



October 28, 2021

Board of Commissioners
6:30 PM

City Hall - Massie Chambers

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.

3. Approval of minutes.

- a. Reading of the minutes of the October 14th meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

6. Reports and comments from committees, members of the Board of Commissioners and other officers.

7. Old Business.

- a. Consider Ordinance 21-1016, an ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to expand the I-65 at Rivergate Parkway Interstate Sign District Map to include an area south of Vietnam Veterans Parkway/SR-386. **SECOND READING & PUBLIC HEARING**

8. New Business.

- a. Consider Ordinance 21-1017, an ordinance to amend Ordinance 06-674 as amended, to include a Regional Center Planned Unit Development Section.
FIRST READING
- b. Consider Resolution 21-1016, a resolution to extend a license agreement with the Tennessee Department of Transportation for the right to install various landscape improvements in right of way owned by the State of Tennessee.
- c. Consider Resolution 21-1017, a resolution to enter into a Professional Services Contract for Design and Document Preparation for traffic signalization projects funded through a CMAQ (Congestion Mitigation and Air Quality) Grant.

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

www.goodlettsville.gov



Board of Commissioners

October 14, 2021

6:30 PM

City Hall - Massie Chambers

Minutes:

Present: Jimmy D. Anderson, Jennifer Duncan, Stuart Huffman, and Rusty Tinnin.

Absent: Zach Young.

Also Present: Russell Freeman, Tim Ellis, Mary Laine Hucks, Addam McCormick, Gary Goodwin, and Julie High.

Mayor Rusty Tinnin called the meeting to order. Pastor Tim Stutler offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

Assistant City Manager Julie High called the roll: Mayor Rusty Tinnin present, Vice Mayor Duncan present, Commissioner Anderson present, Commissioner Huffman present, Commissioner Young absent.

Consider the minutes of the September 23, 2021 regular meeting of the Board of Commissioners. Vice Mayor Duncan made a motion to consider the minutes as written. Commissioner Anderson seconded the motion and the motion passed 4-0.

Chris Boyd addressed the Board on behalf of her parents at 408 Bass Street regarding the adjacent property at 410 Bass Street. She stated it has become Goodlettsville's dump. He brings abandoned vehicles and junk and it has now become a health hazard due to the water holding over there and the animals. This has been going on for years. She would like something done and would like answers. City Manager Ellis responded in agreement with Ms. Boyd. This has been in our city courts multiple times and will be coming back next month with an additional 32 citations. He has also been cited into Chancery Court. City Attorney Russell Freeman confirmed that he has been served and we are hoping to get the relief we are seeking. City Manager Ellis stated going to Chancery Court now creates a new avenue of discipline up to incarceration until it is remedied.

City Manager Ellis announced the GoodFest event to be held at Moss-Wright Park on Saturday, October 16th. On October 23rd will be two events, Halloween in the Park and the Ghost and Lantern Tour. He also announced the Hazardous Waste drop off at the Visitor's Center on Saturday, October 30th from 8:00am-1:00pm. On the same day, a shredding event will be held at Public Works from 9:00am-noon.

Mayor Rusty Tinnin stated it was good to see former Mayor Jeff Duncan in the audience visiting.

Consider Old Business.

Consider Ordinance 21-1014, an ordinance of the City of Goodlettsville, Tennessee, requesting the Commissioner of the Tennessee Department of Economic and Community Development to deactivate the Regional Planning Authority of the Goodlettsville Regional Planning Commission and dissolve the Goodlettsville Planning Region, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 21-1014. Commissioner Huffman seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed ordinance, the public hearing was declared closed. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1014.

Consider Ordinance 21-1015, an ordinance to amend the Zoning Ordinance to expand the I-65 at Long Hollow Pike interchange interstate sign district map to include a portion of certain property parcel on South Cartwright Street, second reading and public hearing. Commissioner Anderson made a motion to consider Ordinance 21-1015. Commissioner Huffman seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was declared closed. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1015.

Consider Resolution 21-1008, a resolution amending a contract between the City of Goodlettsville and the State of Tennessee Department of Transportation, by extending the expiration date of the contract as it relates to project number 120327.01 - CMAQ Phase II Traffic Synchronization. Vice Mayor Duncan made a motion to consider Resolution 21-1008. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-1008.

Consider New Business.

Consider Ordinance 21-1016, an ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to expand the I-65 at Rivergate Parkway Interstate Sign District Map to include an area south of Vietnam Veterans Parkway/SR-386, first reading. City Manager Ellis stated Planning Commission approved this unanimously. Commissioner Huffman made a motion to consider Ordinance 21-1016. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1016.

Consider Resolution 21-1013, a resolution authorizing the City of Goodlettsville to be included as a party and participate in settlement proceedings between the State of Tennessee Office of Attorney General and McKesson, Cardinal Health, AmerisourceBergen and Janssen Pharmaceuticals as it relates to opioid claims. City Manager Ellis stated two years ago several agencies started claims and the State Attorney General entered into that claim and this allows us to also take part. Vice Mayor Duncan made a motion to consider Resolution 21-1013. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-1013.

Consider Resolution 21-1014, a resolution proclaiming Saturday, October 16, 2021 as Dr. Harry Yates Day in the City of Goodlettsville, Tennessee. City Manager Ellis read the Proclamation: **WHEREAS**, on September 3, 2021 the City of Goodlettsville lost one of its great Spiritual Leaders in Dr. Harry yates; and

WHEREAS, Dr. Yates first entered the ministry in 1970 and during his 51 years in the ministry he taught the word of God in all 50 states and over 80 different countries; and

WHEREAS, During the course of Dr. Yates ministry he was able to earn 3 doctorate degrees and one PhD in counseling; and

WHEREAS, Dr. Harry Yates was a well-respected author, songwriter, and music producer.

WHEREAS, Dr. Yates, along with his wife Joanne, founded the Cowboy Church in 1990 which is located in Goodlettsville, Tennessee and known by many around the world; and

WHEREAS, Dr. Yates served for many years as the President of the Goodlettsville Ministerial Alliance; and

WHEREAS, Dr. Yates was the leader in creating the 9/11 Memorial Service and the National Day of Prayer held annually on the grounds of Goodlettsville City Hall; and

WHEREAS, Dr. Yates served for many years as a Chaplin and Chaplin Coordinator for Skyline Hospital where he provided comfort and support to many Goodlettsville and Middle Tennessee residents; and

WHEREAS, Dr. Harry Yates has been a champion for the City of Goodlettsville for many years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT SATURDAY, OCTOBER 16, 2021 BE DECLARED DR. HARRY YATES DAY IN THE CITY OF GOODLETTSVILLE.

Vice Mayor Duncan made a motion to consider Resolution 21-1014. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-1014. Mayor Tinnin then presented the proclamation to the family of Dr. Harry Yates.

Consider Resolution 21-1015, a resolution of the City of Goodlettsville Board of Commissioners authorizing the city to participate in the American Rescue Plan Act of 2021. City Manager Ellis stated the state received the funds from the federal government and they have 30 days to distribute it. The total amount would be close to 4.9 million dollars. Vice Mayor Duncan made a motion to consider Resolution 21-1015. Commissioner Anderson seconded the motion. Vice Mayor Duncan recognized City Manager Ellis on his hard work on this. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-1015.

With no further business, Vice Mayor Duncan made a motion to adjourn. Commissioner Anderson seconded the motion. The meeting adjourned at approximately 6:56pm with a 4-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1016</u> An ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to expand the I-65 at Rivergate Parkway Interstate Sign District Map to include an area south of Vietnam Veterans Parkway/SR-386. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 21-1016 Dept. of Origin: Planning For Agenda of: October 28, 2021 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 21-1016

SUMMARY STATEMENT:

An ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to expand the I-65 at Rivergate Parkway Interstate Sign District Map to include an area south of Vietnam Veterans Parkway/SR-386.

FINANCIAL SUMMARY:

This ordinance will have no fiscal impact on the City of Goodlettsville.

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 21-1016.

ORDINANCE 21-1016

AN ORDINANCE TO AMEND TITLE 14, GOODLETTSVILLE MUNICIPAL CODE BY AMENDING THE ZONING ORDINANCE TO EXPAND THE I-65 AT RIVERGATE PARKWAY INTERSTATE SIGN DISTRICT MAP TO INCLUDE AN AREA SOUTH OF VIETNAM VETERANS PARKWAY/SR-386

WHEREAS, the need to expand the area of the I-65 at Rivergate Parkway interstate Sign Zone District Map to include additional properties along and south of Vietnam Veterans Boulevard/SR-386 and within the City's Interchange Overlay District in order to provide directional assistance and increased visibility provided by the Interstate Sign Zone District zoning ordinance, and;

WHEREAS, the City's Zoning Ordinance intent and purpose includes sign design that the enhances the readability and effectiveness of signs and to divide the city into zones and districts restricting and regulating therein the location, construction, and use of buildings, structures, and land for and commercial uses;

WHEREAS, The Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and on October 4, 2021 unanimously voted to recommend its passage to the Board of Commissioners.

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. The I-65 at the Rivergate Parkway Interchange Zone District Map attached with this ordinance as "EXHIBIT A" is amended to include the expansion area listed on the attached map.

