

BOARD OF MAYOR AND ALDERMEN  
TOWN OF NOLENSVILLE  
POST OFFICE BOX 547  
NOLENSVILLE, TN 37135

**RESOLUTION #17-01**

**A RESOLUTION TO APPROVE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INCORPORATED, AS AMENDED**

**WHEREAS**, the Nolensville Board of Mayor and Aldermen on October 6, 2011 unanimously agreed by Resolution 11-29, to submit an application for an Active Transportation Program grant; and,

**WHEREAS**, the Town was advised by the Nashville Metropolitan Planning Organization (MPO) on January 26, 2012, that the Town was selected for the federal grant for Small Town Connections funding to construct 4,270 linear feet of trail beginning at Nolensville Elementary School to a trailhead adjacent to the Town Center on SR-31/41A (Nolensville Road), in the amount of \$620,000.00; and,

**WHEREAS**, the Nolensville Board of Mayor and Aldermen unanimously agreed by Resolution 12-13 to execute and submit the contract providing for the development of the Small Town Connections Federal Project # STP-M-9400(56), State Project # 94LPLM-F0-048; 94LPLM-F1-049; 94LPLM-F2-050; 94LPLM-F3-051, Contract 120079; and,

**WHEREAS**, the Town of Nolensville desired to have a professional consulting firm provide survey and design work associated with the project; and,

**WHEREAS**, Kimley-Horn and Associates, Incorporated was identified as the firm best able and qualified to perform these duties; and,

**WHEREAS**, since the contract with Kimley-Horn and Associates, Incorporated was executed in 2013, certain updates to the scope of work have been addressed in Amendments 001 through 005; and,

**WHEREAS**, the attached amendment number 006 is proposed by Kimley-Horn and Associates for services and associated fees related to revising and re-bidding certain work involved with the Small Town Connections project in an amount not to exceed \$3,800.00; and

**NOW, THERE BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN** of the Town of Nolensville, Tennessee as follows:

Section 1. The Mayor is authorized to enter into an agreement with Kimley-Horn Associates, Incorporated, as amended.

Section 2. Amendment 006 to the original contract is attached to and made part of this resolution.

**RESOLVED** this 2<sup>nd</sup> day of February, 2017.

\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Kali Mogul, Town Recorder

Passed: \_\_\_\_\_

DRAFT

**AMENDMENT NUMBER 006 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 006 DATED January 24, 2017 to the agreement between the Town of Nolensville, Tennessee, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated April 22, 2013 ("the Agreement") concerning the Small Town Connections Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

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

CLIENT:

TOWN OF NOLENSVILLE

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



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

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

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

By: Zachary J. Dufour P.E.

Title: Associate

Date: January 24, 2017

Consultant shall perform the following Additional Services:

**Task 16 – Plan Revisions and Re-Bidding**

Kimley-Horn will revise the original set of construction plans in an attempt to reduce the total construction cost. Items that will be removed or reduced consist of fencing, tree protection, sidewalk, removal of sidewalk, removal of existing bridges and railing, and asphalt edge treatment. The sidewalk adjacent to the Williamson County recreation center will be coordinated with HFR design in conjunction with their Safe Routes to School project and we will coordinate with TDOT to see if they would allow us to use the proposed Safe Routes to School sidewalk on the south side of Stonebrook as our projects connection. We will also revise the original engineer's opinion of probable construction cost based on the first bid to be more in line with current industry pricing. WE will also revise the bid book to show the updated quantities from the plan changes and the new bid dates. The plans, bid book and cost estimate will be re-submitted to TDOT for their review and approval to re-bid the project with the above revisions.

After receiving approval to re-bid, we will revise the advertisement and re-advertise the project in three newspapers. The Town will be responsible for paying the advertisement invoices. Kimley-Horn will respond to questions that arise during the bidding process and issue up to three (3) statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with the Town following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

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

Plan revisions have already been made. Project has been re-advertised as of December 30, 2016 and the consultant is prepared to open bids on January 24, 2017 and submit to TDOT for concurrence.

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

Kimley-Horn will perform the services in Task 16 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, newspaper advertisements and similar project fees will be paid directly by the Client.

Task 16 – Plan Revisions and Re-Bidding	\$3,800.00
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.