section 6(f) Impacts – No parks or Section 6(f) resources are anticipated to be affected by the proposed project. If a Section 6(f) evaluation or coordination is required by any agency, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.



Section 106 Assessment – As part of the environmental review process, a Section 106 Assessment will be completed. This assessment includes a review and search of the archaeological and architectural / historical records for the general project area. Included within the Section 106 Assessment, Kimley-Horn will submit the following items to TDOT:

- USGS topographic map of the project area
- Photographs of the site, along with a key map
- Dates of construction for buildings in the project area where this information is readily available.

Following completion of the Section 106 Assessment, Kimley-Horn will submit the assessment to TDOT for approval. TDOT will then submit the Section 106 Assessment to the Tennessee State Historical Preservation Officer (SHPO) requesting a Section 106 review of the proposed project area.

If a Phase I Archaeological Survey or Assessment of Effects for Historic Properties Report is deemed necessary by TDOT and/or the SHPO, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Native American coordination will be completed by the TDOT Environmental Division, Archaeology Section and incorporated into the environmental document by Kimley-Horn.

Hazardous Materials – TDOT's Environmental Division will be responsible for preparing the hazardous materials review. TDOT will provide the results of the hazardous materials review to Kimley-Horn and Kimley-Horn will incorporate TDOT's findings into the environmental document.

If additional studies such as a Phase I or Phase II Environmental Site Assessment are required, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Environmental Justice – An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area, to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low income populations.

Baseline data will be collected for low income and minority populations using U.S. Census data. The data will include race, color, national origin, age and level of income of overall population, as well as the existence of any minority or low-income populations or communities. Potential areas of EJ populations will be displayed on GIS mapping.

The EJ analysis will be limited to desk-top research only. No field work will be completed. If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community. If potential mitigation measures or potential community outreach efforts are identified, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement. The EJ analysis will be incorporated directly into the environmental document.



Task 4.3 – Document Preparation and Distribution

The purpose of this task is to develop the CE documentation, consistent with the requirements of the Council on Environmental Quality (CEQ), the TDOT Environmental Procedures Manual, and the TDOT Local Governments Guidance Manual. Kimley-Horn will incorporate the Purpose and Need, a project description and results of the environmental technical studies into the environmental document. Where appropriate, proposed and/or potential mitigation measures will be discussed. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of impacts and comparison of impacts.

Following completion of the document by Kimley-Horn, the environmental document will be submitted to the TDOT Environmental Division for approval.

If a higher level of environmental document is required other than either a C-List Categorical Exclusion or Programmatic Categorical Exclusion, any additional required technical studies will be performed after authorization by the Client in accordance with the Additional Services clause of this agreement.

Task 4 Kimley-Horn Deliverables:

- *Copy of all correspondence and submittals to various regulatory agencies (PDF format) to Metro*
- *Section 106 Assessment to TDOT (PDF format)*
- *Public meeting record and list of attendees (PDF format)*
- *Draft Categorical Exclusion document for Metro review (PDF format)*
- *Draft Categorical Exclusion document for TDOT review (Adobe PDF format)*
- *Final Categorical Exclusion document for TDOT review and approval (2 hard copies and PDF format).*

Task 5 – Preliminary Design Services

This task will consist of data collection efforts, field survey, a brief operational analysis, and the development of Preliminary Plans for the project.

Task 5.1 – Field Survey

A topographic field survey will be performed to TDOT Survey standards in Microstation and Geopak V8i file format, tied to the Tennessee State Plan Coordinate System and referencing local benchmarks. The survey corridor will be 300' wide, centered on the existing roadway centerline of Murfreesboro Pike along the project limits identified earlier.

Kimley-Horn will provide a list of property owners, copies of deeds, and parcel acreage for each impacted property to Metro in Microsoft Excel format to assist in future right-of-way / easement acquisition for the project.

Task 5.2 – Data Collection Services

Kimley-Horn will perform a site visit to review the existing conditions along the corridor, confirm the field survey captured in Task 5.1, and to collect digital photography to assist with environmental documentation efforts (Task 4), public engagement services (Task 3), and design efforts in later tasks.

***Task 5.3 – Early Utility Coordination***

Utility coordination will be conducted throughout the life of the project. In order to receive utility certification from TDOT, a new “Early Utility Coordination” process must be performed in accordance with TDOT guidelines.

Kimley-Horn will request a list of Davidson County utility owners from the TDOT Region 3 Utility Office. Kimley-Horn will prepare and send an early coordination letter and project graphic to each utility on the list. The letters will be sent via email where possible and by certified mail in all other cases. Kimley-Horn will prepare a document compiling the responses received from the initial coordination letter.

Sixty (60) days after sending the initial coordination letter, Kimley-Horn will send a second letter (either by email or registered mail) to each utility company that did not respond to the initial coordination request. Kimley-Horn will document any responses received within ten (10) days, per the TDOT guidelines.

Task 5.4 – Preliminary Roadway Design

Kimley-Horn will prepare a preliminary design in accordance with TDOT's Roadway Design Guidelines and current Metro Nashville standards. The preliminary plans will be prepared to conform to TDOT's current CAD standards. The plans will consist of the following:

- Cover sheet with index
- Typical sections
- Present Layout plans
- Proposed Layout plans
- Roadway Profiles
- Preliminary Drainage Map
- Preliminary Signing and Marking plans
- Preliminary Traffic Signal Modification plans (if needed)
- Roadway Cross Sections

Task 5.5 – Preliminary Utility Coordination

Kimley-Horn will submit preliminary plans (30% complete) to utility owners identified in task 5.3. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the preliminary plans. Additionally, utility companies will be invited to attend the preliminary plans review meeting described in Task 5.6 below.



Task 5.6 – Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans (30% complete) to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments (this meeting will be one of the three (3) PMT meetings described in Task 1). Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in a meeting minutes that will be distributed to all attendees of the review meeting.

Task 5 Kimley-Horn Deliverables:

- *Conceptual Design Graphic (PDF format and one (1) hard copy)*
- *30 Percent Preliminary Plans Package (five (5) half-size hard copies, and PDF format)*
- *30 percent preliminary plans package (PDF format) to each known Utility Owner within the project corridor*
- *Utility Coordination Request Letter (PDF format) to each known Utility Owner within the project corridor*
- *Minutes from plans review meeting with Metro (PDF format) to all attendees*

Task 6 – Right-of-Way Services

Upon receiving approval to proceed with the PE-Design Phase from TDOT, Kimley-Horn will begin final preparation of the Right-of-Way plans as well as the submittal to TDOT for Right-Of-Way Certification. Legal descriptions and exhibits will be prepared for the purpose of Right-of-Way and easement acquisition. It is anticipated that construction for this project will require the acquisition of new Right-of-Way and easements for up to 20 properties. Any right-of-way or easements required for this project must be obtained by Metro in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

Task 6.1 – Right-Of-Way Plans

Kimley-Horn will advance the preliminary design to support Right-of-Way certification submittal based on TDOT design guidelines and requirements. Kimley-Horn will submit Right-of-Way design plans to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments (this meeting will be one of the three (3) PMT meetings described in Task 1). Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting. The revised plans will be used for coordination efforts with known utility owners in the corridor and will be submitted to TDOT for Right-of-Way Certification.

Task 6.2 – Acquisition Plats

Based on a review of the properties along the corridor and the currently defined project limits, it is anticipated that there will be a maximum of 15-20 properties that will require some form of easement or right-of-way acquisition. Kimley-Horn will prepare plats and legal descriptions for the required easements on the project for up to 20 properties. If additional plats beyond this number are required, Kimley-Horn will notify Metro and will prepare the additional plats in accordance with the Additional Services clause of this agreement.



Metro will be responsible for all other activities associated with the acquisition of rights-of-way and easements for this project. The only Kimley-Horn task in this effort will be the preparation of legal plats and descriptions. Services to be performed by Metro during this phase of the project will include, but are not limited to, the following:

- Preparation of Title Reports for all subject properties
- Preparation of Initial Property Owner Contact forms
- All meetings and negotiations with property owners
- Preparation of Appraisals for property to be acquired, where applicable
- Preparation of Review Appraisals, where applicable
- Preparation of Appraisal Waivers, where applicable
- Preparation of Donation Documents, where applicable
- Negotiation with property owners
- Preparation of Administrative Settlement Requests, where applicable
- Preparation of Warranty Deed or Easement conveyance documents
- Preparation of Closing Statements
- Filing and recording of all documents with the Metropolitan Government of Nashville-Davidson County Register's Office

Metro will be responsible for all fees associated with the recording of the project acquisition documents.

Task 6 Kimley-Horn Deliverables:

- *Plats / Legal Description for acquisitions on up to 20 properties (one (1) hard copy and PDF format)*
- *Right-of-Way plan submittal to Metro (PDF Format)*
- *Right-of-Way Certification Letter and supporting documents for submittal to TDOT (PDF Format)*

Task 7 – Final Design Services

This task will consist of the preparation of preliminary and final construction plans for the project.

Task 7.1 – Construction Plans

Kimley-Horn will prepare a final design in accordance with TDOT's Roadway Design Guidelines and current Metro standards. The construction plans will be prepared to conform to TDOT's current CAD standards.

The construction plans will consist of the following sheets:

- Cover sheet
- Index and Standard Drawings sheets
- General Notes sheets
- Estimated Quantities sheets
- Typical Sections sheets
- Details and Notes sheets
- Present Layouts
- Property Map & Acquisition Table
- Right-of-Way Layouts
- Proposed Layouts



- Roadway Profiles
- Drainage Map
- Signing and Marking plans
- Traffic Signal Modifications plans (if needed)
- Roadway Lighting plans
- Phased Erosion Prevention and Sediment Control plans
- Construction Traffic Control plans
- Roadway Cross Sections

Task 7.2 – Lighting Design

A Preliminary roadway lighting plan will be developed that provides light levels for sidewalks, pedestrian crossings, bike lanes, the roadway. Lighting will be designed to meet current Illuminating Engineering Society (IES) criteria RP 8-14, and the lighting design will adhere to ADA requirements. The Lighting design will be coordinated in an effort to enhance roadway aesthetics and minimize conflicts as required. The consultant anticipates utilizing the Metro approved Light Emitting Diode (LED) cobrahead type light fixture mounted on 35' or 40' aluminum poles and underground wiring. Light poles will be designed with aesthetic and photometric considerations deemed suitable for the project. Light poles may be designed with banner arms if desired.

Task 7.3 – 90% Design Submittal and Review

Kimley-Horn will submit design plans (90% complete) to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments (this meeting will be one of the three (3) PMT meetings described in Task 1). Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in a meeting minutes that will be distributed to all attendees of the review meeting.

Task 7.4 – Final Utility Coordination

Kimley-Horn will submit construction plans to utility owners identified in Task 5.3. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the construction plans. Via this task, utility companies will also be invited to attend the final plans review meeting described in Task 7.6 below.

Task 7.5 – Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because Kimley-Horn 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. Kimley-Horn cannot and does not guarantee that proposals, bids



or actual costs will not vary from its opinions of cost. If Metro wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by Metro will be paid for as Additional Services.

Task 7.6 – Final Design Submittal

After the comments and issues have been received and addressed from the 90% design submittal, Kimley-Horn will prepare a set of final construction plans. Kimley-Horn will submit draft construction plans to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments and coordinate the revisions received (this meeting will be one of the three (3) PMT meetings described in Task 1). Following the review meeting, Kimley-Horn will revise the plans based on the comments received. Kimley-Horn will submit the draft construction plans to the TDOT Office of Local Programs for review and approval by the TDOT Design Division. This submittal will consist of the design plans and the TDOT Local Programs forms for design approval. Upon receipt of comments from TDOT, Kimley-Horn will prepare the final Construction Plans. The Final Construction plans will be signed and sealed by a State of Tennessee licensed Professional Engineer.

Task 7 Kimley-Horn Deliverables:

- *90 percent roadway construction plans for Metro review (five (5) half-size hard copies, and PDF format)*
- *90 percent preliminary roadway plans package (PDF format) to each known Utility Owner within the project corridor*
- *Minutes from utility coordination meeting(s) (PDF format) to all attendees*
- *Final sealed plans for Metro submittal (two (2) half-size hard copies and PDF format)*
- *Final sealed plans for TDOT submittal (two (2) half-size hard copies and PDF format)*
- *Design Certification Letter for submittal to TDOT (PDF format)*
- *Final engineer's opinion of probable construction cost (PDF format) to the Client*

Task 8 – Environmental Permitting

This task incorporates the preparation of the environmental permitting document anticipated to be needed for the Project.

Task 8.1 – Storm Water Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by TDEC for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to reduce the negative downstream impacts due to pollutant run-off related to construction activities.

Kimley-Horn will submit a copy of the SWPPP to Metro for review. Kimley-Horn will revise the SWPPP document in accordance with Metro comments and will submit the SWPPP document to TDEC for review. Kimley-Horn will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. Metro shall be responsible for all permitting and review fees associated with this task.



Task 8.2 – NPDES Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that the only environmental permit that will be required for the project will be a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity. Kimley-Horn will prepare the NPDES General Permit application and will submit it to TDEC along with the approved SWPPP document for processing by TDEC.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDOT, TDEC, or any other agency, those permits can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Task 8 Kimley-Horn Deliverables:

- *Draft Project SWPPP (one (1) hard copy and PDF format, to Metro and one (1) hard copy to TDEC)*
- *Final Project SWPPP (one (1) hard copy and PDF format to Metro and one (1) hard copy to TDEC)*
- *NPDES Permit Application (PDF format to Metro and to TDEC)*

Task 9 – Bid Phase Services

Task 9 efforts will consist of DBE goal setting, preparing the final bid documents, and bid assistance services as detailed below.

Task 9.1 – DBE Goal Setting

Given the construction budget for this project, Metro will be required to set goals for DBE participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to Metro and TDOT for review and approval.

Task 9.2 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT Office of Local Programs standards. Kimley-Horn will 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, required special provisions, and an 11" x 17" plan set. The proposal contract will be submitted to the TDOT Office of Local Programs for approval and authorization for Metro to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver 10 bond copies of the plans and Proposal Contract to Metro.



Task 9.3 – Bid Assistance

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist Metro with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. Kimley-Horn staff will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with Metro staff 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 prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT for review and approval to award the contract to the lowest responsive bidder.