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days' notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 21-1016
“EXHIBIT A”





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 21-1017 An ordinance to amend Ordinance 06-674 as amended, to include a Regional Center Planned Unit Development Section. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 21-1017 Dept. of Origin: Planning For Agenda of: October 28, 2021 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 21-1017

SUMMARY STATEMENT:

An ordinance to amend Ordinance 06-674 as amended, to include a Regional Center Planned Unit Development Section.

FINANCIAL SUMMARY:

This ordinance will have no fiscal impact on the City of Goodlettsville.

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 21-1017.

ORDINANCE 21-1017

AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, TO INCLUDE A REGIONAL CENTER PLANNED UNIT DEVELOPMENT SECTION

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, reconstruction, alteration and use of buildings; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to protecting the character and maintaining the stability of business, commercial, and manufacturing areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the City's Zoning Ordinance Planned Unit Development section intent and purpose includes promoting flexibility in design and permit planned diversification in the location of structures to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; and,

WHEREAS, the Goodlettsville Planning Commission at the October 5, 2020 and revised at the December 5, 2020 meetings approved Comprehensive Land Use Plan amendments to include mixed use Regional Center Low and High Intensity designations in the area including and around Rivergate Mall; and,

WHEREAS, the City's Comprehensive Land Use Plan Regional Center is intended for increased density of both residential and commercial uses in an area with infrastructure to support increase intensity and density mixed use type developments; and,

WHEREAS, the Goodlettsville Planning Commission at the October 4, 2021 regularly scheduled meeting reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners.

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. That Ordinance No. 06-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended by adding a new section 14-210 Planned Unit Development District Regulations, (6) Regional Center Planned Unit Development as listed in "EXHIBIT A" and an amended Appendix (A- Table 1 Land Use Activity Matrix) as listed in "EXHIBIT B".

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Ordinance which is not itself invalid

or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 21-1017

“EXHIBIT A”

14-210. Planned Unit Development District Regulations

(6) Regional Center Planned Unit Development

- a) **Type of Developments.** There are two (2) types of Regional Center Planned Unit Developments as follows: RC1 High Intensity and RC2 Low Intensity
- b) **General Purpose.** The general purpose of the Regional Center Planned Unit Developments is to provide for mixed use commercial and residential uses at a higher density and intensity of development associated with an urban center. The Regional Center design includes pedestrian and streetscape-oriented design with regulations permitting flexibility for design oriented planned unit developments.
- c) **Feasibility study.** The Goodlettsville Municipal Planning Commission or the City Commission may require a feasibility study/market analysis for any proposed planned unit development. The study will be utilized, among other things, to determine the impact of the proposed development on the long-range development of the residential and commercial land use in the city, the timing of any proposed development to ascertain the effects of a proposed development upon lands used or zoned for commercial purposes, to form a basis for evaluating the estimated effects on traffic, the financial capability of the developer, and other purposes which assist in an understanding of the public interest pertinent in the evaluation of a proposed development. The study, if required, shall be provided by the landowner and the landowner
- d) **Permitted Activities.** The activities listed in Table I in Appendix A may be permitted as a part of planned unit development only when such activities are approved as a part of the master plans and deemed appropriate by the Goodlettsville Municipal Planning Commission. A change in use may be granted by the codes director only when the change is to a similar use or activity. Activities not listed are prohibited.
- e) **Building and Property Dimension and Design Requirements**
 - (1) RC1- Ten (10) stories maximum subject to available fire protection equipment, water supply, and emergency vehicle site access. Minimum building two (2) stories or similar height building height design
 - (2) RC2- Seven (7) stories maximum subject to available fire protection equipment, water supply, and emergency vehicle site access. Minimum building height of two (2) stories or twenty-five (25) feet, or similar height building height design
 - RC1 and RC2 Transition Zones- Planned unit developments along the perimeter of the Regional Center Comprehensive Land Use Plan designated area to include reduced building heights, mass, and scale to step down for consistency with developed areas outside the Regional Center designated area.

- (3) RC1 limited to a residential density of forty (40) units per acre
- (4) RC2 limited to a residential density of twenty (25) units per acre

(5) RC1 to include minimum ground floor non-residential uses along Rivergate Parkway and within 500 feet of the center points of Rivergate Parkway and secondary street intersections with the primary ground square footage limited to non-residential uses. Residential uses include the residential units and offices and accessory uses of the residential use

(6) RC2 to include minimum ground floor non-residential uses along Rivergate Parkway with the primary ground square footage limited to non-residential uses. Residential uses include residential units and offices and accessory uses of the residential use

(7) RC2 to include minimum ground floor non-residential uses on all properties and portions of properties within 500 feet of the center points of Rivergate Parkway and secondary street intersections with the primary ground square footage limited to non-residential uses. Residential uses include the residential units and offices and accessory uses of the residential use

(8) RC2 to include minimum ground floor non-residential use on all properties and portions of properties within a 300 feet radius measured from the center point of the Blue Bird Drive and Meadowlark Drive intersection with the primary ground square footage limited to non-residential uses. Residential uses include the residential units and offices and accessory uses of the residential use

(9) RC1 minimum lot area 30,000 square feet and minimum street frontage one hundred (100') feet

(10) RC2 minimum lot area 15,000 square feet and minimum street frontage seventy-five (75') feet

(11) RC1 and RC2 minimum building and parking lot open space setbacks are to be minimum of five (5') feet unless Planning Commission authorizes setbacks less than five (5') feet for streetscape and zero-lot line designs subject to available fire protection equipment, water supply, and emergency vehicle site access

(12) RC1 and RC2 building designs to meet the provisions of the Design Guidelines with ground floor designs to include pedestrian oriented street scape designs with glass store fronts when including non-residential uses and pedestrian and outdoor use designs. Building designs to include reduced mass and scale along streetscapes and at transitional building height zones. Building designs exceeding five (5) stories to include building step back or similar design features to allow sun light to reach adjacent sidewalks and designated open spaces.

f.) Street and Site Design.

- (1) All new streets and sidewalks adjacent to street to be public with interconnected street grid system with multiple connections and pedestrian oriented streetscape design with a minimum clear pedestrian sidewalk width of eight (8') feet along both sides of existing and new streets
- (2) Additional pedestrian connections to adjacent developments and public use areas within designated public right-of-way or public access easements

(3) All new utilities to be underground including main and service lines- Planning Commission may review relocation of existing lines with developments at the back or service area of the project.

(4) Minimum parking requirements can be met on-site or in a collective off-site shared private or public parking area except that all required residential use parking shall be met on-site only. A parking needs study may be submitted with the preliminary master plan for proposed reduced parking needs due to the intention of the Regional Center pedestrian oriented mixed-use design.

(5) All building loading and trash service areas to be located at the rear of the project with buildings constructed along streets for the intended street scape design.

(6) Storm water quality and quantity designs may be on-site or in shared collective off-site public or private facilities within designated public utility and drainage easements.

(7) Site landscaping limited to screening along the perimeter of parking areas, interior parking lot planting breaks, streetscape plantings including street trees per the landscaping requirements of the Zoning Ordinance. Buffer designs along the perimeter of the project property to be per the requirements of this section. The transitional buffers along the perimeter of the Regional Center Comprehensive Land Use Plan area to be a minimum fifteen (15') feet in width with solid wall or fence design with dense evergreen screen along the perimeter of the wall or fence. Planning Commission may review landscaping only screens when the available clear buffer width exceeds the minimum width. The minimum height of the wall, fence, evergreen planting screen height to be a minimum of eight (8') feet and maximum height of twelve (12') feet. Project buffers along property boundaries within the Regional Center Comprehensive Land Use Plan area to be determined based on the master plan design and adjacent property use and zoning. Designated buffer areas less than ten (10') feet in width to include a solid fence or masonry wall. Fence designs to include masonry column and base designs.

(8) Development signage limited to building wall, awning, and projecting signs. Ground signs limited to seven (7') feet in height and fifty (50') square feet except pole signs per the provisions of the City's Sign Ordinance section of Zoning Ordinance are permitted along Rivergate Parkway.

The Planning Commission during the master plan phase may approve alternative designs meeting the intention of the provision above due to property or adjacent property dimensions and conditions and right-of-way and easement limitations.

“EXHIBIT B”

[illegible]

*Mobile Home Park

**All such facilities are prohibited with the exception of Day Care Homes as defined in Section 14-1409(e)(2)(g) which shall be permitted by conditional use

***May be considered only when the PUD contains 200 dwelling units or more.

**** Interchange Overlay District limitation of uses per Ordinance 13-806. Retail limited to convenience market in relation to a fuel and service station.

**** Tourist Oriented Limited Manufacturing: Limited manufacturing permitted in CG and IR zoning districts and conditional use would only apply for alcoholic beverages.

High Technology Manufacturing, Assembly, and Processings per Ordinance# 12-784

INFORMATION EFFECTIVE ON SEPTEMBER 11, 2020 Check for any Zoning Ordinance Amendments or Updates after this date.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1016</u> A resolution to extend a license agreement with the Tennessee Department of Transportation for the right to install various landscape improvements in right of way owned by the State of Tennessee. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1016 Dept. of Origin: Administration For Agenda of: October 28, 2021 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 21-1016

SUMMARY STATEMENT:

A resolution to extend a license agreement with the Tennessee Department of Transportation for the right to install various landscape improvements in right of way owned by the State of Tennessee.

FINANCIAL SUMMARY:

The City of Goodlettsville does not pay the State to use their right of way for landscape improvements.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1016.