Task 9 Kimley-Horn Deliverables:

- *Project DBE Goal Worksheet (PDF form to Metro and TDOT)*
- *Draft Proposal Contract (PDF format to TDOT)*
- *Final Proposal Contract (PDF format to TDOT)*
- *Plans Package and Proposal Contract copies for bidders (10 bond copies)*
- *Responses to bidder questions (PDF format)*
- *Bid tabulation and Request to Award letter for submittal to TDOT (PDF format)*

Task 10 – Construction Support Services

Kimley-Horn will provide technical support to Metro's Construction Engineering and Inspection (CEI) consultant. Kimley-Horn's construction support services will be limited to responding to Contractor Requests for Information (RFI) and minor design revisions as scoped 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 12 – month duration.

Task 10.1 – Contractor Request for Information (RFI) Response

The purpose of Kimley-Horn 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 Metro or its CEI consultant. These efforts will consist of preparation and documentation time associated with each activity. A total of 4 RFI's (totaling 12 hours) and four (4) on-site visits (totaling 16 hours) have been budgeted for this sub-task.

Task 10.2 – Minor Design Modifications

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by Metro or the Contractor. If appropriate, Kimley-Horn will prepare minor design addendum to document and clarify resulting contract change orders. A total of four (4) minor design modifications (totaling 32 hours) have been budgeted for this sub-task.



Task 11 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope Metro requests, will be considered Additional Services and will be performed at our then current hourly rates or an agreed upon lump sum value. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional environmental studies outside of those scoped above
- Public Engagement Services outside of those scoped above
- Three-dimensional graphics for public engagement efforts
- Attendance at review meetings, PMT meetings, public meetings, stakeholder meetings and/or neighborhood meeting outside of those scoped above
- Traffic data collection (TMC / ADT) and/or traffic engineering analyses
- Landscape / streetscape design services
- Additional permits outside of those scoped above
- Additional plats and descriptions in excess of the 20 scoped above
- Additional bid phase and/or pre-construction services should Metro decide to bid the project multiple times
- Professional services should the project scope exceed those documented in this Scope of Services on Page 1
- Geotechnical engineering services
- Utility relocation services
- Engineer of Record (EOR) services during the construction phase
- Construction engineering and inspection (CEI) services
- Attendance at construction progress meetings
- Design revisions requested during the construction phase
- Post-construction project documentation services
- Others as requested by the Client

Task 12 – National Environmental Policy Act (NEPA) Reevaluation Documentation

At the request of the Tennessee Department of Transportation (TDOT), Kimley Horn has been asked to complete a NEPA Reevaluation for the Project. In 2020, Kimley Horn prepared a C-List Categorical Exclusion which was then approved. Since that C-List CE was approved, updated plans have been developed with updated information on the proposed right-of-way and easements, which prompted the Reevaluation. The NEPA Reevaluation will consist of the following items:

- Explanation of the reevaluation and project background;
- Discussion of changes regarding the project description and project area since the approval of the NEPA document;
- Summary of Environmental Technical Studies conducted for the NEPA document;
- Discussion of agency involvement since the approval of the NEPA document; and,
- Summary of findings

***Task 12.1 – TDOT Environmental Division Coordination***

Kimley Horn will coordinate with the TDOT Environmental Division on behalf of the Client regarding the subject project. This coordination effort will consist of initiating the NEPA Reevaluation with the TDOT Environmental Division and preparing an updated memorandum to highlight any project description changes from what was presented in the approved NEPA document to what should be included in the NEPA Reevaluation.

Task 12.2 – Public Involvement

It is assumed that no public involvement activities will be required for the proposed project. If any public involvement activities are deemed necessary, this effort will be considered Additional Services beyond this scope of services.

Task 12.2 – Agency Coordination

Kimley-Horn will prepare and send coordination letters, as well as associated project mapping and plans to TDOT for coordination with the following federal and state agencies.

- U.S. Fish and Wildlife Service (USFWS)
- Tennessee Wildlife Resources Agency (TWRA)
- Tennessee Department of Environmental and Conservation (TDEC)

Task 12.2 – Public Involvement

As part of the preparation of the NEPA Reevaluation, the previously prepared environmental technical reports will be reviewed by Kimley Horn to determine if the results presented in the approved NEPA document remain valid. If necessary, Kimley Horn will update the applicable environmental technical studies as outlined below.

The following environmental technical studies will be completed by the Consultant:

- Floodplains
 - o Floodplains and floodways in the project area will be identified only, through the review of National Flood Insurance Rate Maps (FIRMs). All FIRMs specific to the project area will be compiled and the relevant floodplains and floodways information will be provided as part of the NEPA Reevaluation.
- Environmental Justice
 - o Kimley Horn will complete an Environmental Justice (EJ) analysis, in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will evaluate block group-level census data within the project area, to determine whether minority and/or low-income populations are present in the area affected by the proposed project, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations. The EJ analysis will be limited to desktop research only and will be incorporated directly into the NEPA Reevaluation. No fieldwork will be completed.



- Hazardous Materials
 - o Kimley Horn will complete a desktop review of available hazardous materials databases available through TDEC and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. This information, along with all relevant TDEC and EPA database mapping for the project area, will be presented in a memorandum for the TDOT Hazardous Materials Section to review and provide further recommendations as to whether additional studies may be necessary

The TDOT Environmental Division will be responsible for providing the following environmental technical information:

- Air Quality
- Noise
- Native American Consultation

Following receipt of the above listed environmental technical information from the TDOT Environmental Division, Kimley Horn will review and incorporate the information/data into the NEPA Reevaluation.

Should additional environmental technical studies be deemed necessary via review by the TDOT Environmental Division, they will be considered Additional Services. Scope associated with the potential additional environmental technical studies is summarized below:

The following environmental technical studies can be updated/completed but will be considered Additional Services beyond this scope of services:

- Conceptual Stage Relocation Plan
- Ecology – Jurisdictional Determinations and Threatened and Endangered Species Surveys (included but not limited to Bat Presence or Absence Surveys)
- Detailed Floodplain Analysis
- Farmland
- Section 4(f) and Section 6(f) Documentation
- Assessment of Effects for Historic Properties Report or Phase I Archaeological Survey
- Detailed Environmental Justice Analysis
- Phase I or Phase II Hazardous Materials Environmental Site Assessments

Effort associated with these additional environmental technical studies will NOT be performed without written authorization from the Client.

Task 12.5 – NEPA Reevaluation Document Preparation and Approval

The purpose of this task is to develop the NEPA Reevaluation, consistent with the requirements of the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents* as well as the *Tennessee Environmental Procedures Manual* (June 2011 edition) and *TDOT's Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (March 2018).

Following completion of the NEPA Reevaluation by Kimley Horn, the document will be submitted to NDOT for review and comment. Kimley Horn will then revise the NEPA Reevaluation based on NDOT's comments. Once NDOT approves the NEPA Reevaluation, the document will be submitted to the TDOT Environmental Division for initial review and subsequent approval.


Task 9 Kimley-Horn Deliverables:

- *Copy of all correspondence and submittals to various regulatory agencies (electronic copy in Adobe PDF format)*
- *Draft NEPA Reevaluation for the Client's review (electronic copy in Adobe PDF format)*
- *Draft NEPA Reevaluation for TDOT's review (electronic copy in Adobe PDF format)*
- *Final NEPA Reevaluation for TDOT's review and approval (electronic copy in Adobe PDF format)*

Information Provided by the Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by Metro. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Public Engagement items (venue, staff, deliverables) provided by Metro described in Task 3
- Right-of-Way / Easement acquisition deliverables described in Task 6.2
- Other items requested by the Consultant

Schedule

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon the proposed schedule summarized below:

<u>Task</u>	<u>Milestone</u>
Environmental Documentation Submittal:	1 month following feedback from each state / federal agency
Preliminary Design Submittal:	4 months following TDOT NTP for the PE-NEPA phase
Right-of-Way Submittal:	3 months following TDOT NTP for the PE-DESIGN phase
Final Design Submittal:	4 months following ROW certification from TDOT
Bid Documents:	2 months following consolidated comments from Metro and TDOT
Bid Phase / Construction Support Services:	Beginning after TDOT NTP for the CONST phase

Please note that Kimley-Horn has no control over internal FHWA and TDOT review processes as they relate to approvals and the issuances of notices to proceed.

This schedule will be expanded with further detail consisting of each task and sub-task once Metro issues a Notice to Proceed. This expanded / detailed schedule will be presented at the project kick-off meeting and modified, as deemed necessary, throughout the life of this contract.



**MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY**

**EXHIBIT A REVISION I
SCOPE OF SERVICES / FEE PROPOSAL**

Fee and Expenses

Kimley-Horn will perform the planning and design phase services described in Tasks 1 through 10, and 12 for the total lump sum fee below:

<i>Task 1 – Project Coordination Services</i>	<i>\$19,100</i>
<i>Task 2 – Stakeholder Involvement Services</i>	<i>\$3,300</i>
<i>Task 3 – Public Engagement Services</i>	<i>\$13,800</i>
<i>Task 4 – Environmental Documentation Services</i>	<i>\$9,400</i>
<i>Task 5 – Preliminary Design Services</i>	<i>\$112,700</i>
<i>Task 6 – Right-of-Way Services</i>	<i>\$70,200</i>
<i>Task 7 – Final Design Services</i>	<i>\$96,700</i>
<i>Task 8 – Environmental Permitting</i>	<i>\$7,500</i>
<i>Task 9 – Bid Phase Services</i>	<i>\$10,200</i>
<i>Task 10 – Construction Support Services</i>	<i>\$9,600</i>
<i>Task 12 – NEPA Reevaluation Documentation</i>	<i>\$12,500</i>

Planning, PE-NEPA, and PE-Design Fee (Lump Sum Inclusive of Expenses): **\$365,000**

Fees will be invoiced monthly based upon the overall percentage of services performed for each lump sum task. Payment will be due within 25 days of your receipt of the invoice. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Kimley-Horn will perform the services described in Task 11 (Additional Services) of the Scope of Services on a labor fee plus expense basis or an agreed upon lump sum value. Effort associated with Task 11 will not be performed without authorization from the Client.



MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY

EXHIBIT A REVISION I
SCOPE OF SERVICES / FEE PROPOSAL

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**MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY**

**EXHIBIT A REVISION I
SCOPE OF SERVICES / FEE PROPOSAL**

Hourly Rate Summary

	Project Manager	Senior Engineer	Engineer	Analyst	Designer	Senior Planner	Planner	Support Staff
Hourly Rate:	\$50.00	\$70.00	\$40.00	\$35.00	\$30.00	\$55.00	\$27.50	\$25.00
Hours by Category:	329.0	131.0	384.0	570.0	610.0	36.0	96.0	32.0
Extension	\$16,450.00	\$9,170.00	\$15,360.00	\$19,950.00	\$18,300.00	\$1,980.00	\$2,640.00	\$800.00
Direct Labor:								\$84,650.00

Fee Proposal

1	Direct Labor	=	\$84,650.00
2	Overhead (Rate: 1.9779 x 1)	=	\$167,429.24
3	Subtotal 1 + 2	=	\$252,079.24
4	Net Fee (Rate: 2.35 x 0.130 x 1)	=	\$25,860.00
5	Subtotal 3 + 4	=	\$277,939.24
	Direct Expenses:		
	Kimley-Horn Project Expenses	=	\$3,100.00
	Subconsultant: Civil Infrastructure Associates, LLC (DBE)	=	\$51,500.00
	Subconsultant: Booker Engineering, Inc. (DBE)	=	\$32,528.00
6	SubTotal Direct Expenses:	=	\$87,128.00
7	Total Project (5 + 6)	=	\$365,067.24
	TOTAL PROJECT (ROUNDED)	=	\$365,000.00

DBE Participation

DBE Subconsultants	DBE Fee	% of Total Fee
Civil Infrastructure Associates, LLC (DBE)	\$51,500.00	14.61%
Booker Engineering, Inc. (DBE)	\$32,528.00	9.23%
DBE Totals	\$84,028.00	23.84%

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com																					
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : National Union Fire Ins. Co.</td><td>19445</td></tr> <tr> <td colspan="2">INSURER B : Allied World Assurance Company (U.S.)</td><td>19489</td></tr> <tr> <td colspan="2">INSURER C : New Hampshire Ins. Co.</td><td>23841</td></tr> <tr> <td colspan="2">INSURER D : Lloyds of London</td><td>085202</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Union Fire Ins. Co.		19445	INSURER B : Allied World Assurance Company (U.S.)		19489	INSURER C : New Hampshire Ins. Co.		23841	INSURER D : Lloyds of London		085202	INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER: 22-23****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

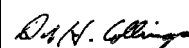
Re: RFQ/Contract Number 422444; Murfreesboro Pike Complete Streets BRT Lite A&E Services. Metropolitan Government of Nashville & Davidson County, its officials, officers, employees & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Purchasing Agent
 Metropolitan Government of Nashville
 & Davidson County
 Metro Courthouse
 Nashville, TN 37201-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. CA4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM



CA #: A2022102

Date Received: Jan. 27, 2022

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Murfreesboro Pike BRT Design Services Contract Number: 422444 Amendment Number: 1
 Requesting Department: NDOT Requesting Departmental Contact (Name & #): Darrell K. Moore - 615-862-8730
 Contractor's Business Name: Kimley-Horn and Associates, Inc. Name of Contract Signatory: Christopher D. Rhodes
 Contract Signatory Email Address: chris.rhodes@kimley-horn.com
 Address: 421 Fayetteville Street, Ste 600 City: Raleigh ST: NC Zip: 27601

Revision Accomplishes: Check all that apply

☒ Term Extension	New End Date: Project completion	Include revised schedule if necessary
☒ Contract Value Increase	Original Contract Amount 352,500 Previously Executed Amendment(s) Amount 0 Current Amendment Amount \$11,300 \$12,500 Amendment % Increase 3.124 3.42% Proposed Revised Contract Amount \$363,500 \$365,000.00	Include revised fee schedules, budget, and total contract value as appropriate <i>Approval of Change</i> MLL, 3/30/2022 3:46 PM CDT
____ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
____ Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
Amending contract to add Task 12 - NEPA Re-evaluation Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 42408017 Fund #: 40017 Any Other Accounting Info: _____

Procurement will route in DocuSign for Signature

 Department Requester Darrell Moore
Dina Wallara
 Requesting Department Director's Signature of Approval

1/27/2022 | 8:44 AM PST

Date

A2022102

CA #: _____

Jan. 27, 2022

Date Received: _____

To be completed by the Procurement Division

☒ **Contract Amendment is Approved** (Additional Comments: _____

_____)

☐ **Contract Amendment is Denied for** _____

PURCHASING AGENT: Michelle D. Hernandez Lane **Date:** 1/27/2022 | 4:25 PM C



Certificate Of Completion

Envelope Id: 5C6FDE68FFF04A9DB28E735C468BC1EE
Subject: Updated Amendment Form - Kimley Horn - A2022102
Source Envelope:
Document Pages: 2
Certificate Pages: 15
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.190

Record Tracking

Status: Original
3/29/2022 1:18:52 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Procurement Resource Group
prg@nashville.gov
Pool: StateLocal
Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 3/29/2022 1:21:43 PM Viewed: 3/30/2022 3:46:17 PM Signed: 3/30/2022 3:46:21 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Judy Cantlon
Judy.Cantlon@nashville.gov
Security Level: Email, Account Authentication (None)



Sent: 3/30/2022 3:46:24 PM

Electronic Record and Signature Disclosure:
Accepted: 3/30/2022 2:21:41 PM
ID: 45e25872-45eb-421a-a9ee-d521f61fb6ca

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication (None)



Sent: 3/30/2022 3:46:25 PM

Electronic Record and Signature Disclosure:
Accepted: 12/29/2021 9:46:41 AM
ID: b64cc054-f106-4570-a33d-2a6a0d637898

Carbon Copy Events	Status	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/30/2022 3:46:27 PM
Marlon Bynum marlon.bynum@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/9/2022 12:05:42 PM ID: 717193c2-b667-4984-95d7-28d4c69a2651	COPIED	Sent: 3/30/2022 3:46:28 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2022 1:21:43 PM
Certified Delivered	Security Checked	3/30/2022 3:46:17 PM
Signing Complete	Security Checked	3/30/2022 3:46:21 PM
Completed	Security Checked	3/30/2022 3:46:28 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Contract Abstract

Contract Information

Contract & Solicitation Title: Murfreesboro Pike Complete Streets BRT Lite A&E Services

Contract Summary: Contractor agrees to provide professional surveying and engineering services for construction of Complete Street work elements along the BRT Lite Corridor of Murfreesboro Pike from the I-24 Ramps to Foothills Drive as outlined in Exhibit A – Proposal and Cost Summary. The program is federally funded through TDOT (Federal Project STP-M

Contract Number: 422444 Solicitation Number: 1019677 Requisition Number: 112078

Type of Contract/PO: Project Completion

Estimated Start Date: 04/13/2018 Estimated Expiration Date: 04/12/2023 Contract Term: 60 Months

Estimated Contract Life Value: \$352,500.00 Fund: 40017 (\$70,500) & 40300 (\$282,000.00)

BU: 42408017 (\$70,500) & 42412050 (\$282,000.00)

Payment Terms: Net 30 Selection Method: RFQ (AE)

Procurement Staff: Terri Troup BAO Staff: Tina Burt

Department(s) Served: Public Works

ml

Contractor Information

Contracting Firm: Kimley-Horn and Associates, Inc

Address 1: 421 Fayetteville Street, Suite 600

Address 2:

City: Raleigh State: NC Zip: 27601

Contractor is (Check all that apply): SBE ☐ SDV ☐ MBE ☐ WBE ☐

Company Contact: Chris Rhodes Email Address: chris.rhodes@kimley-horn.com

Phone #: 615-564-2703 E1#: 171853

Contract Signatory: Christopher D. Rhodes Email Address: chris.rhodes@kimley-horn.com

Subcontractor Information

Small Business Program: SBE/SDV Participation Amount: 0.00

Percent, if applicable: 20%

Procurement Nondiscrimination Program: N/A Amount: N/A

Percent: N/A

Federal Disadvantaged Business Enterprise: Yes Amount: N/A

Percent: 11.25%

* Amounts and/or percentages are not exclusive

Contract/PO Lifecycle Report

Summary of Offers

	Score (RFQ Only)	Evaluated Cost	Result
AECOM	84	N/A	Evaluated but not selected
Barge Waggoner Sumner Cannon	79	N/A	Evaluated but not selected
DBE & Associates Engineering, Inc	85	N/A	Evaluated but not selected
Gresham Smith & Partners	89	N/A	Awarded
KCI	68	N/A	Evaluated but not selected
Kimley-Horn and Associates, Inc	96	N/A	Evaluated but not selected
WSP	79	N/A	Evaluated but not selected

Terms and Conditions

1. ARCHITECTURAL AND ENGINEERING CONTRACT

1.1. Heading A&E

This Contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Kimley-Horn and Associates, Inc.** ("CONSULTANT") located at **421 Fayetteville Street, Suite 600, Raleigh, NC 27601**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Scope and Fee Proposal*
- *The solicitation documentation for RFQ# 1019677 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

Where this Contract references "CONTRACTOR" in **all caps**, it is understood to be the CONSULTANT.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide professional surveying and engineering services for construction of complete street work elements along the BRT Lite Corridor of Murfreesboro Pike from the I-24 Ramps to Foothills Drive. The program is federally funded through TDOT (Federal Project STP-M-1(372), State Project 19LPLM-F0-149, PIN 125309.00, TIP 2014-111-027). The Consultant will be responsible for following all state and federal guidelines.

2.2. METRO's Responsibilities

METRO will:

Use its best efforts to provide CONSULTANT with available information pertinent to a project if that information is necessary, exists, and is available without significant cost to METRO. METRO does not represent, warrant or guarantee the accuracy or completeness of any information provided to CONSULTANT related to the project either in whole, in part, implicitly, or explicitly, or at all, and shall have no liability therefore.

Provide access to the project site so CONSULTANT can enter upon public and private lands, if possible and necessary to complete the project.

Give thorough consideration to all reports, cost estimates, drawings, specifications, and other documents presented

by CONSULTANT and inform CONSULTANT of all decisions within a reasonable time.

Designate, in writing, a single person to act as METRO's project manager for the project.

Acquire property rights, including, but not limited to, easements, in METRO's name, as necessary, and provide services related to the property acquisition.

Obtain required authorizations and approvals excluding the building permit and other permits or fees required of CONSULTANT by this Contract or customarily the responsibility of CONSULTANT. Upon request, CONSULTANT shall assist Metro with filing and preparing documents related to the project and required by governmental authorities.

Will not provide clerical assistance to CONSULTANT for the project and METRO personnel will not be asked to undertake surveys, analyses, tabulations, summaries, etc. of CONSULTANT produced data or documentation.

2.3. Duties of CONSULTANT

CONSULTANT agrees to provide, and METRO agrees to purchase, professional architectural and/or engineering services completed under the project solicitation. Project shall reference this Contract by number and include the terms and conditions of this Contract.

CONSULTANT must make every effort to maximize the use of sustainable building materials and energy efficient products. Additionally, design and construction methods should be geared toward the completed project being environmentally-friendly from both the construction and continuous operation standpoint.

The parties agree upon a work schedule for this project. CONSULTANT's failure to satisfactorily complete work assigned within the time specified, without prior written approval from METRO, is a material breach of this Contract and METRO may terminate CONSULTANT and seek to recover damages sustained as a result of the breach.

2.4. CONSULTANT Responsibilities

Professional Services. CONSULTANT shall perform all necessary professional services in a satisfactory and proper manner, consistent with METRO's requirements. CONSULTANT shall perform all services using prudent practices in accordance with current professional standards and all laws, codes, regulations, and other applicable standards including, but not limited to, those listed below in the Design Standards Section.

Pre-Design Study. CONSULTANT shall conduct studies, as appropriate, that serve as pre-design information for decision-making and determining the design approach and scope. This responsibility includes, but is not limited to, the following:

- Development of the study approach and methodology;
- Securing METRO approval of the approach and methodology;
- Conducting the study; and,
- Preparation and presentation of the study and reports.

Design. CONSULTANT shall furnish design services, as appropriate, including all planning, surveying, geotechnical investigations, studies, engineering, preparation of legal descriptions necessary for easements, and cost estimating in accordance with a work program for the individual project that shall include the following phases:

- **Planning Phase**
 - o Preparation of planning phase studies, evaluations, reports, exhibits, programs, and concept designs.
- **Design Phase**

- o Preparation of construction documents including all drawings, specifications, and details necessary for construction purposes;
 - o Preparation of detailed construction cost estimates;
 - o Review and recommendations of studies, evaluations, reports, and construction documents for completeness, technical adequacy, and optimum construction feasibility and economy; and,
 - o Assistance with preparation of bidding materials and serving as a resource during evaluation of responses, if needed, for an individual project.
- **Construction Phase**
 - o Review of shop drawings, product data, samples, or other construction contractor submittals for approval, recommendation, or other appropriate action;
 - o Provide construction monitoring in accordance with the individual project's work program, adjustments to construction cost estimates, and inspection services for the duration of the construction; and,
 - o Assemble project closeout documents.

If METRO orders changes or alterations in the work to be performed by CONSULTANT, METRO will hold a scoping conference to outline the CONSULTANT's change in services. Following the scoping conference, CONSULTANT shall, within seven (7) business days, provide a written proposal including a description of the services, as altered, a proposed time for completion, personnel to be employed on the assignment, and a detailed derivation of the proposed price. The price shall be the product of the agreed number of hours required for performance of the assignment and the accepted hourly rates for the disciplines involved, as set forth in CONSULTANT's fee schedule negotiated for this project.

All original documents, such as plans, tracings, specifications, drawings, maps, and other documents illustrating the scale and relationship of the individual project components that are prepared by CONSULTANT and form a part of CONSULTANT's services (the "Design Documents") shall become the property of METRO and shall be delivered to METRO upon completion of an individual project. CONSULTANT shall be responsible for the protection and/or replacement of any Design Documents in CONSULTANT's possession. METRO shall receive all original Design Documents and CONSULTANT shall retain a reproducible copy when the individual project is complete. Such documents may only be used by METRO as reference materials. Basic design notes and sketches, charts, computations and other data prepared or obtained under this Contract shall be made available, upon request, to METRO without restriction or limitation on their use.

Upon completion of the Design Documents, CONSULTANT shall deliver to METRO the originals of the Design Documents complete and ready for reproduction, along with ten (10) bidding sets. Reproduction of additional bidding sets will be by METRO and at METRO's expense.

CONSULTANT shall provide drawings and specifications for METRO's review and comments upon completion of schematic and design development stages. Construction documents shall be provided to METRO for review and comments at thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) of project completion or at other intervals specified by METRO. Five (5) sets of each document shall be provided by CONSULTANT at specified times.

CONSULTANT is responsible for obtaining at least three (3) copies of items such as training and operating manuals, operating instructions, maintenance information and instructions, drawings, bonds, warranties, guarantees, etc. and maintaining them in a central file (electronically and/or in hard copy) until the project is complete.

Upon final completion of an individual project, CONSULTANT will turn over, in a format acceptable to METRO, all training manuals, operating manuals, operating instructions, maintenance information, instruction manuals, drawings, bonds, warranties, guarantees, photos or videos made during an individual project, at least three (3) complete sets of hard copy as-built drawings for the completed individual project, at least three (3) electronic copies of as-built drawings, and all other record documents and things customarily or expressly required to be provided by CONSULTANT ("the Closeout Documents"). The Closeout Documents shall be provided to METRO at

Contract Purchase Agreement 422444,
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CONSULTANT's expense. **Metro's receipt of the Closeout Documents is a condition precedent to the closeout of each individual project and to CONSULTANT being entitled to receive final payment.**

2.5. Errors and Deficiencies

CONSULTANT shall, without additional compensation, correct or revise any errors, deficiencies, or incomplete, inaccurate, or defective work in its designs, drawings, specifications, and other services. Defective work includes, but is not limited to, erroneous tabulations, incomplete surveys, maps, or reports, and incorrectly assembled reports, plans, specifications, or similar documents caused by CONSULTANT's error or omission. METRO's acceptance of closeout documents, design documents, required studies, reports, designs, or other similar documentation, shall not relieve CONSULTANT from the obligation to correct any defective work, whether previously or subsequently noted.

METRO's review, approval, acceptance of, or payment for, the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. CONSULTANT shall remain liable to METRO in accordance with applicable law for all damages to METRO caused by CONSULTANT's negligent performance of any of the services furnished under this Contract. The rights and remedies of METRO provided for under this Contract are in addition to any other rights and remedies provided by law. Neither payment to CONSULTANT by METRO, nor any other act or omission by METRO, shall be interpreted or construed as an acceptance of any work of CONSULTANT not strictly in compliance with this Contract.

2.6. Design Standards

Professional Standards

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under this Contract. CONSULTANT's services shall be performed with the same skill and care that would be exercised by a qualified professional design consultant performing similar services. All aspects of professional services shall be performed or supervised by a licensed architect and/or engineer who is registered in the State of Tennessee. The seal of that architect and/or engineer shall be affixed to all related documentation that includes, but is not limited to, the following: construction plans, engineering studies, and reports. All aspects of required surveying services shall be performed or supervised by a land surveyor who is registered in the State of Tennessee. The seal of that land surveyor shall be affixed to all related documentation including, but not limited to, the following: boundary surveys; right-of-way surveys; legal descriptions; topographical surveys; and, surveys related to construction.

Applicable Specifications

In general, designs, as they apply to an individual project, shall conform to the current edition requirements of:
AASHTO Policy on Geometric Design of Highways and Streets,
METRO's Subdivision Specifications for Streets and Roads,
Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction,
Manual on Uniform Traffic Control Devices,
METRO Fire Code,
Tennessee Department of Health and Environment Design Criteria for Water Works,

Tennessee Department of Health and Environment Design Criteria for Sewerage Work,
METRO Stormwater Management Regulations,
Southern Building Code (SBC),
METRO Building Codes: Electrical, Mechanical, and Plumbing,
Americans with Disabilities Act (ADA),
Occupational Safety and Health Administration (OSHA),
National Fire Protection Association,
METRO Department of Water and Sewerage Services Standards,
Architectural and Transportation Barriers Compliance Board: 36 CFR, Part 119,
Normally accepted construction practices, and
Any other applicable codes and design standards.

2.7. Construction Monitoring Services

CONSULTANT will determine, in general, if the work is proceeding in a manner that is likely to result in the completed work conforming to the design concept and design documents and will keep METRO informed of the progress of the work.

CONSULTANT shall not supervise, direct, control, have authority over, or be responsible for the individual project contractor's acts or omissions, means, methods, techniques, sequences, procedures of construction, safety precautions and programs, or any failure of the contractor to comply with applicable laws and regulations related to the furnishing or performance of the work. Likewise, CONSULTANT will not be responsible for any subcontractors, materialmen, suppliers, or other persons performing or furnishing contractor's work.