RESOLUTION NO. 21-1016

A RESOLUTION TO EXTEND A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE RIGHT TO INSTALL VARIOUS LANDSCAPE IMPROVEMENTS IN RIGHT OF WAY OWNED BY THE STATE OF TENNESSEE.

WHEREAS, the City of Goodlettsville entered into this license agreement in 2011, approved by Resolution 11-486, with the Tennessee Department of Transportation for the installation of various landscape enhancements located within the Right of Way owned by the State of Tennessee, and

WHEREAS, the installation of the landscape enhancements requires the city to enter into license agreement with The Tennessee Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT THE CITY SHALL EXTEND A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF ALLOWING THE CITY TO INSTALL LANDSCAPING WITHIN THE STATE OF TENNESSEE RIGHT OF WAY.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Mayor Rusty Tinnin

Date adopted: October 28, 2021

Attest:

City Recorder

Approved as to form and legality

City Attorney

This Instrument prepared by:

State of Tennessee
Department of Transportation
Region 3
6601 Centennial Blvd.
Nashville, TN 37243
(Local Government)

Project No. 19012-2104-44
I-65-3(15)88
Tract No. Multiple
Davidson County
Request No. 6628

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the ____ day of _____, 2021 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the CITY OF GOODLETTSVILLE, TENNESSEE (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises located in Davidson County, Tennessee and more specifically described in Exhibit A attached hereto and made a part hereof (hereinafter the “Licensed Premises”), to install, operate and maintain roadscape landscaping originally established as part of the 2011 Goodlettsville Roadscapes Grant to Goodlettsville, Tennessee; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. LICENSE – Licensee is hereby granted permission to use the Licensed Premises to install, operate and maintain the roadscape landscaping as originally established as part of the 2011 Goodlettsville Roadscapes Grant to Goodlettsville, Tennessee (hereinafter referred to as the “Improvements”).
2. USE OF LICENSED PREMISES - Licensee shall be permitted to use the Licensed Premises for the operation and maintenance of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. FEES – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. TERM – The License is a ten (10) year, renewable license which shall begin on September 15, 2021 and shall end on September 14, 2031.
5. ACCESS – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **FIRE HAZARD** - The Licensed Premises shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to State property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein,

Licence Agreement
Request No. 6628

Licencee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.

13. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licencee fail or neglect to comply with any term or condition of this Licence Agreement or to comply with written notice and demand, this Licence shall be subject to termination. In the event of such termination, Licencee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this Licence Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licencee.

14. **TITLE VI ASSURANCES** – The Licencee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Licence Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licencee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licencee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Licence Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licencee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licencee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this Licence, the Licencee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licencee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this Licence Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licencee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.

17. **ADJACENT PROPERTY** – Licencee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent

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property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).

18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this License Agreement acquire, permanent ownership or control over the Licensed Premises.
19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
20. **ASSIGNMENT** – This License shall not be transferred, conveyed or assigned to another party without prior written approval from the State at the following contacts.

TO THE LICENSEE:

City of Goodlettsville, Tennessee
105 South Main Street
Goodlettsville, Tennessee 37072

TO THE STATE:

State of Tennessee
Department of Transportation
Attn: Brian Dickerson
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

LICENSEE:

CITY OF GOODLETTSVILLE, TENNESSEE

By: _____ DATE: _____
Rusty Tinnin, Mayor
105 S. Main St.
Goodlettsville, TN 37072

APPROVED AS TO FORM
AND LEGALITY:

City Attorney
City of Goodlettsville, Tennessee

DATE: _____

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STATE OF TENNESSEE

By: _____ DATE: _____
Clay Bright, Commissioner
Tennessee Department of Transportation

APPROVED AS TO FORM
AND LEGALITY:

John Reinbold, General Counsel
Tennessee Department of Transportation

DATE: _____

EXHIBIT "A"

to LICENSE AGREEMENT between
THE STATE OF TENNESSEE
and the CITY OF GOODLETTSVILLE, TENNESSEE

Intersection 1 is located at I-65 and Long Hollow Pike in Goodlettsville, Tennessee. This intersection includes four quadrants of plantings: Northwest, Northeast, Southwest, and Southeast. All four quadrant plantings will be very similar in size, material, and design. They will be planted with trees, shrubs, and grasses.

The Long Hollow Pike/I-65 Interchange, Northwest quadrant is defined by its southeast corner 75' west of the centerline of I-65 at Station 592 + 00. Proceeding N21°23'50"W for 260', the northeastern point is located here. Proceed 20' S68°34'22"W. The western boundary proceeds from here 260' S02°46'35"W. Proceeding east 130' N79°22'32"E forms the southern boundary.

The Long Hollow Pike/I-65 Interchange, Northeast quadrant is defined by its southwest corner 75' east of the centerline of I-65 at Station 591 + 96.00. Proceeding N21°23'50"W for 255', the northwestern point is located here. Proceed 20' N68°24'06"E. The eastern boundary proceeds from here 200' S46°37'35"E. The western boundary continues 60' S37°53'43"E. Proceeding west 130' S63°33'26"W forms the southern boundary.

The Long Hollow Pike/I-65 Interchange, Southwest quadrant is defined by its northeast corner 75' west of the centerline of I-65 at Station 590 + 50.00. Proceeding S21°23'50"W for 250', the southeastern point is located here. Proceeding 40' S69°44'13"W creates the southern boundary. The western boundary proceeds from here 230' N47°00'08"E. The northwestern boundary continues from here 40' N05°02'25"W. Proceeding 120' N69°20'19"E forms the northern boundary.

The Long Hollow Pike/I-65 Interchange, Southeast quadrant is defined by its northwest corner 75' east of the centerline of I-65 at Station 590 + 50.00. Proceeding S21°23'50"W for 225', the southwestern point is located here. Proceeding 40' N69°15'54"E creates the southern boundary. The eastern boundary proceeds from here 235' N03°35'57"W. Proceeding 105' S69°20'19"W forms the northern boundary.

Intersection 2 is located one exit south of Intersection 1 at I-65 and Two Mile Parkway in Goodlettsville, Tennessee. This one also consists of four quadrants: Northwest, Northeast, Southwest and Southeast. The Northwest quadrant is divided into three pieces by an off ramp. These will be referred to as North Northwest, South Northwest, and West Northwest, reflecting their location within the Northwest quadrant. The Southeast quadrant will not include any plant material in this project. All three quadrants will be planted with trees, shrubs, grasses, and native wildflowers.

The Two Mile Parkway/I-65 Interchange, North Northwest quadrant is defined by its southeast corner 60' west of the centerline of I-65 at Station 536 + 10.00. The eastern boundary is formed by a curve 380' in length with a radius of 6,120'. From the northeastern corner, 40' N60°33'55"W defines the northern boundary. A 330' curve with a radius of 610' creates the western boundary. A 255' curve with a radius of 260' forms the southwestern boundary. From the end of this curve, the southern boundary is formed by 25' line in the S53°52'15"E direction.

The Two Mile Parkway/I-65 Interchange, South Northwest quadrant is defined by its southern-most corner 110' west of the centerline of I-65 at Station 531 + 88.00. Then, 85' in the N53°06'50"E direction forms the southeastern edge. Proceeding 150'

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N37°46'04"E creates the eastern boundary. From here, a 400' curve with a radius of 230' bounds the area to the north. At this point, a 335' curve with a 200' radius defines the western edge. The final boundary proceeds from here 280' S15°27'44"E.

The Two Mile Parkway/I-65 Interchange, West Northwest quadrant is defined by its southern-most point 420' west of the centerline of I-65 at Station 533 + 80.00. A 220' curve with a 265' radius bounds the area to the east. From this point, 80' S79°39'39"W forms the northern edge. A 130' curve with a radius of 88' bounds the area to the west. Finally, 70' S20°24'43"E creates the southern boundary.

The Two Mile Parkway/I-65 Interchange, Northeast quadrant is defined by its southwestern point 70' east of the centerline of I-65 at Station 530 + 30.00. Proceeding 100' S18°52'30"E forms the southern boundary. From here, a 55' curve with a radius of 50' connects to the eastern boundary. This eastern boundary runs 310' N10°30'31"E. From here, the western boundary runs 220' S35°32'36"W.

The Two Mile Parkway/I-65 Interchange, Southwest quadrant is defined by its northeastern point 75' west of the centerline of I-65 at Station 530 + 00.00. Proceed 245' N18°29'05"W. The northern boundary is formed by 17' S83°46'17"W. The western boundary is 300' S02°33'31"W. Finally the southern boundary is 45' S53°41'23"E.

The Long Hollow Pike/I-65 Interchange, Northwest quadrant is 18,754 square feet.

The Long Hollow Pike/I-65 Interchange, Northeast quadrant is 20,034 square feet.

The Long Hollow Pike/I-65 Interchange, Southwest quadrant is 23,574 square feet.

The Long Hollow Pike/I-65 Interchange, Southeast quadrant is 16,198 square feet.

The Two Mile Parkway/I-65 Interchange, North Northwest quadrant is 43,015 square feet.

The Two Mile Parkway/I-65 Interchange, South Northwest quadrant is 99,963 square feet.

The Two Mile Parkway/I-65 Interchange, West Northwest quadrant is 8,413 square feet.

The Two Mile Parkway/I-65 Interchange, Northeast quadrant is 16,296 square feet.

The Two Mile Parkway/I-65 Interchange, Southwest quadrant is 20,442 square feet.