CONSULTANT's authority is limited as set forth in this Contract and the same limitations shall apply to any of CONSULTANT's subconsultants, assistants, and subcontractors.

CONSULTANT will review all requests for payment, change orders, maintenance and operating instructions, schedules, guarantees, warranties, active bonds, current certificates of insurance, certificates of inspection, tests, approvals and other documentation required to be delivered by this Contract, to determine general compliance with the design documents' requirements.

The CONSULTANT shall provide a review of construction progress in accordance with the work program and as follows:

Site Visit Requirements. CONSULTANT shall visit the project site at intervals prescribed by METRO, but, in any event, at least weekly, to verify the progress and quality of the work and to determine if work is in compliance with design documents, the schedule for construction, and applicable laws, building codes, rules, and regulations of public authorities having jurisdiction over the work. Each on-site inspection shall be conducted by CONSULTANT or an experienced and qualified representative who is knowledgeable about the project and competent in the disciplines having trade activities in progress at the time of the inspection. CONSULTANT shall promptly report to METRO, in writing, the results of each inspection, including defects and deficiencies in the work, and shall recommend appropriate corrective action, if any is necessary. Upon request, if needed for the project, METRO may require on-site detailed inspection of the work.

Clarifications and Interpretations. CONSULTANT shall have seven (7) days to review, certify, approve, reject, or take other appropriate action on all submittals such as shop drawings, product data, and samples and return them to the project contractor. CONSULTANT shall not approve any such submittals unless they conform to the individual project design concept, the design documents, and the project budget. CONSULTANT shall issue, with

reasonable promptness, such written clarifications or interpretations of the requirements of CONSULTANT's work product (in the form of drawings or otherwise) as necessary, which shall be consistent with the intent of and reasonably inferred by the CONSULTANT's work product.

Authorized Variations In Work. With METRO's approval, CONSULTANT may authorize minor variations from the requirements of the design documents if the adjustments are compatible with the design concept and do not involve adjustment in the Contract Price or schedule.

Rejecting Defective Work. CONSULTANT shall have the authority and responsibility to reject defective work and work that is not in compliance with the individual project design concept. METRO shall be immediately notified, in writing, when work is rejected.

Determinations for Unit Price. CONSULTANT shall verify actual and appropriate quantities and classifications of the unit price work performed by the individual project contractor. CONSULTANT shall provide written documentation supporting the decision to accept or deny unit pricing and classifications.

Dispute Analysis. CONSULTANT will be the initial interpreter of the requirements of the design documents and determine the acceptability of the work. The individual project contractor may challenge the CONSULTANT's interpretations by notifying both the CONSULTANT and METRO in writing. Written notice of each such challenge shall be delivered within thirty (30) days of the CONSULTANT's determination. METRO will be the final arbitrator of the challenge and will determine the appropriate resolution.

2.8. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by CONSULTANT or by any subconsultant, Metro may withhold from payments due CONSULTANT an amount sufficient to pay underpaid employees. This amount shall be established by the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amount withheld may be disbursed by METRO to the respective employees to whom it is due, for and on account of CONSULTANT or subconsultant.

2.9. Representations of CONTRACTOR

In order to induce METRO to execute this Contract and recognizing that METRO is relying thereon, CONTRACTOR, by executing this Contract, makes the following express representations to METRO:

- CONTRACTOR is fully qualified to perform the work on this project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to perform the work on this project;
- CONTRACTOR has become familiar with the project site and the local conditions under which the project is to be constructed and operated;
- CONTRACTOR has received, reviewed, and carefully examined all of the documents attached to this Contract and has found them to be generally sufficient to indicate and convey understanding of the terms and conditions for constructing and completing the project;
- CONTRACTOR agrees to notify METRO immediately of all conflicts, errors, ambiguities, or discrepancies that are discovered in the attachments to this Contract, including, but not limited to the Plans and Specifications; and,
- CONTRACTOR had access to the site for examinations, explorations, tests, and studies prior to submitting an offer, and relied exclusively upon CONTRACTOR's own estimates and investigations and other data which was

necessary for full and complete information upon which CONTRACTOR's offer was based; in addition to the representations contained in CONTRACTOR's offer.

2.10. Stormwater Management

All activities performed under this Contract shall be conducted in full compliance with Metro Code of Law §§ 15.64 et al (Stormwater Management) including §§ 15.64.205

(<http://www.nashville.gov/Water-Services/Pollution-Prevention/Illicit-Discharge-Ordinance.aspx>).

This requirement pertains to Unlawful/Prohibited Discharges to the METRO Storm Sewer System/Community Waters. It prohibits the discharge of "wastewater" and "non-stormwater" discharges such as wash water, process wastewater, etc. into the Municipal Storm Sewer System (MS4) or into Community Waters. Any questions relating to these provisions should be routed to the METRO Water Services (MWS) NPDES Office at (615) 880-2420. This requirement shall apply to all METRO construction projects in the service area, including areas outside Davidson County.

CONTRACTOR shall bear responsibility for all of CONTRACTOR's actions that cause MWS to violate project regulatory permits or Federal, State, or local environmental regulations. Such permits and regulations may include, but are not limited to:

- U.S. Army Corps of Engineers 404 Permits
- TDEC Aquatic Resource Alteration Permits
- TDEC Construction General Permits
- Any State or Federal permits/approvals related to Threatened and Endangered Species
- METRO Individual NPDES permits
- METRO Code §15.64.205 - Metro Illicit Discharge Ordinance
- METRO Stormwater Management Manual

CONTRACTOR's responsibility shall include, but not be limited to, payment of all fines, assessments and/or civil penalties incurred due to CONTRACTOR's work, actions, design, or installation and payment for any mitigation measures required due to the violation and cleanup associated with any violation.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

Contract Purchase Agreement 422444,
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This Contract has an estimated value of \$352,500.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.6. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of

the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE**7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Professional Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

7.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit

unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated

nor contemplated; or,

- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages to the extent caused by negligent or intentional wrongful acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

Contract Purchase Agreement 422444,
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CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Contract Purchase Agreement 422444,
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Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 422444

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Kimley-Horn and Associates, Inc.

Attention: Christopher D. Rhodes

Address: 214 Oceanside Drive, Nashville, TN 37204

Telephone: 615-564-2701

Fax: N/A

E-mail: chris.rhodes@kimley-horn.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Kimley-Horn and Associates, Inc.

Attention: Cole Webb

Address: 11720 Amber Park Drive, Suite 600, Alpharetta, GA 30009

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Contract Number 422444**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

SK Wahlstrom For Mark Sturtevant SKW
 Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane DS
 Purchasing Agent FR T
 Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'Dneal AN GLM
 Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BC
 Metropolitan Attorney Insurance

David Briley RMR
 Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites 4/19/2018 | 11:01 AM CDT
 Metropolitan Clerk Date

CONSULTANTKimley-Horn and Associates, Inc.

Company Name

Christopher D. Rhodes

Signature of Company's Contracting Officer

Christopher D. Rhodes

Officer's Name

Senior Associate

Officer's Title



Project Understanding

Based on qualifications that Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant") submitted to the Metropolitan Government of Nashville-Davidson County ("Metro" or the "Client") on August 31, 2017 and Metro's selection of the Consultant on December 22, 2017, Kimley-Horn understands that Metro wishes to task Kimley-Horn with the planning, preliminary engineering, design phase, pre-bid phase, bid phase, and limited construction support services for the Murfreesboro Pike Complete Streets Bus Rapid Transit (BRT) *Lite* project (the "Project").

This Project consists of the establishment of complete streets elements along Murfreesboro Pike between the intersections of Foothill Drive and Spence Lane / I-24 Westbound Ramps covering approximately 0.55 miles along Murfreesboro Pike (US 41 and 70S / State Route (SR) 1)). Complete streets elements anticipated to be incorporated into the Project consist of the following:

- 1) Proposed sidewalk or multiuse path along the north side of the roadway, yet maintaining the soon-to-be-constructed sidewalk section between Sta. 155+27 and Sta. 160+36 of the Transit Signal Priority (TSP) Project and maintaining the recently constructed segment of sidewalk fronting the new strip shopping center development (818 Murfreesboro Pike) between the Waffle House (816 Murfreesboro Pike) and the Shell Gas Station / Food Mart (822 Murfreesboro Pike);
- 2) Proposed closed drainage system with curb and gutter section on the north side of the roadway (minus the segments mentioned in 1) above) and along the south side of the roadway where new sidewalk is proposed (see bullet 5) below);
- 3) Proposed sidewalk fronting the following addresses on the south side of the roadway: 819, 821, and 825 Murfreesboro Pike;
- 4) Maintain existing sidewalk fronting the following addresses on the south side of the roadway: 815, 829 (via the TSP Project) Murfreesboro Pike;
- 5) Proposed sidewalk along the south side of the roadway between Plus Park Boulevard and Wilhagan Road;
- 6) Attempt to maintain the existing bicycle lanes or connect them with a proposed shared-use path if exclusive bicycle lanes cannot be maintained in the proposed cross section;
- 7) Reservation of a future 'envelope' (reserved width within the cross section) to accommodate future Light Rail Transit (LRT) along the north side of the roadway within the project limits;
- 8) Reservation of a future LRT envelope along the south side of the roadway between Plus Park Boulevard and Wilhagan Road only;
- 9) Roadway lighting;
- 10) Connectivity of existing local bus route (15) and BRT Lite route (55) bus stops / stations within the proposed sidewalk section;
- 11) Potential consolidation and/or relocation of overhead utility pole routes (relocation designed by others or as Additional Services); and
- 12) Connectivity, where feasible, with the currently under construction Transit Signal Priority (TSP) Project along the corridor.

A detailed description of our Scope of Services, Fee, and Schedule are as follows:



Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with Metro Nashville Public Works, periodic project management team (PMT) meetings, and stakeholder coordination meetings.

Task 1.1 – Monthly Project Management

Monthly project management efforts will consist of preparing and distributing project correspondence, scheduling of review meetings and activities, and discussion of project issues throughout the project. The following will be required of the Consultant on a monthly basis:

- Status reports that summarize the project schedule, services performed since the last report, and
- Invoices detailing budgets and percent complete on individual tasks.

Task 1.2 – Project Kick-off

Kimley-Horn shall prepare for, facilitate, and document a kick-off meeting with the PMT to document the needs, goals, and objectives of the project. We envision the following entities being involved in the PMT: Metro Nashville Public Works, Nashville Metropolitan Transit Authority (MTA), Metro Nashville Planning Department, and others at the discretion of Metro. Kimley-Horn will coordinate with Metro to prepare the agenda for the kick-off to consist of meeting times, places, and attendees.

Task 1.3 – PMT Meetings

Kimley-Horn will coordinate and facilitate up to three (3) additional PMT meetings. These meetings will consist of a project status update, plans package review, and discussion of upcoming milestones for the project team and Metro. Kimley-Horn will prepare and distribute both a meeting agenda and meeting minutes for each meeting.

Kimley-Horn also envisions the need for periodic and impromptu meetings and/or conference calls with the PMT and/or project stakeholders throughout the planning and design phases of the contract. These meetings and/or calls, if and when deemed necessary, will be scheduled in coordination with Metro. Up to two (2) unscheduled meetings and/or conference calls have been budgeted for this project.

Task 1 Meeting Summary:

- *One (1) kick-off meeting*
- *Up to three (3) PMT meetings*
- *Up to two (2) unscheduled meetings (as requested by Metro staff)*

Task 1 Kimley-Horn Deliverables:

- *Meeting agendas, meeting minutes, action items (PDF format)*
- *Invoices / progress reports on a monthly basis (PDF and/or hard copy format)*

Task 2 – Stakeholder Involvement Services

Kimley-Horn will organize, facilitate, and document up to up to one (1) stakeholder involvement meeting. This meeting will be scheduled to occur on the same day as one of the PMT meetings and incorporate the following potential entities:

- Tennessee Department of Transportation (TDOT) Traffic Operations Division



- TDOT Multimodal Division
- TDOT Region 3
- Walk Bike Nashville
- Nashville Electric Service (NES)
- Metro Nashville Council representation (Districts 15, 16, 17 and/or 19)
- Area merchant representation
- Area neighborhood / community group representation

Task 2 Kimley-Horn Deliverables:

- *Meeting agendas and meeting minutes for up to one (1) stakeholder involvement meetings (in conjunction with selected PMT meeting dates)*

Task 3 – Public Engagement Services

One (1) public engagement meeting will be held for this project. Kimley-Horn will coordinate with Metro to schedule the meeting, select the location, and prepare the public meeting materials as required by Metro and TDOT.

The purpose of the public engagement meeting will be to introduce the project to the public, discuss the existing conditions, explore possible complete streets improvements within the project limits, and to gather feedback from the public. The meeting will be held during the PE-NEPA phase, and the public engagement will be completed in accordance with TDOT's Local Programs guidelines.

Kimley-Horn's role in the public meetings is as follows:

- Kimley-Horn will identify and confirm with Metro the location and time for the meeting.
- Kimley-Horn will prepare the public meeting handouts, to include a comment form, project description, a map showing the alternatives, and a summary of findings, to be distributed at the meeting.
- Kimley-Horn will prepare a series of exhibits to be placed in the room to illustrate the project's design.
- Kimley-Horn will prepare a five (5)- to 10-minute *PowerPoint* presentation, including development of the script and graphics and narration. The draft presentation will be submitted to Metro for review and will be revised by Kimley-Horn, prior to its use at the public meeting.
- Up to three (3) Kimley-Horn team members will be present at the meeting to assist Metro in responding to comments and questions.

Assumptions:

- One (1) public meetings will be held in the immediate vicinity of the project area.
- Metro will provide additional staff to support the meeting, as well as the court reporter.
- Metro will provide the audio-visual equipment.
- Metro will publish the legal notice in the local newspaper.

Following the end of the public comment period for the public meeting, and upon receipt of the public and agency comment forms and letters and the transcript of the public meetings, Kimley-Horn will prepare a public meeting summary. The public meeting summary will be included in the Categorical Exclusion document and will describe the public meeting, opportunities for public comment, and summarize the comments received. A draft of the summary will be submitted to Metro for review and a revised version will be produced if needed.


Task 3 Kimley-Horn Deliverables:

- *Legal notice for the public meeting (PDF format)*
- *Public meeting handouts (up to a 10-page handout, 100 copies)*
- *PowerPoint presentation for the public meeting*
- *Sign-in sheets and comment forms (100 copies)*
- *Public meeting summary (PDF format)*

Task 4 – Environmental Documentation Services

Given the nature of the project and expected impact level, the National Environmental Policy Act (NEPA) document is assumed to be either a C-List Categorical Exclusion (CE) or Programmatic Categorical Exclusion (PCE). This determination can only be made, however, by TDOT in cooperation with the Federal Highway Administration (FHWA). Kimley-Horn will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and the FHWA will determine the level of documentation and technical studies required for this project.