This information was obtained using base maps TDOT Roadway Plan Sheets No. 4A and 7A, Project No. IM-65-3(89)95, year 1996.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1017</u> A resolution to enter a professional services contract for design and documentation preparation for traffic signalization projects funded through a CMAQ (Congestion Mitigation and Air Quality) Grant. <u>PRESENTED BY:</u> Tim Ellis, City Manager Jeff McCormick, Public Works	Agenda Item: Resolution 21-1017 Dept. of Origin: Administration For Agenda of: October 28, 2021 Originator: Tim Ellis Cost of Item: Project 100% funded through CMAQ Grant \$3,005,000.00
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AGENDA ITEM ATTACHMENTS:

Resolution 21-1017

SUMMARY STATEMENT:

A resolution to enter a professional services contract with Kimley-Horn & Associates for design and documentation preparation for traffic signalization projects on Long Hollow Pike, Main Street, US 31 & 41 corridors funded through a CMAQ Grant.

FINANCIAL SUMMARY:

This project is 100% funded through the CMAQ Grant in the amount of \$3,005,000.00

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1017.

RESOLUTION NO. 21-1017

**A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR DESIGN
& DOCUMENTATION PREPARATION FOR TRAFFIC SIGNALIZATION PROJECTS
FUNDED THROUGH A CMAQ (CONGESTION MITIGATION AND AIR QUALITY) GRANT**

WHEREAS, the City of Goodlettsville is the grantee of a federal Congestion Mitigation and Air Quality (CMAQ) grant administered under contract with the City by the Tennessee Department of Transportation (TDOT), and

WHEREAS, proceeds from the grant will be used by the City for traffic flow improvements, traffic signal upgrades, and traffic signal coordination along the Long Hollow Pike Main Street, US 31 & 41 corridors, and

WHEREAS, a requirement of the grant contract is that the City will secure engineering consulting services for design and documentation preparation, and

WHEREAS, the City has advertised for, received and evaluated proposals for those services, and

WHEREAS, it is determined that the firm of Kimley-Horn & Associates is best able to assist the City with its requirements of the TDOT contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, THAT THE CITY IS AUTHORIZED TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR DESIGN AND DOCUMENTATION PREPARATION SERVICES FOR TRAFFIC SIGNALIZATION PROJECTS FUNDED THROUGH A CMAQ (CONGESTION MITIGATION AND AIR QUALITY) GRANT.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

ADOPTED: October 28, 2021

Mayor Rusty Tinnin

Attest:

City Recorder

Approved as to form and legality.

City Attorney



October 22, 2021

Jeff McCormick, Director of Public Services
City of Goodlettsville
Public Works Department
215 Cartwright Street
Goodlettsville, Tennessee 37072

RE: Professional Services Agreement
Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades – Phase III
TDOT PIN Number: 130749.00
Federal Project Number: CM-REG2(207)
State Project Number: 19LPLM-F0-176
Goodlettsville, Tennessee

Dear Mr. McCormick:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”), is pleased to submit this letter agreement (the “Agreement”) to the City of Goodlettsville (“the Client”) for professional consulting services for the above-referenced project.

SCOPE OF SERVICES

Based on the information provided, we understand that the City of Goodlettsville wishes to improve traffic operations through continued upgrades to their Advanced Traffic Management System (ATMS) including adaptive signal control technology (ASCT), reconstruction of signal infrastructure, and the optimization of signal timings for three (3) arterial corridors within the City limits: State Route (SR) 174 (Long Hollow Pike), Main Street (SR 11/US 31W/US 41) and Conference Drive. The scope of this project builds upon improvements that were made in Phase I and Phase II. The improvements completed by Phase I were primarily along Long Hollow Pike and included the installation of fiber optic cable, the replacement of traffic signal heads, and the installation of countdown pedestrian signal heads. The improvements associated with Phase II include new signal controllers and cabinets, flashing yellow arrows, updated ADA compliant curb ramps, reconstruction of two signals to mast arms and the establishment of a traffic operations center. The signalized intersections associated with Phase III are as follows:

1. Main Street (SR 11/US 31W/US 41) at Memorial Drive
2. Main Street at Old Springfield Pike
3. Long Hollow Pike (SR 174) at Main Street
4. Long Hollow Pike at Cartwright Street
5. Long Hollow Pike at I-65 Southbound Ramps
6. Long Hollow Pike at I-65 Northbound Ramps

7. Long Hollow Pike at Conference Drive/East Cedar Street
8. Long Hollow Pike at Northcreek Boulevard
9. Long Hollow Pike at Caldwell Drive
10. Long Hollow Pike at Loretta Drive
11. Conference Drive at Vietnam Veterans Boulevard (SR 386) Westbound Ramp
12. Conference Drive at Mission Ridge Drive
13. Conference Drive at Windsor Green Boulevard
14. Conference Drive at Northcreek Boulevard
15. Conference Drive at Northgate Circle

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 City of Goodlettsville staff, project status and review meetings, preparing and distrusting reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Kick-off Meeting

Kimley-Horn will coordinate and facilitate a kick-off meeting with City of Goodlettsville staff after the official notice-to-proceed (NTP) has been received. The purpose of this meeting will be to introduce the participants to the project, review project scope, discuss key issues, and identify other issues so they can be resolved early in the process.

Along with City staff, project stakeholders such as the Great Nashville Regional Council GNRC, the Tennessee Department of Transportation (TDOT), The City of Goodlettsville's CEI consultant, and Nashville Electric Service (NES) can be invited to participate in the kick-off meeting, project meetings, and/or conference calls as deemed appropriate by City staff.

Task 1.2 –Project Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings, up to three (3), at a location in the City of Goodlettsville (to be determined by City staff). Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City of Goodlettsville staff. Kimley-Horn will prepare and distribute both meeting agendas and meeting minutes for each meeting. These meetings are as follows:

- Project Kick-off Meeting
- Project Status Meeting 1 (following completion of data collection efforts or following completion / submittal of the preliminary plans package)
- Project Status Meeting 2 (prior to submittal of the final plans / bid documents)

*Task 1 Deliverables: Meeting Agendas, Meeting Minutes, Action Items
Invoices on a Monthly Basis*

Task 2 – Environmental Documentation Services

Given the limited nature of the proposed construction, the improvements for this project are a likely candidate for classification as a “Programmatic Categorical Exclusion” as described in 23 CFR Part 771.117(d). 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 FHWA will determine the level of documentation and technical studies required for this project.

Based on the assumption that TDOT and FHWA will determine that a Categorical Exclusion (CE) document is appropriate for this project, Kimley-Horn will prepare the CE document in accordance with the *Tennessee Environmental Procedures Manual* and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*. 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 acceptance.

If it is determined that additional technical studies beyond those described above are required, or that a Programmatic Categorical Exclusion is not applicable for this project, any additional required technical studies will be performed after authorization by the City in accordance with the Additional Services clause of this agreement.

*Task 2 Deliverables: Preliminary and Final Environmental Documentation (PDF format)
Correspondence and submittals to various regulatory agencies (PDF format)*

Task 3 – Data Collection Services

This task will encompass the collection of base mapping necessary for the development of the design plan sheets and the necessary traffic data collection services for the project. Furthermore, it will consist of field visits to determine communications routing and/or line-of-sight, as well as an intersection and cabinet equipment inventory. In addition, field visits will be performed at the project intersections and along the project corridors to identify signal infrastructure improvements, signal phasing / sequencing upgrades, and communications routing options. Additionally, this task will comprise the collection of traffic counts and signal timing settings necessary to complete signal timing coordination as well as the observation of existing field conditions.

Task 3.1 – Assemble Base Mapping and Survey

This sub-task includes the initial coordination with the City to acquire the base mapping for the project consisting of underground utility locations, electric utility pole locations, right-of-way / parcel data, and roadway data. At this time, it is anticipated that a scale of 1:100 will be used for the communications design. It is also anticipated that 22” x 34” plan sheets will be developed for this design (this translates to 1:200 scale for half-size plans (11” x 17”) plan sheets. Geographic Information System (GIS) files received from the City or in coordination with the City will be converted into MicroStation format and modified into a format suitable for use as base mapping.

Once the appropriate base mapping has been received and finalized for use with this project, Kimley-Horn will assemble the base mapping to use as the design plan sheets. This consists of the following:

incorporating additional mapping, cutting and arranging the base mapping onto plan sheets, creating match lines, labeling route numbers / interchanges / adjacent roadways within the base map limits, developing title blocks, and development of a station line for the corridor (if deemed necessary).

Additionally, our sub-consultant will prepare a topographic survey for up to three (3) intersections for ADA curb ramp improvements and signal reconstruction. These intersections will be surveyed consisting of up to 400 linear feet (LF) of coverage on the main street and up to 200 LF on the side street approaches. The survey width will extend approximately 20 LF beyond the existing right-of-way limits. The survey will consist of the collection of roadway, right-of-way / easement, utility, traffic control (signs, signals, markings), and other existing features found within the project limits deemed necessary for design purposes. The survey will be drawn in MicroStation, use the Tennessee State Plane Coordinate System and appropriate local vertical controls, and follow TDOT survey standards. The survey shall consist of necessary data to redesign curb ramps and sidewalks to ADA standards by capturing point on that back of sidewalk, curb face, and edge of the travel way. If deemed necessary, a station line for the corridors will be developed.