Task 4.1 – NEPA Documentation

Based on the assumption that TDOT and the FHWA will determine that either a C-List CE or PCE is appropriate for this project, Kimley-Horn will prepare the environmental technical studies and environmental document as described in the sub-tasks below in accordance with the Tennessee Environmental Procedures Manual (June 2011 edition) and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents. Kimley-Horn will submit the environmental document electronically to Metro Nashville for review and comment. After incorporating Metro's comments, a preliminary Categorical Exclusion document will be submitted to TDOT for review and comment. After incorporating TDOT's comments, a final Categorical Exclusion will be submitted to TDOT for approval.

Task 4.2 – Purpose and Need Statement

Kimley-Horn will prepare a "Purpose and Need" statement for inclusion in the environmental document. The statement will clearly describe the need that exists for the proposed improvements and will describe the problems that the proposed action is intended to address.

Project Alternatives – Kimley-Horn will prepare a discussion of alternatives to be included in the environmental document. Given the nature of the proposed improvements, the alternatives discussed will be limited to a No-Build Alternative and one Build Alternative.

Relocation Impacts – No business, residential or no-profit organizations displacements are anticipated with the construction of the proposed project. If a relocation study is deemed necessary for this project, this service can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Ecology – It is not anticipated that a stand-alone Ecology Report or Protected Bat Survey will be required for this project. If an Ecology Report or Protected Bat Survey are deemed necessary by TDOT, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.



Floodplains – Kimley-Horn will conduct a preliminary analysis of floodplains and floodways as part of the analysis and preparation of the environmental document. Floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of National Flood Insurance Rate Maps (FIRMs). Kimley-Horn will also identify in the environmental document if the proposed project encroaches into any base (100-year) floodplain and/or any regulatory floodways.

Agency Coordination – Kimley-Horn will prepare and send initial coordination letters to the following federal and state agencies requesting a review of the proposed project's impacts to threatened and endangered species, wetlands, and/or streams. Along with the letter request, Kimley-Horn will send a project location map.

- Tennessee Department of Environment and Conservation (TDEC)
- U.S. Fish and Wildlife Service (USFWS)
- U.S. Army Corps of Engineers (USACE)
- Tennessee Wildlife Resources Agency (TWRA)

Air Quality – TDOT's Environmental Division will be responsible for preparing the air quality analysis which meets the requirements of the Clean Air Act Amendment and TDOT's Air Quality Evaluation Policy. The air quality analysis will be updated to determine and compare the potential impacts of the project's alternatives on regional and local air quality. TDOT will provide the results of the air quality analysis to Kimley-Horn and Kimley-Horn will incorporate TDOT's findings into the environmental document.

Noise Impacts – Given that the project scope is limited to pedestrian improvements, the project will classify as a Type III project under FHWA and TDOT guidelines. Type III projects do not require a noise analysis. Kimley-Horn will coordinate with the TDOT Environmental Division for appropriate language to be included in the environmental document. If TDOT or any other agency determines additional noise analysis is required for this project, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Section 4(f) Impacts – No Section 4(f) resources are anticipated to be affected by the proposed project. If a Section 4(f) evaluation or coordination is required by any agency, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Section 6(f) Impacts – No parks or Section 6(f) resources are anticipated to be affected by the proposed project. If a Section 6(f) evaluation or coordination is required by any agency, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Section 106 Assessment – As part of the environmental review process, a Section 106 Assessment will be completed. This assessment includes a review and search of the archaeological and architectural / historical records for the general project area. Included within the Section 106 Assessment, Kimley-Horn will submit the following items to TDOT:

- USGS topographic map of the project area
- Photographs of the site, along with a key map
- Dates of construction for buildings in the project area where this information is readily available.



Following completion of the Section 106 Assessment, Kimley-Horn will submit the assessment to TDOT for approval. TDOT will then submit the Section 106 Assessment to the Tennessee State Historical Preservation Officer (SHPO) requesting a Section 106 review of the proposed project area.

If a Phase I Archaeological Survey or Assessment of Effects for Historic Properties Report is deemed necessary by TDOT and/or the SHPO, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Native American coordination will be completed by the TDOT Environmental Division, Archaeology Section and incorporated into the environmental document by Kimley-Horn.

Hazardous Materials – TDOT's Environmental Division will be responsible for preparing the hazardous materials review. TDOT will provide the results of the hazardous materials review to Kimley-Horn and Kimley-Horn will incorporate TDOT's findings into the environmental document.

If additional studies such as a Phase I or Phase II Environmental Site Assessment are required, these services can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Environmental Justice – An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area, to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low income populations.

Baseline data will be collected for low income and minority populations using U.S. Census data. The data will include race, color, national origin, age and level of income of overall population, as well as the existence of any minority or low-income populations or communities. Potential areas of EJ populations will be displayed on GIS mapping.

The EJ analysis will be limited to desk-top research only. No field work will be completed. If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community. If potential mitigation measures or potential community outreach efforts are identified, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement. The EJ analysis will be incorporated directly into the environmental document.

Task 4.3 – Document Preparation and Distribution

The purpose of this task is to develop the CE documentation, consistent with the requirements of the Council on Environmental Quality (CEQ), the TDOT Environmental Procedures Manual, and the TDOT Local Governments Guidance Manual. Kimley-Horn will incorporate the Purpose and Need, a project description and results of the environmental technical studies into the environmental document. Where appropriate, proposed and/or potential mitigation measures will be discussed. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of impacts and comparison of impacts.



Following completion of the document by Kimley-Horn, the environmental document will be submitted to the TDOT Environmental Division for approval.

If a higher level of environmental document is required other than either a C-List Categorical Exclusion or Programmatic Categorical Exclusion, any additional required technical studies will be performed after authorization by the Client in accordance with the Additional Services clause of this agreement.

Task 4 Kimley-Horn Deliverables:

- *Copy of all correspondence and submittals to various regulatory agencies (PDF format) to Metro*
- *Section 106 Assessment to TDOT (PDF format)*
- *Public meeting record and list of attendees (PDF format)*
- *Draft Categorical Exclusion document for Metro review (PDF format)*
- *Draft Categorical Exclusion document for TDOT review (Adobe PDF format)*
- *Final Categorical Exclusion document for TDOT review and approval (2 hard copies and PDF format).*

Task 5 – Preliminary Design Services

This task will consist of data collection efforts, field survey, a brief operational analysis, and the development of Preliminary Plans for the project.

Task 5.1 – Field Survey

A topographic field survey will be performed to TDOT Survey standards in Microstation and Geopak V8i file format, tied to the Tennessee State Plan Coordinate System and referencing local benchmarks. The survey corridor will be 300' wide, centered on the existing roadway centerline of Murfreesboro Pike along the project limits identified earlier.

Kimley-Horn will provide a list of property owners, copies of deeds, and parcel acreage for each impacted property to Metro in Microsoft Excel format to assist in future right-of-way / easement acquisition for the project.

Task 5.2 – Data Collection Services

Kimley-Horn will perform a site visit to review the existing conditions along the corridor, confirm the field survey captured in Task 5.1, and to collect digital photography to assist with environmental documentation efforts (Task 4), public engagement services (Task 3), and design efforts in later tasks.

Task 5.3 – Early Utility Coordination

Utility coordination will be conducted throughout the life of the project. In order to receive utility certification from TDOT, a new "Early Utility Coordination" process must be performed in accordance with TDOT guidelines.

Kimley-Horn will request a list of Davidson County utility owners from the TDOT Region 3 Utility Office. Kimley-Horn will prepare and send an early coordination letter and project graphic to each utility on the list. The letters will be sent via email where possible and by certified mail in all other cases. Kimley-Horn will prepare a document compiling the responses received from the initial coordination letter.



Sixty (60) days after sending the initial coordination letter, Kimley-Horn will send a second letter (either by email or registered mail) to each utility company that did not respond to the initial coordination request. Kimley-Horn will document any responses received within ten (10) days, per the TDOT guidelines.

Task 5.4 – Preliminary Roadway Design

Kimley-Horn will prepare a preliminary design in accordance with TDOT's Roadway Design Guidelines and current Metro Nashville standards. The preliminary plans will be prepared to conform to TDOT's current CAD standards. The plans will consist of the following:

- Cover sheet with index
- Typical sections
- Present Layout plans
- Proposed Layout plans
- Roadway Profiles
- Preliminary Drainage Map
- Preliminary Signing and Marking plans
- Preliminary Traffic Signal Modification plans (if needed)
- Roadway Cross Sections

Task 5.5 – Preliminary Utility Coordination

Kimley-Horn will submit preliminary plans (30% complete) to utility owners identified in task 5.3. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the preliminary plans. Additionally, utility companies will be invited to attend the preliminary plans review meeting described in Task 5.6 below.

Task 5.6 – Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans (30% complete) to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments (this meeting will be one of the three (3) PMT meetings described in Task 1). Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in a meeting minutes that will be distributed to all attendees of the review meeting.

Task 5 Kimley-Horn Deliverables:

- *Conceptual Design Graphic (PDF format and one (1) hard copy)*
- *30 Percent Preliminary Plans Package (five (5) half-size hard copies, and PDF format)*
- *30 percent preliminary plans package (PDF format) to each known Utility Owner within the project corridor*
- *Utility Coordination Request Letter (PDF format) to each known Utility Owner within the project corridor*
- *Minutes from plans review meeting with Metro (PDF format) to all attendees*



Task 6 – Right-of-Way Services

Upon receiving approval to proceed with the PE-Design Phase from TDOT, Kimley-Horn will begin final preparation of the Right-of-Way plans as well as the submittal to TDOT for Right-Of-Way Certification. Legal descriptions and exhibits will be prepared for the purpose of Right-of-Way and easement acquisition. It is anticipated that construction for this project will require the acquisition of new Right-of-Way and easements for up to 20 properties. Any right-of-way or easements required for this project must be obtained by Metro in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

Task 6.1 – Right-Of-Way Plans

Kimley-Horn will advance the preliminary design to support Right-of-Way certification submittal based on TDOT design guidelines and requirements. Kimley-Horn will submit Right-of-Way design plans to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments (this meeting will be one of the three (3) PMT meetings described in Task 1). Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting. The revised plans will be used for coordination efforts with known utility owners in the corridor and will be submitted to TDOT for Right-of-Way Certification.

Task 6.2 – Acquisition Plats

Based on a review of the properties along the corridor and the currently defined project limits, it is anticipated that there will be a maximum of 15-20 properties that will require some form of easement or right-of-way acquisition. Kimley-Horn will prepare plats and legal descriptions for the required easements on the project for up to 20 properties. If additional plats beyond this number are required, Kimley-Horn will notify Metro and will prepare the additional plats in accordance with the Additional Services clause of this agreement.

Metro will be responsible for all other activities associated with the acquisition of rights-of-way and easements for this project. The only Kimley-Horn task in this effort will be the preparation of legal plats and descriptions. Services to be performed by Metro during this phase of the project will include, but are not limited to, the following:

- Preparation of Title Reports for all subject properties
- Preparation of Initial Property Owner Contact forms
- All meetings and negotiations with property owners
- Preparation of Appraisals for property to be acquired, where applicable
- Preparation of Review Appraisals, where applicable
- Preparation of Appraisal Waivers, where applicable
- Preparation of Donation Documents, where applicable
- Negotiation with property owners
- Preparation of Administrative Settlement Requests, where applicable
- Preparation of Warranty Deed or Easement conveyance documents
- Preparation of Closing Statements
- Filing and recording of all documents with the Metropolitan Government of Nashville-Davidson County Register's Office



Metro will be responsible for all fees associated with the recording of the project acquisition documents.

Task 6 Kimley-Horn Deliverables:

- *Plats / Legal Description for acquisitions on up to 20 properties (one (1) hard copy and PDF format)*
- *Right-of-Way plan submittal to Metro (PDF Format)*
- *Right-of-Way Certification Letter and supporting documents for submittal to TDOT (PDF Format)*

Task 7 – Final Design Services

This task will consist of the preparation of preliminary and final construction plans for the project.

Task 7.1 – Construction Plans

Kimley-Horn will prepare a final design in accordance with TDOT's Roadway Design Guidelines and current Metro standards. The construction plans will be prepared to conform to TDOT's current CAD standards.

The construction plans will consist of the following sheets:

- Cover sheet
- Index and Standard Drawings sheets
- General Notes sheets
- Estimated Quantities sheets
- Typical Sections sheets
- Details and Notes sheets
- Present Layouts
- Property Map & Acquisition Table
- Right-of-Way Layouts
- Proposed Layouts
- Roadway Profiles
- Drainage Map
- Signing and Marking plans
- Traffic Signal Modifications plans (if needed)
- Roadway Lighting plans
- Phased Erosion Prevention and Sediment Control plans
- Construction Traffic Control plans
- Roadway Cross Sections

Task 7.2 – Lighting Design

A Preliminary roadway lighting plan will be developed that provides light levels for sidewalks, pedestrian crossings, bike lanes, the roadway. Lighting will be designed to meet current Illuminating Engineering Society (IES) criteria RP 8-14, and the lighting design will adhere to ADA requirements. The Lighting design will be coordinated in an effort to enhance roadway aesthetics and minimize conflicts as required. The consultant anticipates utilizing the Metro approved Light Emitting Diode (LED) cobrahead type light fixture mounted on 35' or 40' aluminum poles and underground wiring. Light poles will be designed with aesthetic and photometric considerations deemed suitable for the project. Light poles may be designed with banner arms if desired.



Task 7.3 – 90% Design Submittal and Review

Kimley-Horn will submit design plans (90% complete) to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments (this meeting will be one of the three (3) PMT meetings described in Task 1). Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in a meeting minutes that will be distributed to all attendees of the review meeting.

Task 7.4 – Final Utility Coordination

Kimley-Horn will submit construction plans to utility owners identified in Task 5.3. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the construction plans. Via this task, utility companies will also be invited to attend the final plans review meeting described in Task 7.6 below.

Task 7.5 – Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because Kimley-Horn 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. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If Metro wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by Metro will be paid for as Additional Services.

Task 7.6 – Final Design Submittal

After the comments and issues have been received and addressed from the 90% design submittal, Kimley-Horn will prepare a set of final construction plans. Kimley-Horn will submit draft construction plans to Metro for review and comment. Kimley-Horn will meet with Metro to discuss the comments and coordinate the revisions received (this meeting will be one of the three (3) PMT meetings described in Task 1). Following the review meeting, Kimley-Horn will revise the plans based on the comments received. Kimley-Horn will submit the draft construction plans to the TDOT Office of Local Programs for review and approval by the TDOT Design Division. This submittal will consist of the design plans and the TDOT Local Programs forms for design approval. Upon receipt of comments from TDOT, Kimley-Horn will prepare the final Construction Plans. The Final Construction plans will be signed and sealed by a State of Tennessee licensed Professional Engineer.

Task 7 Kimley-Horn Deliverables:

- 90 percent roadway construction plans for Metro review (five (5) half-size hard copies, and PDF format)



- 90 percent preliminary roadway plans package (PDF format) to each known Utility Owner within the project corridor
- Minutes from utility coordination meeting(s) (PDF format) to all attendees
- Final sealed plans for Metro submittal (two (2) half-size hard copies and PDF format)
- Final sealed plans for TDOT submittal (two (2) half-size hard copies and PDF format)
- Design Certification Letter for submittal to TDOT (PDF format)
- Final engineer's opinion of probable construction cost (PDF format) to the Client

Task 8 – Environmental Permitting

This task incorporates the preparation of the environmental permitting document anticipated to be needed for the Project.

Task 8.1 – Storm Water Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by TDEC for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to reduce the negative downstream impacts due to pollutant run-off related to construction activities.

Kimley-Horn will submit a copy of the SWPPP to Metro for review. Kimley-Horn will revise the SWPPP document in accordance with Metro comments and will submit the SWPPP document to TDEC for review. Kimley-Horn will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. Metro shall be responsible for all permitting and review fees associated with this task.

Task 8.2 – NPDES Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that the only environmental permit that will be required for the project will be a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity. Kimley-Horn will prepare the NPDES General Permit application and will submit it to TDEC along with the approved SWPPP document for processing by TDEC.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDOT, TDEC, or any other agency, those permits can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Task 8 Kimley-Horn Deliverables:

- Draft Project SWPPP (one (1) hard copy and PDF format, to Metro and one (1) hard copy to TDEC)
- Final Project SWPPP (one (1) hard copy and PDF format to Metro and one (1) hard copy to TDEC)
- NPDES Permit Application (PDF format to Metro and to TDEC)

Task 9 – Bid Phase Services

Task 9 efforts will consist of DBE goal setting, preparing the final bid documents, and bid assistance services as detailed below.



Task 9.1 – DBE Goal Setting

Given the construction budget for this project, Metro will be required to set goals for DBE participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to Metro and TDOT for review and approval.

Task 9.2 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT Office of Local Programs standards. Kimley-Horn will 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, required special provisions, and an 11" x 17" plan set. The proposal contract will be submitted to the TDOT Office of Local Programs for approval and authorization for Metro to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver 10 bond copies of the plans and Proposal Contract to Metro.

Task 9.3 – Bid Assistance

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist Metro with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. Kimley-Horn staff will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with Metro staff 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 prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT for review and approval to award the contract to the lowest responsive bidder.

Task 9 Kimley-Horn Deliverables:

- *Project DBE Goal Worksheet (PDF form to Metro and TDOT)*
- *Draft Proposal Contract (PDF format to TDOT)*
- *Final Proposal Contract (PDF format to TDOT)*
- *Plans Package and Proposal Contract copies for bidders (10 bond copies)*
- *Responses to bidder questions (PDF format)*
- *Bid tabulation and Request to Award letter for submittal to TDOT (PDF format)*

Task 10 – Construction Support Services

Kimley-Horn will provide technical support to Metro's Construction Engineering and Inspection (CEI) consultant. Kimley-Horn's construction support services will be limited to responding to Contractor Requests for Information (RFI) and minor design revisions as scoped 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 12 – month duration.



Task 10.1 – Contractor Request for Information (RFI) Response

The purpose of Kimley-Horn 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 Metro or its CEI consultant. These efforts will consist of preparation and documentation time associated with each activity. A total of 4 RFI's (totaling 12 hours) and four (4) on-site visits (totaling 16 hours) have been budgeted for this sub-task.

Task 10.2 – Minor Design Modifications

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by Metro or the Contractor. If appropriate, Kimley-Horn will prepare minor design addendum to document and clarify resulting contract change orders. A total of four (4) minor design modifications (totaling 32 hours) have been budgeted for this sub-task.

Task 11 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope Metro requests, will be considered Additional Services and will be performed at our then current hourly rates or an agreed upon lump sum value. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional environmental studies outside of those scoped above
- Public Engagement Services outside of those scoped above
- Three-dimensional graphics for public engagement efforts
- Attendance at review meetings, PMT meetings, public meetings, stakeholder meetings and/or neighborhood meeting outside of those scoped above
- Traffic data collection (TMC / ADT) and/or traffic engineering analyses
- Landscape / streetscape design services
- Additional permits outside of those scoped above
- Additional plats and descriptions in excess of the 20 scoped above
- Additional bid phase and/or pre-construction services should Metro decide to bid the project multiple times
- Professional services should the project scope exceed those documented in this Scope of Services on Page 1
- Geotechnical engineering services
- Utility relocation services
- Engineer of Record (EOR) services during the construction phase
- Construction engineering and inspection (CEI) services
- Attendance at construction progress meetings
- Design revisions requested during the construction phase
- Post-construction project documentation services
- Others as requested by the Client

Information Provided by the Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by Metro. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:



- Public Engagement items (venue, staff, deliverables) provided by Metro described in Task 3
- Right-of-Way / Easement acquisition deliverables described in Task 6.2
- Other items requested by the Consultant

Schedule

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon the proposed schedule summarized below:

Task	Milestone
Environmental Documentation Submittal:	1 month following feedback from each state / federal agency
Preliminary Design Submittal:	4 months following TDOT NTP for the PE-NEPA phase
Right-of-Way Submittal:	3 months following TDOT NTP for the PE-DESIGN phase
Final Design Submittal:	4 months following ROW certification from TDOT
Bid Documents:	2 months following consolidated comments from Metro and TDOT
Bid Phase / Construction Support Services:	Beginning after TDOT NTP for the CONST phase

Please note that Kimley-Horn has no control over internal FHWA and TDOT review processes as they relate to approvals and the issuances of notices to proceed.

This schedule will be expanded with further detail consisting of each task and sub-task once Metro issues a Notice to Proceed. This expanded / detailed schedule will be presented at the project kick-off meeting and modified, as deemed necessary, throughout the life of this contract.

Fee and Expenses

Kimley-Horn will perform the planning and design phase services described in Task 1 through 10 for the total lump sum fee below:

<i>Task 1 – Project Coordination Services</i>	\$19,100
<i>Task 2 – Stakeholder Involvement Services</i>	\$3,300
<i>Task 3 – Public Engagement Services</i>	\$13,800
<i>Task 4 – Environmental Documentation Services</i>	\$9,400
<i>Task 5 – Preliminary Design Services</i>	\$112,700
<i>Task 6 – Right-of-Way Services</i>	\$70,200
<i>Task 7 – Final Design Services</i>	\$96,700
<i>Task 8 – Environmental Permitting</i>	\$7,500
<i>Task 9 – Bid Phase Services</i>	\$10,200
<i>Task 10 – Construction Support Services</i>	\$9,600

Planning, PE-NEPA, and PE-Design Fee (Lump Sum Inclusive of Expenses): **\$352,500**

Fees will be invoiced monthly based upon the overall percentage of services performed for each lump sum task. Payment will be due within 25 days of your receipt of the invoice. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Kimley-Horn will perform the services described in Task 11 (Additional Services) of the Scope of Services



**MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY**

**EXHIBIT A
SCOPE OF SERVICES / FEE PROPOSAL**

on a labor fee plus expense basis or an agreed upon lump sum value. Effort associated with Task 11 will not be performed without authorization from the Client.

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**MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY**
**EXHIBIT A
SCOPE OF SERVICES / FEE PROPOSAL**
Hourly Rate Summary

	Project Manager	Senior Engineer	Engineer	Analyst	Designer	Senior Planner	Planner	Support Staff
Hourly Rate:	\$50.00	\$70.00	\$40.00	\$35.00	\$30.00	\$55.00	\$27.50	\$25.00
Hours by Category:	324.0	120.0	384.0	490.0	610.0	36.0	96.0	32.0
Extension	\$16,200.00	\$8,400.00	\$15,360.00	\$17,150.00	\$18,300.00	\$1,980.00	\$2,640.00	\$800.00
Direct Labor:								\$80,830.00

Fee Proposal

1	Direct Labor	=	\$80,830.00
2	Overhead (Rate: 1.9779 x 1)	=	\$159,873.66
3	Subtotal 1 + 2	=	\$240,703.66
4	Net Fee (Rate: 2.35 x 0.130 x 1)	=	\$24,690.00
5	Subtotal 3 + 4	=	\$265,393.66
Direct Expenses:			
	Kimley-Horn Project Expenses	=	\$3,100.00
	Subconsultant: Civil Infrastructure Associates, LLC (DBE)	=	\$51,500.00
	Subconsultant: Booker Engineering, Inc. (DBE)	=	\$32,528.00
6	SubTotal Direct Expenses:	=	\$87,128.00
7	Total Project (5 + 6)	=	\$352,521.66
TOTAL PROJECT (ROUNDED)		=	\$352,500.00

DBE Participation

DBE Subconsultants	DBE Fee	% of Total Fee
Civil Infrastructure Associates, LLC (DBE)	\$51,500.00	14.61%
Booker Engineering, Inc. (DBE)	\$32,528.00	9.23%
DBE Totals	\$84,028.00	23.84%

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Aspen American Insurance Company	43460	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER F :															
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601															

COVERAGES**CERTIFICATE NUMBER: 18-19****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			5268169	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4489663	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CX005FT18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015893685 (AOS) 015893686 (CA) 039326820 (ME)	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			P070831800	04/01/2018	04/01/2019	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

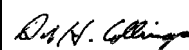
Re: Murfreesboro Pike Complete Streets BRT Lite A&E Services. Metropolitan Government of Nashville & Davidson County, its officials, officers, employees & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

**Metropolitan Government of
Nashville & Davidson County
Purchasing Agent
Metro Courthouse
Nashville, TN 37201-0000**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of

Policy No. 4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

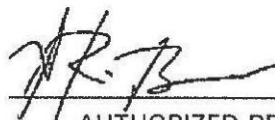
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Metropolitan Government of Nashville and Davidson County

Subcontractor Report

(List all subcontractors)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Disadvantaged businesses for Federally Funded Projects.

Your Firm's Name:

Kimley-Horn and Associates, Inc.

Solicitation Title:

Murfreesboro Pike Complete Street BRT Lite A&E Services

Solicitation Number:

1019677, 1

Date:

March 6, 2018

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
Civil Infrastructure Associates, LLC	307 Hickerson Drive	Murfreesboro	TN	37129	Tim Haggard	thaggard@cia-engineers.com	615.438.9664	No	Yes	Yes	No	Yes	Survey	\$51,500	14.61%
Booker Engineering, Inc.	1706 Joe Pope Road	Thompson's Station	TN	37179	Brenda K. Booker	bookerbee@bookerengineering.com	615.599.7351	Yes	Yes	Yes	No	Yes	Roadway Lighting and Electrical Plans	\$32,528	9.23%

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

December 22, 2017

Mr. Christopher Rhodes
Kimley-Horn and Associates, Inc.
214 Oceanside Drive
Nashville, TN 37204

Re: **RFQ # 1019677, Murfreesboro Pike Complete Streets BRT Lite A&E Services**

Dear Mr. Rhodes:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1019677 for Murfreesboro Pike Complete Streets BRT Lite A&E Services. This letter hereby notifies you of Metro's intent to award to [Kimley-Horn and Associates, Inc., contingent upon successful contract negotiations.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Terri Troup by email at terri.troup@nashville.gov Monday through Friday between 8:30am and 3:30pm.

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification. Should you have any questions concerning this requirement, please contact Tina Burt, BAO Representative, at 615/880-2783 or at Tina.Burt@nashville.gov.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in blue ink, reading "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File
Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Request for Mayoral Selection of A&E Firm RFQ 1019677, Murfreesboro Pike Complete Streets BRT Lite A&E Services

Metro received seven (7) proposals for the A&E Review Board to consider. The Review Board submits for review and selection by the Mayor the top three (3) evaluated firms listed below in alphabetical order, accompanied by the Review Board's summary.

While it is acknowledged that the selection is solely that of the Mayor, it is the Review Board's recommendation that **Kimley-Horn and Associates, Inc.** be considered for this project.

A&E Firm: DBS & Associates Engineering Inc

Strengths: Business plan and methodology was very detailed and project specific. Identified the impact to driveways and how curb cuts would be consolidated as much as possible. Cost savings approaches include pavement re-use; storm sewer retrofit; preserve right of way, LED Lighting, and utility accommodations. Identified drainage concerns within the project limits. Roadway reclamation proposed as an innovation approach.

Weaknesses: Business plan and methodology lacked detail relating to transit. Proposed an aggressive 323 days schedule. Narrative explaining why their team is the best suited was unclear. Failed to project discrepancy greater than 10% for past experience. Project experience proposed not of similar complexity. Prime has limited Metro experience compared to other Offerors. Failed to provide metro experience of subconsultants. Project manager has planning experience but failed to demonstrate any design experience. Two project managers listed within organizational capacity.

Fed. DBE Plan: Proposer acknowledged the 11.25% DBE participation expectation over the life of the project as required by the solicitation. Proposed the engagement of DBE firm Booker Engineering for Lighting/Signing/ADA.

SBE/SDV Plan: Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms Booker Engineering for Lighting/Signing/ADA and Varallo Public Relations for Public Relations.

A&E Firm: Gresham Smith & Partners

Strengths: Strong detailed business plan and methodology that included considerations for NashvilleNext, TDOT Multimodal, MTA nMotion High Capacity Corridors, and many other key technical and planning documents. Approach included the consideration for transit station location review. Qualifications and experience was detailed and included transit experience.

Weaknesses: Proposed to move sidewalks into shoulder. Transit experience less than other offerors. Failed to provide all minimum project information for every submitted project as required in the evaluation criteria.

Fed. DBE Plan: Proposer acknowledged the 11.25% DBE participation expectation over the life of the project as required by the solicitation. Proposed the engagement of DBE firms Varallo Public Relations for Public Outreach and Hawkins Partners for Landscape Architecture.