Task 3.2 – Communications Routing Data Collection

Where necessary, Kimley-Horn will take the base mapping into the field and identify a preliminary routing plan for any proposed aerial and underground communications / signal interconnect. During this walk-through review, Kimley-Horn will collect pole identification data (if available) and visually observe the pole route in an effort to determine if there will be conflicts (spacing and/or clearances) with existing overhead utilities. Observable conflicts (from ground level) potentially needing utility make ready (UMR) adjustments will be documented during this field visit. However, Kimley-Horn will not document existing franchise utility connection heights. Rather, potential adjustments that can be viewed from ground level will be documented. UMR adjustments necessary for any communications / signal interconnect construction will be considered additional services.

Kimley-Horn will visit the utility pole route along the preliminary cable routing where the new communications cable is proposed to be attached. Kimley-Horn will perform the following tasks along:

- Record the location of the pole using field measurements to existing physical features (if it is not already included in the GIS mapping provided by the City)
- Record the pole owner, identification number, pole type (if available)

Kimley-Horn will prepare pole data sheets in the field for each utility pole along the preliminary routing. The data will consist of hand notes provided on data collection sheets, which are developed by Kimley-Horn. Kimley-Horn will also review the proposed drop cable paths to reach and access the signal cabinets' connection to the proposed trunk fiber interconnect.

Task 3.3 – Field Inventories and Observation

Field inventories will be performed by Kimley-Horn at each intersection to confirm signal phasing, signal head displays, existing geometry, lane widths, turn-bay storage lengths, approach and corridor speed limits, adjacent land uses, distances between signalized intersections, and other physical features deemed pertinent to the project. Photographs will also be taken for each approach of each intersection

within the signal system. Kimley-Horn will perform a field visit to each traffic signal during the peak periods. During this time, Kimley-Horn will observe existing platooning and progression of the traffic, confirm existing timing plans (cycle lengths, phasing sequences), observe queuing patterns, identify and monitor traffic flow patterns, and monitor sub-peaks within the peak periods.

Kimley-Horn will review and field verify the intersection / cabinet inventory data for the project intersections. The following information at each intersection shall be collected via field notes and photographs:

- Physical layout of the signal cabinet
- Equipment contained in the signal cabinet
- Electrical service arrangement
- Location of existing pedestrian features
- Signal controller phasing
- Signal head arrangement
- Existing conduit entrances

Permission and access to the City's traffic signal cabinets will be required for this effort. Furthermore, a copy of any as-built signal plans that the City has available along the project corridors will be requested at this time as well.

Task 3.4 – Traffic Data Collection

Kimley-Horn staff, together with a data collection sub-consultant we frequently utilize, will perform traffic data collection efforts necessary for this project. Kimley-Horn will review existing data available from the City of Goodlettsville and TDOT to determine its usefulness for this project. The chosen sub-consultant's staff will collect turning movement counts at the study intersections for the following peak periods:

- Weekday AM peak (7:00 – 9:00)
- Weekday Mid-Day (MD) peak (11:00 – 13:00)
- Weekday PM peak (16:00 – 18:00)

Directional ADT tube counts will also be acquired along each of the corridors from TDOT.

Task 3 Deliverables: Turning Movement Counts (where necessary)
Utility Pole Data Sheets (where necessary)

Task 4 – System Engineering Analysis Documentation

Consistent with FHWA and TDOT Intelligent Transportation Systems (ITS) documentation requirements, Kimley-Horn will prepare the required Systems Engineering Analysis (SEA) documentation to address the following items identified in TDOT's *Traffic Design Manual*:

- Define the scope of the project
- Compliance with the Nashville Area Regional ITS Architecture
- Identification of participating agencies' roles and responsibilities

- Identify functional requirements
- Analysis of alternative system configurations
- Procurement options
- Identify applicable ITS standards
- Integration, testing, and system verification
- Prepare traceability matrix for documenting compliance / testing
- Provide change order management control
- Prepare operations and maintenance plan
- Provide ITS architecture revision documentation

Each of the 12 items listed above will be incorporated into a technical memorandum report and submitted to the City and TDOT for review / approval. Additionally, the installation of a traffic adaptive signal system will require a more substantial SEA to be developed per FHWA guidelines. The following is a list of adaptive items to be included in the SEA.

- Scope of adaptive control
- Adaptive User-oriented operation description
- Adaptive operational needs
- Adaptive system overview
- Adaptive operational environment
- Adaptive support environment
- Adaptive Operational Scenarios
- Adaptive Requirements and Method of Verification
- Adaptive traceability Matrix
- Conducting verification of adaptive systems
- Adaptive Verification Identification

Task 4 Deliverables: Preliminary and Final SEA (PDF format)

Task 5 – Preliminary ATMS Design Phase Services

This task will encompass the preliminary communications design, preliminary construction plans package, preliminary engineer's opinion of probable cost, preliminary special provisions, and preliminary submittal and review.

Task 5.1 – Preliminary Communications Design

The communications design will be based upon examination of field conditions and the expressed needs of the City. Kimley-Horn will design the chosen communications architecture to support the proposed and future bandwidth requirements of the network.

Task 5.2 – Preliminary Construction Plans

The framework for the construction plans will resemble those Kimley-Horn has previously prepared for the Tennessee Department of Transportation (TDOT) Intelligent Transportation System (ITS) projects. The sheets will conform to TDOT's standard sheets in size and design. The construction plans will conform to any applicable City of Goodlettsville standards, TDOT current standards, and TDOT

Roadway Design Guidelines. The plans will be prepared suitable for competitive bidding for the City and will consist of the following:

- Cover sheet, index sheets, legend, general notes
- Estimated Quantities Sheet
- TDOT Standard Roadway Drawings Sheet
- General / Special Notes / Utility Contacts
- Controller and/or cabinet replacement details / notes
- Signal head replacement details / notes
- Signal conductor wiring replacement details / notes
- ITS Communications Routing
- Fiber Splicing Diagrams (if necessary)
- Signal infrastructure design / modifications (i.e. new signal poles, new conduit / pull boxes)
- Traffic Sign / Pavement Marking Sheets
- Pedestrian signal modifications / additions
- Additional and/or enhanced detection system(s) to accommodate advanced traffic monitoring
- Other changes or modifications identified in the operational analysis portion of the project that are deemed feasible for construction

The chosen modifications will be first based upon deficiencies found during the data collection task in Task 3 and second based upon the construction funding available to build the signal upgrades / modifications.

Task 5.3 – Preliminary Engineer's Opinion of Probable Cost

Kimley-Horn will prepare a detailed engineer's opinion of the probable construction cost of the communications design and signal improvements as defined by the plans and technical specifications. The opinion of probable cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available.

Task 5.4 – Preliminary Special Provisions

This subtask develops the outline and primary content of the special provisions that will be used for the final bidding and construction documents. It is understood that the TDOT *Standard Specifications for Road and Bridge Construction* and the special provisions used for previous ITS projects will serve as a base for the special provisions for this project. It is further anticipated that this base information will be augmented and reformatted by Kimley-Horn to meet the particular needs of this project. Special provisions will be developed for the following items:

- Traffic Operations Center (TOC) equipment
- 360-degree vehicle video detection cameras
- Traffic Signal Cabinets
- Cellular Vehicle-to-Everything Communications (C-V2X) / Dedicated Short Range Communications (DSRC)

Task 5.5 – Preliminary Submittal and Review

This subtask consists of the preparation of a preliminary construction plans package and submittal to the City for review.

Task 5 Deliverables: *Preliminary Construction Plans package (PDF format)*
 Preliminary Engineer's Opinion of Probable Cost (PDF format)
 Preliminary Special Provisions (PDF format)

Task 6 – Final ATMS Design Phase Services

This task will encompass the final communications and signal modification design, final construction plans package, final engineer's opinion of probable cost, final special provisions, and final submittal and review.

Task 6.1 – Final Communications and Traffic Signal Modifications Design

Kimley-Horn will coordinate with the City regarding any comments and recommended revisions from the preliminary construction plans package. The comments and recommended revisions will be incorporated into the design efforts from Task 5.

Task 6.2 – Final Construction Plans

After comments and issues have been received and addressed, Kimley-Horn will prepare a final plan set for submittal to the City. This subtask extends the design efforts in Task 5 and produces a final construction plans package that consists of updated plan sheets, detail sheets, and related design sheets that were submitted in the preliminary construction plans submittal.

Task 6.3 – Final Engineer's Opinion of Probable Cost

The final engineer's opinion of probable cost will be developed consistent with the format established in Task 5.

Task 6.4 – Final Special Provisions

Kimley-Horn will coordinate with the City regarding any comments and recommended revisions that were received on the preliminary special provisions. After comments and issues have been received and addressed, Kimley-Horn will prepare a final special provisions document for submittal to the City. This subtask refines and completes the content of the special provisions outlined in Task 5.

Task 6.5 – Final Submittal and Review

This subtask consists of the preparation of a final construction plans package and submittal to the City for review.

Task 6 Deliverables: *Final Construction Plans package (PDF format)*
 Final Engineer's Opinion of Probable Cost (PDF format)
 Final Special Provisions (PDF format)

Task 7 – Pre-Bid Phase Services

Kimley-Horn will assist the City with the following pre-bid phase tasks: bid documents preparation, DBE goal setting, and proposal contract preparation. Each is described below.