SBE/SDV Plan: Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms Varallo Public Relations for Public Outreach, TriAD Environmental Consultants, Inc. for Permitting/Environmental, Terra Nova Engineering, PLLC for Geotechnical Services, and Hawkins Partners for Landscape Architecture.



A&E Firm: Kimley-Horn and Associates, Inc.

Strengths: Strong detailed business plan and methodology that was project specific and includes a variety of streetscape options. Prime has knowledge and history associated with corridor due to MTA project experience. Strong detailed qualifications and experience.

Weaknesses: Failed to provide total calendar days for project.

Fed. DBE Plan: Proposer acknowledged the 11.25% DBE participation expectation over the life of the project as required by the solicitation. Proposed the engagement of DBE firms K. S. Ware & Associates for Geotechnical Services, Civil Infrastructure Associates, LLC for Surveys, and Booker Engineering for Roadway Lighting and Electrical Plans.

SBE/SDV Plan: Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms K. S. Ware & Associates for Geotechnical Services, Civil Infrastructure Associates, LLC for Surveys, and Booker Engineering for Roadway Lighting and Electrical Plans.

RFQ # 1019677 - MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
SCORING AND JUSTIFICATION

Offeror	AECOM	Barge Waggoner Sumner and Cannon, Inc	DBS & Associates Engineering, Inc.	Gresham Smith & Partners	KCI	Kimley-Horn and Associates	WSP
Business Plan and Methodology (50 Points)	41	36	43	45	27	46	38
Qualifications and Experience (40 Points)	35	34	32	34	31	40	33
Organizational Capacity (10 Points)	8	9	10	10	10	10	8
Total Evaluation Scores	84	79	85	89	68	96	79

AECOM

Strengths – Business plan and methodology was transit and light rail focused. Proposed triple bottom light as a cost savings approach. Coordination with TDOT and other key stakeholders. Similar corridor project experience demonstrated.

Weaknesses – Longer schedule than proposed by other Offerors. Approach to construction plans was brief. Individual team member's responsibilities lacked detail. Failed to provide all minimum project information as required in the evaluation criteria. Failed to provide acknowledgement of the firm's understanding that key staff shown in the proposal will be assigned as stated in the response unless written request for substitutions is submitted and approved by Metro. Failed to provide full time disciplines by location.

BARGE WAGGONER SUMNER AND CANNON, INC.

Strengths – Good approach to storm water and streetscaping.

Weaknesses – Project experience demonstrated not within similar size, scope, and complexity. Less transit experience compared to other Offerors. Failed to provide all minimum project information as required in the evaluation criteria. Failed to provide full time disciplines by location.

DBS & ASSOCIATES ENGINEERING INC.

Strengths – Business plan and methodology was very detailed and project specific. Identified the impact to driveways and how curb cuts would be consolidated as much as possible. Cost savings approaches include pavement re-use; storm sewer retrofit; preserve right of way, LED Lighting, and utility accommodations. Identified drainage concerns within the project limits. Roadway reclamation proposed as an innovation approach.

Weaknesses – Business plan and methodology lacked detail relating to transit. Proposed an aggressive 323 days schedule. Narrative explaining why their team is the best suited was unclear. Failed to project discrepancy greater than 10% for past experience. Project experience proposed not of similar complexity. Prime has limited Metro experience compared to other Offerors. Failed to provide metro experience of subconsultants. Project manager has planning experience but failed to demonstrate any design experience. Two project managers listed within organizational capacity.

GRESHAM SMITH & PARTNERS

Strengths – Strong detailed business plan and methodology that included considerations for NashvilleNext, TDOT Multimodal, MTA nMotion High Capacity Corridors, and many other key technical and planning documents. Approach included the consideration for transit station location review. Qualifications and experience was detailed and included transit experience.

RFQ # 1019677 - MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
SCORING AND JUSTIFICATION

Offeror	AECOM	Barge Waggoner Sumner and Cannon, Inc	DBS & Associates Engineering, Inc.	Gresham Smith & Partners	KCI	Kimley-Horn and Associates	WSP
Business Plan and Methodology (50 Points)	41	36	43	45	27	46	38
Qualifications and Experience (40 Points)	35	34	32	34	31	40	33
Organizational Capacity (10 Points)	8	9	10	10	10	10	8
Total Evaluation Scores	84	79	85	89	68	96	79

Weaknesses –Proposed to move sidewalks into shoulder. Transit experience less than other offerors. Failed to provide all minimum project information for every submitted project as required in the evaluation criteria.

KCI

Strengths – Metro traffic experience demonstrated.

Weaknesses – Business plan and methodology lacked detailed and was not project specific. Failed to include any information related to lighting, trees, pedestrians, sidewalks, NES poles, or transit in business plan and methodology. Project experience demonstrated not within similar size, scope, and complexity. One subconsultants did not provide other location information. Failed to provide all minimum project information for every submitted project as required in the evaluation criteria.

KIMLEY-HORN AND ASSOCIATES

Strengths – Strong detailed business plan and methodology that was project specific and includes a variety of streetscape options. Prime has knowledge and history associated with corridor due to MTA project experience. Strong detailed qualifications and experience.

Weaknesses – Failed to provide total calendar days for project.

WSP

Strengths – Previous Metro experience involving TDOT Local Programs.

Weaknesses – Schedule lacked the total number of days. Lack of detail related to light rail and innovation opportunities. Lack of detail related to existing infrastructure and widening sidewalks. Proposed moving the curb closer to traffic. Failed to provide all minimum project information for every submitted project as required in the evaluation criteria. Failed to identify the locations of the other disciplines shown for prime. Failed to provide acknowledgement of the firm's understanding that key staff shown in the proposal will be assigned as stated in the response unless written request for substitutions is submitted and approved by Metro.

RFQ # 1019677 - MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES**SCORING AND JUSTIFICATION**

Offeror	AECOM	Barge Waggoner Sumner and Cannon, Inc	DBS & Associates Engineering, Inc.	Gresham Smith & Partners	KCI	Kimley-Horn and Associates	WSP
Business Plan and Methodology (50 Points)	41	36	43	45	27	46	38
Qualifications and Experience (40 Points)	35	34	32	34	31	40	33
Organizational Capacity (10 Points)	8	9	10	10	10	10	8
Total Evaluation Scores	84	79	85	89	68	96	79

AECOM

Strengths – Business plan and methodology was transit and light rail focused. Proposed triple bottom light as a cost savings approach. Coordination with TDOT and other key stakeholders. Similar corridor project experience demonstrated.

Weaknesses – Longer schedule than proposed by other Offerors. Approach to construction plans was brief. Individual team member's responsibilities lacked detail. Failed to provide all minimum project information as required in the evaluation criteria. Failed to provide acknowledgement of the firm's understanding that key staff shown in the proposal will be assigned as stated in the response unless written request for substitutions is submitted and approved by Metro. Failed to provide full time disciplines by location.

BARGE WAGGONER SUMNER AND CANNON, INC.

Strengths – Good approach to storm water and streetscaping.

Weaknesses – Project experience demonstrated not within similar size, scope, and complexity. Less transit experience compared to other Offerors. Failed to provide all minimum project information as required in the evaluation criteria. Failed to provide full time disciplines by location.

DBS & ASSOCIATES ENGINEERING INC.

Strengths – Business plan and methodology was very detailed and project specific. Identified the impact to driveways and how curb cuts would be consolidated as much as possible. Cost savings approaches include pavement re-use; storm sewer retrofit; preserve right of way, LED Lighting, and utility accommodations. Identified drainage concerns within the project limits. Roadway reclamation proposed as an innovation approach.

Weaknesses – Business plan and methodology lacked detail relating to transit. Proposed an aggressive 323 days schedule. Narrative explaining why their team is the best suited was unclear. Failed to project discrepancy greater than 10% for past experience. Project experience proposed not of similar complexity. Prime has limited Metro experience compared to other Offerors. Failed to provide metro experience of subconsultants. Project manager has planning experience but failed to demonstrate any design experience. Two project managers listed within organizational capacity.

GRESHAM SMITH & PARTNERS

Strengths – Strong detailed business plan and methodology that included considerations for NashvilleNext, TDOT Multimodal, MTA nMotion High Capacity Corridors, and many other key technical and planning documents. Approach included the consideration for transit station location review. Qualifications and experience was detailed and included transit experience.

RFQ # 1019677 - MURFREESBORO PIKE COMPLETE STREETS BRT LITE A&E SERVICES
SCORING AND JUSTIFICATION

Offeror	AECOM	Barge Waggoner Sumner and Cannon, Inc	DBS & Associates Engineering, Inc.	Gresham Smith & Partners	KCI	Kimley-Horn and Associates	WSP
Business Plan and Methodology (50 Points)	41	36	43	45	27	46	38
Qualifications and Experience (40 Points)	35	34	32	34	31	40	33
Organizational Capacity (10 Points)	8	9	10	10	10	10	8
Total Evaluation Scores	84	79	85	89	68	96	79

Weaknesses –Proposed to move sidewalks into shoulder. Transit experience less than other offerors. Failed to provide all minimum project information for every submitted project as required in the evaluation criteria.

KCI

Strengths – Metro traffic experience demonstrated.

Weaknesses – Business plan and methodology lacked detailed and was not project specific. Failed to include any information related to lighting, trees, pedestrians, sidewalks, NES poles, or transit in business plan and methodology. Project experience demonstrated not within similar size, scope, and complexity. One subconsultants did not provide other location information. Failed to provide all minimum project information for every submitted project as required in the evaluation criteria.

KIMLEY-HORN AND ASSOCIATES

Strengths – Strong detailed business plan and methodology that was project specific and includes a variety of streetscape options. Prime has knowledge and history associated with corridor due to MTA project experience. Strong detailed qualifications and experience.

Weaknesses – Failed to provide total calendar days for project.

WSP

Strengths – Previous Metro experience involving TDOT Local Programs.

Weaknesses – Schedule lacked the total number of days. Lack of detail related to light rail and innovation opportunities. Lack of detail related to existing infrastructure and widening sidewalks. Proposed moving the curb closer to traffic. Failed to provide all minimum project information for every submitted project as required in the evaluation criteria. Failed to identify the locations of the other disciplines shown for prime. Failed to provide acknowledgement of the firm's understanding that key staff shown in the proposal will be assigned as stated in the response unless written request for substitutions is submitted and approved by Metro.

BAO DBE Assessment Sheet

BAO Specialist: Tina R. Burt

Contract Specialist: Terri Troup

Date: 10/30/2017

Department Name: Public Works

RFP/ITB Number: 1019677

Project Name: Murfreesboro Pike Complete Streets BRT Lite A&E Services

Primary Contractor	DBE Goal Acknowledged?	Comments
Kimley-Horn and Associates, Inc.	Yes	DBE Plan: Proposer acknowledged the 11.25% DBE participation expectation over the life of the project as required by the solicitation. Proposed the engagement of DBE firms K. S. Ware & Associates for Geotechnical Services, Civil Infrastructure Associates, LLC for Surveys, and Booker Engineering for Roadway Lighting and Electrical Plans.
Gresham Smith & Partners	Yes	DBE Plan: Proposer acknowledged the 11.25% DBE participation expectation over the life of the project as required by the solicitation. Proposed the engagement of DBE firms Varallo Public Relations for Public Outreach and Hawkins Partners for Landscape Architecture.
DBS & Associates Engineering, Inc.	Yes	DBE Plan: Proposer acknowledged the 11.25% DBE participation expectation over the life of the project as required by the solicitation. Proposed the engagement of DBE firm Booker Engineering for Lighting/Signing/ADA.

BAO SBE Assessment Sheet

BAO Specialist: Tina R. Burt

Contract Specialist: Terri Troup

Date: 10/30/2017

Department Name: Public Works

RFP/ITB Number: 1019677

Project Name: Murfreesboro Pike Complete Streets BRT Lite A&E Services

Primary Contractor	SBEs Approved?	Comments
Kimley-Horn and Associates, Inc.	Yes	SBE/SDV Plan: Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms K. S. Ware & Associates for Geotechnical Services, Civil Infrastructure Associates, LLC for Surveys, and Booker Engineering for Roadway Lighting and Electrical Plans.
Gresham Smith & Partners	Yes	SBE/SDV Plan: Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms Varallo Public Relations for Public Outreach, TriAD Environmental Consultants, Inc. for Permitting/Environmental, Terra Nova Engineering, PLLC for Geotechnical Services, and Hawkins Partners for Landscape Architecture.
DBS & Associates Engineering, Inc.	Yes	SBE/SDV Plan: Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms Booker Engineering for Lighting/Signing/ADA and Varallo Public Relations for Public Relations.



Contract Standards Deviations

Contract Purchase Agreement 422444,0: Contract Standards Deviations - 02-Apr-2018

Supplier	Kimley-Horn and Associates, Inc.	Supplier Site	NASHVILLE
Buyer	TROUP, TERRI R	Amount	352500.00
Contract Template	MASTER Architect and Engineering Contract		

Deviation Summary

Clause Deviations

Category	Non-Standard clauses	
Deviation	Section	Clause Title
Standard clause modified	1. ARCHITECTURAL AND ENGINEERING CONTRACT	1.1. 91:Heading A&E
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value
Category	Standard clauses missing	
Deviation	Section	Clause Title
Optional clause removed	4. COMPENSATION	4.3. 27:Escalation/De-escalation

Policy Deviations

Deviation	Description	Line	Item	Item Description
	The contract has no Policy Deviations			



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 91:Heading A&E
Section	1. ARCHITECTURAL AND ENGINEERING CONTRACT
Deviation	Standard clause modified

Clause Text

This Contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County ("METRO")** and **Kimley-Horn and Associates, Inc. ("CONSULTANT")** located at **421 Fayetteville Street, Suite 600, Raleigh, NC 27601**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A - Scope and Fee Proposal***
- ***The solicitation documentation for RFQ# 1019677 and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***
- ***Procurement Nondiscrimination Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.
Where this Contract references "CONTRACTOR" in all caps, it is understood to be the CONSULTANT.

Comparison to Standard

This Contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and ~~Enter Legal Name~~ Kimley-Horn and Associates, Inc. ("CONSULTANT") located at ~~Address, City, St. ZIP:~~ 421 Fayetteville Street, Suite 600, Raleigh, NC 27601. This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits,
- Exhibit A - Scope and Fee Proposal
- The solicitation documentation for RFQ# ~~[Enter Number]~~ 1019677 and affidavit(s) (all made a part of this contract by reference),
- Purchase Orders (and PO Changes),
- CONTRACTOR's response to the solicitation,
- Procurement Nondiscrimination Program forms (incorporated by reference).