Task 7.1 – Final Sealed Construction Plans for Bidding

Upon receipt of final comments from the City, Kimley-Horn will finalize the plans, special provisions and materials estimates to be incorporated into bidding documents. It is anticipated that Kimley-Horn will coordinate with the City in providing reproducible originals in hard copy and electronic file format to the appropriate personnel for bid document preparation. Kimley-Horn will coordinate with the City to confirm that plans / special provisions match procurement procedures. The final design plans will be submitted on one 22" x 34" bond set signed and sealed by a State of Tennessee registered Professional Engineer.

Task 7.2 – DBE Goal Setting

Given the construction budget for this project, the City will be required to set goals for disadvantaged business enterprise (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 the City and TDOT for review and to seek approval.

Task 7.3 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract (i.e. Bid Book) in accordance with TDOT Office of Local Programs standards. It is assumed that Kimley-Horn will not prepare separate stand-alone technical specifications for the project, and that the TDOT specifications shall be used. Kimley-Horn will only prepare technical specifications for those items that are not covered by the TDOT specifications as prepared as part of Task 6. 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.

Task 7.4 – Permitting

Kimley-Horn will coordinate with utility companies providing water, sewer, gas, electric, cable and telephone in the project area. Each utility company will be provided with a set of plans to review for potential conflicts. Considering the project type, it is assumed that there will not be conflicts with the proposed project and utilities and that each utility company will be able to provide a "no-conflict" letter. The plans and each utility "no-conflict" letter will be sent to the TDOT Utility office requesting Utility Certification.

Kimley-Horn will also send the plans to the TDOT Right-Of-Way Division requesting right-of-way certification, as we do not anticipate that any right-of-way and/or easements will be required for this project.

It is assumed that no environmental permits are necessary for this project. Under this assumption, Kimley-Horn will send the plans to the Tennessee Department of Environment and Conservation (TDEC) requesting verification that no environmental permits are necessary. Kimley-Horn will then submit the plans and verification from TDEC to the TDOT Environmental Division requesting environmental certification.

Task 7.5 – TDOT Local Programs Development Office Review

The proposal contract, consisting of the plans and the engineer's opinion of probable construction cost, will be submitted to the TDOT Office of Local Programs seeking approval and authorization for the City to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver up to five (5) bond copies of the plans and Proposal Contract to the City.

Task 7 Deliverables:

- Final Sealed Construction Plans package for Bidding (five (5) hard copies and PDF format)*
- Final Engineer's Opinion of Probable Cost (PDF format)*
- Final Special Provisions (PDF format)*
- Final Bid Book (five (5) hard copies and PDF format)*

Task 8 – Bid Phase Services

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. The City will be responsible for advertising the bid. Kimley-Horn 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 the City 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 seeking review and approval to award the contract to the lowest responsive bidder.

Task 8 Deliverables:

- Bid Advertisement (MS-Word format)*
- Pre-Bid Meeting Agenda (PDF format)*
- Bid Addenda, as needed (PDF format)*
- Written Summary of Bid Tabulation and Evaluation (PDF format)*

Task 9 – Signal Timing Optimization Services

Nearing the end of the ATMS design phase, Kimley-Horn will prepare optimized timing plans for the corridors as well as adaptive traffic signal parameters for McCain's Transparency Adaptive signal control system. Kimley-Horn will work with the McCain vendor to determine what those parameters entail.

Task 9.1 – Timing Plan Development Services

Kimley-Horn will prepare up to four (4) timing plans for each of the signalized corridors as follows:

- Weekday AM Peak timing plan
- Weekday MD Peak timing plan
- Weekday PM Peak timing plan
- Fourth timing plan – if necessary (to be determined based upon data collection efforts – off peak, weekend peak, or seasonal/special event peak)

The timing plans for the adaptive system will operate as back-up plans in the event that the adaptive system is non-operational for a period of time.

Task 9.2 – Local Controller Settings Development

Using the criteria set forth in the Institute of Transportation Engineer's (ITE) *Manual of Traffic Signal Design* and the Federal Highway Administration's (FHWA) *Manual on Uniform Traffic Control Devices*, Kimley-Horn will calculate and recommend values for the following local controller settings (minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time). These values will be tabulated in a spreadsheet format and shared with City staff for review and comment.

Task 9.3 – Determine System Boundaries

Kimley-Horn will evaluate signal system boundaries along the corridor. We will use the following criteria when choosing boundaries:

- ADT and TMC count data
- Signal spacing
- Cycle length requirements
- Driver expectancy
- Existing features (line of sight, topography, etc.)
- *Synchro* coordinatability factors
- Coupling Index ($I = V/D$, where D = distance, V = link volume, and I = coupling index). The need for coordination between any two signals is directly proportional to the traffic volume and inversely proportional to the distance between the two signals.
- Information gathered during field observations

Task 9.4 – Cycle Length Evaluation

Kimley-Horn will begin the retiming process by performing peak hour cycle length evaluations in *Synchro* by evaluating the natural cycle lengths and coordinatability factors for each signal. Using evaluations from *Synchro* along with knowledge gained via observations in the field, a cycle length will be recommended for each timing plan. Preliminary cycle length recommendations will be tabulated for staff review along with accompanying remarks. This information will then be provided to City staff and agreed upon prior to further timing plan development.

Task 9.5 – Cycle, Split, Offset, and Phase Sequence Development

Once the cycle lengths for each period have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Next, phase sequencing and offset manipulation will be analyzed to maximize the arterial greenbands. Recommended timing plans will be reviewed by City staff and approved prior to field implementation via Project Status Meeting 3.

Task 9.6 – Coding Sheet and TOD Clock Development

Using the ADT counts gathered in Task 3, Kimley-Horn will develop a Time-of-Day (TOD) clock for each signal system to determine the optimal timing plan for each hour of a typical weekday and

weekend day. Furthermore, we will transfer the recommended timings for each intersection per timing plan into a coding sheet format that is compatible with the City's signal controllers.

Task 9.7 – Field Implementation Services

Kimley-Horn will provide coding sheet data to City staff in electronic format consistent with the City's new ATC signal controllers and signal software. Kimley-Horn and City staff will conduct field observations of each signalized intersection. Using the Time Space Diagrams (developed in *Synchro*) for each signal, the coordinated timings will be verified as to effectiveness and fine-tuned as necessary. Progression, as well as split times, may be adjusted based on this observation. During field implementation any immediate adjustments recognized will be made that day in the field. These adjustments will be communicated to City staff so that they can be edited in the City of Goodlettsville's system or changed directly at the local controller by Kimley-Horn staff. Any changes will also be documented via a field implementation memo, and the *Synchro* files will be updated accordingly.

Task 9 Deliverables: *Field Implementation Notebook (Printed)*

Task 10 – Construction Support Services

Kimley-Horn will provide technical support to the City of Goodlettsville and their Construction Engineering and Inspection (CEI) consultant serving as the Engineer of Record. Kimley-Horn's construction support services will be limited to attending construction meetings; responding to shop drawing / submittal reviews, Contractor Requests for Information (RFI) and minor design revisions; and assisting with software integration 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 nine (9) – twelve (12) month duration.

Task 10.1 – Pre-Construction / Construction Progress Meetings

Kimley-Horn will attend the Pre-Construction Conference and up to four (4) Construction Progress Meetings through the construction phase of the project, as requested by the City of Goodlettsville. It is our understanding that the CEI Consultant will lead these meetings.

Task 10.2 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to no more than ten (10) Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 10.3 – Contractor Request for Information (RFI) Response

The purpose of Kimley-Horn's 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 City of Goodlettsville. These efforts will consist of preparation and documentation time associated with each activity. A total of up to four (4) RFI's and up to four (4) on-site visits have been budgeted for this sub-task.

Task 10.4 – Minor Design Modifications

Kimley-Horn staff will allocate up to 40 hours to evaluate requests for minor design modifications initiated either by the City of Goodlettsville or the Contractor. If appropriate, Kimley-Horn will prepare minor design addendum to document and clarify resulting contract change orders. A total of up to four (4) minor design modifications have been budgeted for this sub-task.

Task 10.5 – Integration Support Services

The purpose of this task will be to integrate the proposed software with the nineteen (19) traffic signals on the corridors. Kimley-Horn efforts will consist of coordinating with City of Goodlettsville Information Technology (IT) staff, the Contractor, and the central software vendor to facilitate technical discussions / decisions regarding the integration of the system. Integration monitoring and oversight activities will be the responsibility of the selected systems vendor, the prime Contractor, and other parties.

Task 10.6 – Testing for Acceptance

Concerning ITS and traffic signal equipment, Kimley-Horn will review the project testing plan developed by the Contractor consisting of project testing and acceptance procedures necessary to demonstrate compliance with the technical requirements as outlined in the project technical special provisions and plans. Kimley-Horn will review the testing provided by the Contractor in the field as defined in the Contract, Plans or Special Provisions and document system performance requirement compliance. System testing consists of a series of progressive tests at a number of milestone stages during the system deployment. Project milestones will consist of bench testing of components prior to installation, bench test of a system mock-up prior to installation of field equipment, standalone site tests of individual components following field installation, conditional acceptance system test following complete system deployment, and monitoring of performance during a prescribed “burn-in” period following conditional system acceptance. All testing will be provided by the Contractor. Kimley-Horn will review the testing results and provide feedback / documentation to the City of Goodlettsville.

Assuming an up to 12-month total construction schedule, an average of 20 hours per month has been estimated for Kimley-Horn assistance serving as the Engineer of Record for a total of 240 hours.

Task 7 Deliverables: Shop Drawing / Submittal Review Correspondence (PDF format)
Contractor RFI Responses (PDF format)
Minor Design Modifications (PDF format)

Task 11 – Additional Services

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

- Additional environmental studies outside of those describe above
- Intersection / roadway design services
- Right-of-Way services
- Additional traffic data collection (TMC / ADT)
- Additional traffic engineering analyses

- Additional signal timing services outside of those detailed above
- Additional signal system design outside of the corridors referenced
- Additional bid phase and pre-construction services should the City decide to bid the project multiple times
- Complete Construction Engineering Inspection (CEI) Services
- Attendance at review meetings and / or public hearings
- Utility Make Ready design
- Others as requested by the City

INFORMATION PROVIDED BY CLIENT

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

- Existing GIS and/or digital photography data for the project area
- As-built traffic signal plans or file drawings (if available)

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SCHEDULE

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

Task	Milestone
Environmental Documentation Submittal	We will begin this task following signed contract with the City of Goodlettsville. Agency letters will be submitted within 30 days and the final environmental document will be submitted within 30 days of receiving feedback from each state / federal agency. It is assumed that the overall environmental process will take at least 90 days depending on the timeframe of review from State and Federal agencies
Surveying, Data Collection, and Field Work	This will be completed within the first 60 days following signed contract with the City of Goodlettsville. This task will run concurrently with the Environmental documentation task.
Systems Engineering Analysis (SEA)	90 days following signed contract with the City of Goodlettsville. This task will run concurrently with the Environmental documentation and surveying / data collection task.
Preliminary Design Submittal	120 days following signed contract with the City of Goodlettsville. This task will run concurrently with the Environmental documentation, surveying / data collection and SEA tasks.
Final Design Submittal	90 days following TDOT NTP for final design
Bid Documents	Submittal of all documents will occur within 60 days following consolidated comments from the City and TDOT and issuance of TDOT NTP for Right of Way (following TDOT approval of Final Design Plans). This task also consists of TDOT Right of Way Certification, TDOT Utility Certification and TDOT Environmental permit certification.
Bid Phase Services	Beginning after TDOT NTP for construction

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

FEE AND BILLING

Kimley-Horn will perform the NEPA (PE-N) and Design (PE-D) phase services described in Tasks 1 through 8 for the total lump sum fee below. Individual task amounts are informational only.

Task 1 – Project Coordination Services	\$22,900
Task 2 – Environmental Documentation Services	\$12,100
Task 3 – Data Collection Services	\$44,200
Task 4 – Systems Engineering Analysis Documentation	\$17,300
Task 5 – Preliminary ATMS Design Phase Services	\$84,500
Task 6 – Final ATMS Design Phase Services	\$80,100
Task 7 – Pre-Bid Phase Services	\$8,400
Task 8 – Bid Phase Services	\$11,500

PE-N / PE-D Tasks Subtotal (Tasks 1-8, Total Lump Sum):	\$281,000
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These NEPA / Design tasks will utilize funds from the current project NEPA (PE-N) and Design (PE-D) phases which are detailed in the City's Contract with TDOT.

Kimley-Horn will perform the services described in Tasks 9 & 10 for the total lump sum fee below.

Task 9 – Signal Timing Optimization Services	\$87,700
Task 10 – Construction Support Services	\$53,300

Construction Task Subtotal (Tasks 9-10, Total Lump Sum):	\$141,000
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These construction tasks will utilize funds from the Construction (CONST) phase of the City's contract with TDOT.

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

Kimley-Horn will perform the services described in Task 11 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 11 will not be performed without authorization from you.

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

CLOSURE

In addition to the matters set forth herein, our Agreement shall consist of the terms and conditions and be subject to, and only to, the City of Goodlettsville's amended Agreement A-E Standard – Agreement for Design Services, which are incorporated by reference. As used in the Agreement, "Engineer" shall refer to Kimley-Horn and Associates, Inc., and "City" shall refer to the **City of Goodlettsville, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

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We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Terrance Q. Hill, P.E. (GA & VA)
Project Manager



Christopher D. Rhodes, P.E.
Vice President

Attachment – Amended Agreement A-E Standard – Agreement for Design Services

Agreed to this 22nd day of October, 2021.

Goodlettsville, Tennessee
A City Government

By: _____

(Date)

(Print or Type Name)

Title: _____
(Member or Manager, as authorized)

(Email Address)

_____, Witness
(Print or Type Name)

AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT, made and entered into as of the 21st day of October, 2021 by and between **the City of Goodlettsville, Tennessee** (hereinafter referred to as "**The City**") and **Kimley-Horn and Associates, Inc.**, a corporation organized and existing under the laws of the State of Tennessee and authorized to conduct business within the State of Tennessee, (hereinafter referred to as "**Engineer**").

W I T N E S S E T H:

WHEREAS, The City from time to time requires professional Engineering services in connection with the planning, construction, operation, maintenance, management and financing of the infrastructure owned and operated by The City; and

WHEREAS, the Engineer is willing to serve as The City's professional Engineering consultant in those assignments to which this Agreement applies, and in such capacity is willing to give consultation and advice to The City during the performance of Engineer's services under the terms and conditions of this Agreement, as supplemented by a written authorization signed by The City and the Engineer (the "Authorization") for each project authorized (the "Project") under this Agreement.

NOW, THEREFORE, The City and the Engineer mutually agree as follows:

ARTICLE 1

AUTHORIZATION AND SCOPE OF SERVICES

1.1. The services to be performed on any Project shall be undertaken only upon the execution of an Authorization by The City and Engineer for that Project. The Authorizations for all Projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof.

1.2. The scope of services to be performed by the Engineer for any Project shall be specified on the Authorization for that Project. The Engineer shall manage the Engineer's services, consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the City. The Engineer shall coordinate its services with those services provided by the City and the City's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's consultants. The Engineer shall provide prompt written notice to the City if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.3. The Engineer may perform portions of its services under this Agreement through subcontractors; provided, however, that (i) before services are begun under any subcontract it shall be approved in writing by The City as to the form, content, cost and identity of the subcontractor; (ii) all of Engineer's contracts with his subcontractors shall be in writing, signed by both parties, and shall include the following provision: "The City is intended to be a third party beneficiary of this Agreement," and (iii) Engineer shall be responsible to City for the services furnished to Engineer by any subcontractor to the same extent as if Engineer had furnished the service itself. Engineer also agrees to coordinate, and resolve any inconsistencies in its services and the services of its subcontractors. In the event of the use of a subcontract(s) it is understood that the obligations and requirements set forth in Article 6 - Service Standards and Article 7 - Insurance shall apply to the subcontractor(s). Consent to sublet, assign or otherwise dispose of any portion of the services to be performed under any Authorization shall not

be construed to relieve the Engineer of any responsibility for the fulfillment of his obligations under this Agreement.

1.4 Engineer shall provide a design which, when constructed in accordance with all drawings and specifications and other documents prepared by Engineer for the Project, will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, restrictions or requirements of record, building, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements"). Engineer shall use the professional standard of care to avoid incorporating into the Project design, elements that would give rise to legal or regulatory interpretation disputes and agrees to discuss in advance all such situations with City.

1.5 Engineer's opinions of probable Construction Cost (as defined below) are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. The "Construction Cost" shall mean the cost to City to construct all elements of the entire Project designed or specified by Engineer, and shall include, without limitation, contractors' general conditions costs, overhead and profit. Construction Cost does not include costs of services of Engineer or other design professionals and consultants or cost of land or rights-of-way. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that

proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

ARTICLE 2

COMPENSATION AND PAYMENT

2.1. In consideration of the services performed by the Engineer under this Agreement, The City shall pay the Engineer for its services and expenses associated with each Project as specified in the Authorization for such Project.

2.2. Unless otherwise specified in the Authorization for the Project, invoices shall be submitted by the Engineer to The City on a monthly basis in proportion to services performed, and are due and payable within thirty (30) days of receipt of same by The City.

2.3 Promptly upon receipt, City shall review Engineer's invoice. If City contests an invoice, City shall promptly advise Engineer of the specific basis for doing so. Any invoice or portion of an invoice not disputed by City shall be paid by City pursuant to the terms herein; provided, that such payment shall not act as City's waiver of any claims that may be asserted against Engineer for the performance of defective or deficient services. City shall not be required to make payment to Engineer on account of any amount disputed in good faith by City in the manner set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Engineer under this Agreement and shall bear no interest nor incur any late fees until the matter is so resolved by the parties.

2.3. Except for Projects, or portions thereof, that are to be paid on a fixed sum basis, all other work shall be reflected on certified invoices that set forth the following: The hours worked and classification for each person on the Project, total

hours worked for each classification, total labor billing and a summary of expenses and charges. Statements shall include maximum fee for that authorization, total fee billed to date and the remaining fee. Engineer shall provide with each invoice, documentation of reimbursable expenses included in the statement, together with any additional supporting documentation reasonably requested by City.

2.4. The City may, from time to time, request changes in the scope of services of the Engineer in accordance with Article 4. Such changes in the scope of services may increase or decrease the amount of the Engineer's compensation.

2.5. "Reimbursable Expenses" include the following expenses reasonably incurred by the Engineer directly related to the Project:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, and Project Web sites;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery; and
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.