Contract Standards Deviations

In the event of conflicting provisions, all documents shall be construed in the order listed above.

Where this Contract references "CONTRACTOR" in all caps, it is understood to be the CONSULTANT.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide professional surveying and engineering services for construction of complete street work elements along the BRT Lite Corridor of Murfreesboro Pike from the I-24 Ramps to Foothills Drive. The program is federally funded through TDOT (Federal Project STP-M-1(372), State Project 19LPLM-F0-149, PIN 125309.00, TIP 2014-111-027). The Consultant will be responsible for following all state and federal guidelines.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below~~ professional surveying and ~~more fully defined in~~ engineering services for construction of complete street work elements along the solicitation. BRT Lite Corridor of Murfreesboro Pike from the I-24 Ramps to Foothills Drive. The program is federally funded through TDOT (Federal Project STP-M-1(372), State Project 19LPLM-F0-149, PIN 125309.00, TIP 2014-111-027). The Consultant will be responsible for following all state and federal guidelines.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

Comparison to Standard

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end ~~-[INSERT END DATE OR AT PROJECT COMPLETION]-~~ or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired sixty (60) months from - ~~CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.~~

~~-[FIRST TWO SENTENCES OF THE NEXT PARAGRAPH MAY BE REMOVED IF THE CONTRACT CANNOT BE EXTENDED]-~~

~~-~~
~~-This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion~~ date of filing with ~~the Purchasing Agent. However, in~~ Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$352,500.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\$[Agreement Amount]~~ \$352,500.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	4.3. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Optional clause removed

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

Certificate Of Completion

Envelope Id: 857332DF8E2D436BA870BBF081A49C36

Status: Completed

Subject: Please sign this Metro Contract 422444 Kimley-Horn and Associates, Inc. (Public Works)

Source Envelope:

Document Pages: 65

Signatures: 7

Envelope Originator:

Certificate Pages: 17

Initials: 7

Metro Contract Approvals

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

angela.doss@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Metro Contract Approvals

Location: DocuSign

4/11/2018 3:14:49 PM

angela.doss@nashville.gov

Signer Events

Signature

Timestamp

Terri R Troup



Sent: 4/11/2018 3:23:07 PM

terri.troup@nashville.gov

Viewed: 4/11/2018 8:30:34 PM

Senior Procurement Officer

Signed: 4/11/2018 8:30:46 PM

Metropolitan Government of Nashville and Davidson
County

Using IP Address: 170.190.198.185

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle A. Hernandez Lane



Sent: 4/11/2018 8:30:49 PM

michelle.lane@nashville.gov

Viewed: 4/12/2018 8:08:31 AM

Chief Procurement Officer/Purchasing Agent
Metro

Signed: 4/12/2018 8:11:29 AM

Security Level: Email, Account Authentication
(None)

Using IP Address: 174.195.135.139

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sharon Wahlstrom



Sent: 4/12/2018 8:11:32 AM

sharon.wahlstrom@nashville.gov

Viewed: 4/12/2018 9:22:24 AM

Security Level: Email, Account Authentication
(None)

Signed: 4/12/2018 2:39:47 PM

Using IP Address: 170.190.198.240

Electronic Record and Signature Disclosure:

Accepted: 4/12/2018 9:22:24 AM

Withdrawn: 4/12/2018 2:39:48 PM

ID: ce20f5a6-4401-4ad4-8cc5-726cb2289195

Greg McClarin



Sent: 4/12/2018 2:39:50 PM

greg.mcclarin@nashville.gov

Viewed: 4/12/2018 2:40:28 PM

Security Level: Email, Account Authentication
(None)

Signed: 4/12/2018 2:43:48 PM

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Accepted: 4/12/2018 2:40:28 PM

Withdrawn: 4/12/2018 2:43:49 PM

ID: e2ac7744-ce03-49c6-8ea2-4f8283303d1e

Signer Events	Signature	Timestamp
Christopher D. Rhodes chris.rhodes@kimley-horn.com Senior Associate Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/13/2018 9:34:57 AM Withdrawn: 4/13/2018 10:23:22 AM ID: 4b09dddb-5cf5-406b-a44b-f50ead8c2543	<i>Christopher D. Rhodes</i> Using IP Address: 64.251.224.99	Sent: 4/12/2018 2:43:51 PM Viewed: 4/13/2018 9:34:57 AM Signed: 4/13/2018 10:23:21 AM
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<i>Michelle A. Hernandez Lane</i> Using IP Address: 170.190.198.100	Sent: 4/13/2018 10:23:25 AM Viewed: 4/17/2018 1:22:52 PM Signed: 4/17/2018 1:22:57 PM
SK Wahlstrom for Mark Sturtevant Mark.Sturtevant@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/18/2018 3:17:22 PM Withdrawn: 4/18/2018 3:18:06 PM ID: 567d6e91-e19f-4ebf-8aa0-44518715b630	<i>SK Wahlstrom for Mark Sturtevant</i> Using IP Address: 170.190.198.240	Sent: 4/17/2018 1:23:01 PM Viewed: 4/18/2018 3:17:22 PM Signed: 4/18/2018 3:18:05 PM
Anthony Neumaier tony.neumaier@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/14/2014 1:44:52 PM ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d	<i>AN</i> Using IP Address: 170.190.198.190	Sent: 4/18/2018 3:18:08 PM Viewed: 4/18/2018 3:46:01 PM Signed: 4/18/2018 3:46:17 PM
Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/19/2018 7:48:26 AM Withdrawn: 4/19/2018 7:48:37 AM ID: ab2a42f3-d1c4-4401-9958-760e04a85e63	<i>Talia Lomax O'dneal</i> Using IP Address: 170.190.198.100	Sent: 4/18/2018 3:46:21 PM Viewed: 4/19/2018 7:48:26 AM Signed: 4/19/2018 7:48:36 AM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/19/2018 8:03:51 AM ID: 8dd0d2a3-979d-4038-b46a-5458574bebb2	Completed Using IP Address: 170.190.198.100	Sent: 4/19/2018 7:48:40 AM Viewed: 4/19/2018 8:00:00 AM Signed: 4/19/2018 8:03:17 AM

Signer Events	Signature	Timestamp
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Tara Ladd lara.ladd@nashville.gov Security Level: Email, Account Authentication (None) Using IP Address: 170.190.198.144		Sent: 4/19/2018 9:20:58 AM Viewed: 4/19/2018 9:53:12 AM Signed: 4/19/2018 9:54:09 AM
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Richard M. Riebeling Richard.Riebeling@nashville.gov Security Level: Email, Account Authentication (None) Using IP Address: 170.190.198.100		Sent: 4/19/2018 9:54:13 AM Viewed: 4/19/2018 10:19:59 AM Signed: 4/19/2018 10:20:10 AM
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David Briley David.Briley@nashville.gov Security Level: Email, Account Authentication (None) Using IP Address: 170.190.198.100		Sent: 4/19/2018 10:20:14 AM Viewed: 4/19/2018 10:49:41 AM Signed: 4/19/2018 10:49:55 AM
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Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) Using IP Address: 170.190.198.100		Sent: 4/19/2018 10:49:59 AM Viewed: 4/19/2018 11:01:36 AM Signed: 4/19/2018 11:01:45 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 170.190.198.100	Sent: 4/19/2018 8:03:20 AM Viewed: 4/19/2018 8:03:51 AM Completed: 4/19/2018 11:01:54 AM

Electronic Record and Signature Disclosure:
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tina Burt
tina.burt@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

PRG
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/19/2018 11:01:51 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amy Schuler
amy.shuler@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/19/2018 11:01:52 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Darrell More
darrel.moore@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/19/2018 11:01:54 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/19/2018 11:01:54 AM
Completed	Security Checked	4/19/2018 11:01:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Certificate Of Completion

Envelope Id: EB709987C4A7487CA245E7C96293FB97

Status: Sent

Subject: Metro Contract 422444 Amendment 1 with Kimley-Horn and Associates, Inc. (NDOT)

Source Envelope:

Document Pages: 131

Signatures: 9

Envelope Originator:

Certificate Pages: 18

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

5/13/2022 10:48:41 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

Signer Events**Signature****Timestamp**

Terri L. Ray



Sent: 5/13/2022 11:27:43 AM

Terri.Ray@nashville.gov

Viewed: 5/16/2022 7:10:41 AM

Senior Procurement Officer

Signed: 5/16/2022 7:10:49 AM

Metropolitan Government of Nashville and Davidson
County

Signature Adoption: Pre-selected Style

Signed by link sent to Terri.Ray@nashville.gov

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kristin C. Kumrow



Sent: 5/16/2022 7:10:57 AM

Kristin.Kumrow@nashville.gov

Viewed: 5/16/2022 8:37:04 AM

Security Level: Email, Account Authentication
(None)

Signed: 5/16/2022 8:38:38 AM

Signature Adoption: Pre-selected Style

Signed by link sent to Kristin.Kumrow@nashville.gov

Using IP Address: 170.190.198.240

Electronic Record and Signature Disclosure:

Accepted: 5/16/2022 8:37:04 AM

ID: d605a459-decc-4679-b89a-0064fbd0d2ca

Greg McClarin



Sent: 5/16/2022 8:38:43 AM

greg.mcclarin@nashville.gov

Viewed: 5/16/2022 9:19:18 AM

Security Level: Email, Account Authentication
(None)

Signed: 5/16/2022 9:20:33 AM

Signature Adoption: Pre-selected Style

Signed by link sent to greg.mcclarin@nashville.gov

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 5/16/2022 9:19:18 AM

ID: 16d7b119-a13e-4664-87aa-5ee33ff22a1a

Signer Events	Signature	Timestamp
Christopher D. Rhodes chris.rhodes@kimley-horn.com Christopher D. Rhodes, Vice President Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None)	<i>Christopher D. Rhodes</i> Signature Adoption: Pre-selected Style Signed by link sent to chris.rhodes@kimley-horn.com Using IP Address: 208.127.231.171	Sent: 5/16/2022 9:20:37 AM Viewed: 5/16/2022 9:21:49 AM Signed: 5/16/2022 9:23:34 AM
Electronic Record and Signature Disclosure: Accepted: 5/16/2022 9:21:49 AM ID: 99b0ccc4-46f0-490b-b318-3ed6f70911ef		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	<i>Michelle A. Hernandez Lane</i> Signature Adoption: Pre-selected Style Signed by link sent to michelle.lane@nashville.gov Using IP Address: 172.58.146.160 Signed using mobile	Sent: 5/16/2022 9:23:40 AM Viewed: 5/23/2022 5:13:46 PM Signed: 5/23/2022 5:14:27 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Diana Alarcon diana.alarcon@nashville.gov Security Level: Email, Account Authentication (None)	<i>Diana Alarcon</i> Signature Adoption: Pre-selected Style Signed by link sent to diana.alarcon@nashville.gov Using IP Address: 170.190.198.240	Sent: 5/23/2022 5:14:31 PM Viewed: 5/24/2022 9:00:30 AM Signed: 5/24/2022 9:00:40 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2022 9:00:30 AM ID: ef7cd824-d0b7-4aca-9ce2-76d03143e728		
Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	<i>Kelly FlanneryTJE</i> Signature Adoption: Pre-selected Style Signed by link sent to Tom.Eddlemon@nashville.gov Using IP Address: 174.212.130.119 Signed using mobile	Sent: 5/24/2022 9:00:44 AM Viewed: 5/24/2022 10:54:53 AM Signed: 5/24/2022 10:55:33 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2022 10:54:53 AM ID: ebf5a0a0-fcc2-4005-9c0c-853c5b49f9ff		
Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)	<i>Kelly Flannery</i> Signature Adoption: Pre-selected Style Signed by link sent to kelly.flannery@nashville.gov Using IP Address: 170.190.198.100	Sent: 5/24/2022 10:55:37 AM Viewed: 5/24/2022 1:25:35 PM Signed: 5/24/2022 1:30:17 PM
Electronic Record and Signature Disclosure: Accepted: 5/24/2022 1:25:35 PM ID: 88f0b5b4-c748-4480-bb15-302b6a771493		

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to balogun.cobb@nashville.gov Using IP Address: 170.190.198.144	Sent: 5/24/2022 1:30:21 PM Viewed: 5/24/2022 1:32:45 PM Signed: 5/24/2022 1:32:58 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/24/2022 1:32:45 PM
 ID: e8b6ab21-a81f-4dc5-aa96-840e80192c4e

Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to macy.amos@nashville.gov Using IP Address: 170.190.198.144	Sent: 5/24/2022 1:33:04 PM Viewed: 5/25/2022 9:08:53 AM Signed: 5/25/2022 9:09:55 AM
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Electronic Record and Signature Disclosure:
 Accepted: 5/25/2022 9:08:53 AM
 ID: 5e132a69-7421-4967-a244-9f3d94f010d8

Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 5/25/2022 9:10:01 AM Viewed: 5/25/2022 4:07:20 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Marlon Bynum marlon.bynum@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/16/2022 7:10:57 AM Viewed: 5/16/2022 7:11:49 AM
Electronic Record and Signature Disclosure: Accepted: 3/9/2022 12:05:42 PM ID: 717193c2-b667-4984-95d7-28d4c69a2651		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/25/2022 9:09:59 AM
Electronic Record and Signature Disclosure: Accepted: 5/25/2022 2:50:46 PM ID: 3d1ffcb3-3069-4fac-a32a-1ba4cc4a2588		

Carbon Copy Events	Status	Timestamp
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/25/2022 9:08:53 AM ID: 5e132a69-7421-4967-a244-9f3d94f010d8 Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/25/2022 9:00:34 AM ID: 608a4286-76af-4a32-bcdc-0958017d3c9c Evans Cline Evans.Cline@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/27/2021 6:31:42 AM ID: 619b7fbc-01a8-42c9-a73e-d0543ec66003 Darrell Moore Darrell.Moore@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/27/2022 9:25:00 AM ID: 7aa5a784-2054-4937-8adc-253c39aa8661 Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898 Katrina Jones Katrina.jones@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/24/2022 2:11:51 PM ID: 559b2e41-2dcb-4b59-83cf-46a125dc61cd Rose Wood Rose.Wood@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Amy Schuler amy.schuler@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/25/2022 9:03:15 AM ID: 58becb9c-199b-4aab-b438-294ee3efdc84	COPIED	Sent: 5/25/2022 9:10:00 AM
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2022 11:27:43 AM
Certified Delivered	Security Checked	5/25/2022 4:07:20 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		