Records which provide the basis for Engineer's compensation and Reimbursable Expenses relating to the Project and records of accounts between City and Engineer shall be kept on a generally recognized accounting basis. Such records shall be available for audit by City and its authorized representative during

normal business hours at Engineer's principal place of business for a period of one year following completion of the Project, upon request of the City.

ARTICLE 3

COMMENCEMENT, SCHEDULE AND COMPLETION

3.1. The Engineer is authorized to commence services under this Agreement on any particular Project upon receipt of a duly executed copy of the Authorization for such Project. The time allowed for the Engineer to complete the services for each Project shall be specified in the Authorization for the Project. Time is of the essence with this Agreement, and Engineer shall expeditiously complete tasks in accordance with the Authorization for the Project. The City is not obligated to provide the Engineer any quantity of work and does not guarantee issuance of work to the Engineer under this agreement.

3.2 Within thirty (30) days of execution of this Agreement, the Engineer shall submit for the City's approval a detailed, milestone-based schedule for the performance of the Engineer's services. The schedule shall be attached as Exhibit 1 once complete. The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or City. With the City's approval, the Engineer shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. Engineer shall promptly advise City of any problems which come to his attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of Engineer's services.

3.3 Notwithstanding any other provision of this Agreement, the Engineer shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

ARTICLE 4

CHANGES IN WORK

4.1. The City reserves the right, without impairing this Agreement, to order changes or alterations in the scope of each Project and the services to be performed on each Project by the Engineer. If changes or alterations ordered affect the cost of the services, the parties must agree upon an adjustment in the compensation owing to the Engineer before the Engineer begins services on the change.

ARTICLE 5

OBLIGATIONS OF THE CITY

5.1. With respect to each Project authorized under this Agreement, The City shall:

A. Collaborate with and assist the Engineer in providing information as requested by the Engineer regarding requirements for and limitations on the Project.

B. To the extent reasonably available, provide the Engineer with information which is pertinent to the Project including copies of reports, plans, designs, and other relevant materials.

C. Guarantee access to The City's right-of-way and facilities, and make all provisions for the Engineer to enter upon public and private lands as required to perform surveys and work essential to the Project.

D. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer and inform the Engineer of all decisions within a reasonable time so as not to materially delay the work of the Engineer.

E. Designate, in writing, one or more persons to act as The City's representative to coordinate the work of the Project with the Engineer.

F. Provide all legal, appraisal, title search, accounting, and independent cost estimating as may be reasonably required for the Project.

G. Give prompt written notice to the Engineer whenever the City becomes aware of any defects exist in the performance by Engineer of the services associated with the Project. Notwithstanding anything to the contrary contained in this Agreement, City's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Engineer with information as to City's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Engineer's responsibilities hereunder and with respect to such documents.

H. Furnish approvals and permits from all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the Project.

I. Provide, as reasonably necessary, appropriate personnel to accompany Engineer to The City's facilities.

ARTICLE 6

SERVICE STANDARDS

6.1. The Engineer's services shall be performed in a professional manner, using that degree of professional skill and care required by applicable law.

6.2. If the Engineer or its subcontractor(s) or its consultant(s) fails to meet these standards, it shall promptly cure all such deficiencies.

6.3. To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless The City, its Mayor, council members, management and employees from and against all costs (including and not limited to attorney's fees and expenses), claims, suits, actions, damages and losses (including, without limitation, injury to or death of any persons and damage to property and economic and consequential damages) asserted by third parties against City to the extent arising from liability caused by negligence of the Engineer, even if caused in part by City. However, Engineer shall not be required to indemnify City from the consequences of City's own negligence.

6.4. All services authorized under any Authorization shall be performed under the direction of a professional Engineer registered in the State of Tennessee and qualified in the particular field.

6.5. The Engineer shall periodically request sufficient conferences with The City's representative for the Project to ensure that the services are being done by the Engineer or its subcontractor(s) or its consultant(s) in a satisfactory manner and in accordance with The City's requirements.

6.6 Engineer shall comply with applicable Laws and regulations. The Engineer shall, at appropriate times, contact the governmental authorities required to approve the plans and specifications and the entities providing utility services to

the Project. In designing the Project, the Engineer shall comply with all applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Engineer shall notify City in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

6.7 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

ARTICLE 7

INSURANCE

The Engineer shall procure and maintain for the duration of the Contract the following required insurance, with insurers financially acceptable and lawfully authorized to do business in the State of Tennessee. Such coverage shall protect Engineer against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from services performed by or on behalf of the Engineer, and those parties for whom the Engineer is liable.

7.1 **Minimum Scope of Insurance.** Engineer's insurance coverage shall include the following minimum limits and coverage:

.1 Commercial General Liability insurance on an occurrence coverage form, at least as broad as the Insurance Services Office Commercial General Liability Policy, form CG 0001, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices and Engineer liability, there shall be no additional limitations or exclusions beyond those

contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to property damage, products and completed operations and contractual liability.

.2 Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Engineer. The coverage shall be at least as broad as the Insurance Services Office Business Automobile Policy, form CA 0001, current edition.

.3 Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis with limits not less than \$500,000.00 per accident, \$500,000.00 per disease and \$500,000.00 policy limit on disease.

.4 Professional Liability insurance covering negligent acts or omissions made by or on behalf of the Engineer in the performance of professional services. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of Engineer services rendered to City, plus an additional period of five years after such services have been rendered to City. If the Engineer's scope of work includes environmental Engineering or consulting, the coverage required hereunder must not exclude coverage for environmental services. Engineer agrees to furnish annual proof of coverage to City during the five year period, and the coverage minimums shall not be less than those required below.

7.2 **Minimum Limits of Insurance**. The Engineer shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

.1 Commercial General Liability: \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense, personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to lines other than products and completed operations.

.2 Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.

.4 Professional Liability: \$1,000,000 per claim, \$2,000,000 annual policy aggregate.

7.3 **Deductibles and Self-insured Retentions.** The funding of deductibles and self-insured retentions maintained by Engineer shall be the sole responsibility of Engineer. Self-insured retentions in excess of \$50,000 must be declared to and approved by City.

7.4 **Additional Provisions.** The required insurance shall contain the following additional provisions:

.1 Additional Insured - The City must be included as an additional insured under Engineer's Commercial General Liability policy as respects liability arising from work or operations performed for City by or on behalf of the Engineer.

.2 Waiver of Subrogation - The City and Engineer waive all rights against each other and any of their sub-consultants, agents, employees and representatives, for damages caused by fire or other causes of loss to the extent covered by property insurance. In addition,

Engineer waives all rights of subrogation against City for claims covered by CGL and Workers' Compensation insurance. The City and Engineer shall require their sub-consultants, agents, employees and representatives to execute similar waivers of subrogation. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

.3 Notice Of Cancellation - Each insurance policy provided by the Engineer shall be endorsed to require any of its insurer(s) to provide thirty (30) days' written notice to City by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

7.5 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by City.

7.6 **Verification of Coverage.** The Engineer shall furnish City with a certificate of insurance evidencing the required coverage prior to the delivery of services to City. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to City prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, Engineer's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications. Engineer agrees to obtain evidence of insurance coverage of all its consultants and furnish same to City prior to the execution of this Agreement.

Engineer's consultants' insurance coverage shall be maintained at their expense, in amounts and through carriers' acceptable to City, whose acceptance shall not be unreasonably withheld. Engineer's consultants' shall incorporate a provision requiring the giving of written notice to the City at least thirty (30) days prior to the cancellation or non-renewal of any such policies evidenced by return receipt of United States certified mail.

ARTICLE 8

DISPUTE RESOLUTION; TERMINATION

8.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such

matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

8.2. The City and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

8.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.4. If the parties do not resolve a dispute through mediation pursuant to Section 8.2, the method of binding dispute resolution shall be litigation.

8.5. Either The City or the Engineer may terminate this Agreement with or without cause by giving the other party at least fifteen (15) days written notice which shall specify the date of termination. Payment to the Engineer shall be made for services successfully completed by the Engineer through the date notice of termination is received, plus reasonable costs incurred by the Engineer in terminating its services, but City shall have no obligation to pay or reimburse Engineer for lost profits and/or unabsorbed overhead, or any other consequential or incidental damages.

ARTICLE 9

PERSONNEL MATTERS; CONFLICTS OF INTEREST

9.1. **Personnel**. The Engineer represents that he has or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with The City. All services required hereunder will be performed by the Engineer or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

9.2. **Interest of Members of The City's Staff**. No member of The City staff and no other officer, employee, or agent of

The City who exercises any function or responsibility in connection with any Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9.3. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which any Project is situated and no other public official of such locality who exercises any function or responsibility in the review or approval of such Project shall have any personal interest, direct or indirect, in this Agreement.

9.4. **Future Conflicts Prohibited.** No officer, director, shareholder or partner of Engineer has any relationship with The City, which would be violative of the conflict of interest provisions of Tenn. Code Ann. Section 6-54-107 and/or 12-4-101.

ARTICLE 10

DOCUMENTS AND RECORDS

10.1. **Ownership.** All written documentation, plans, and drawings or other instruments of service relating to each Project which is prepared or obtained under the terms of this Agreement shall be the property of The City inclusive of any intangible copyright or other protectable interest. No written documentation relating to the Project shall be delivered or otherwise disclosed or made available to any third party without the prior written approval of The City.

10.2. **Reuse of Documents.** All documents furnished by the Engineer pursuant to this Agreement are instruments of his services with respect to the respective Project. They are not intended or represented to be suitable for reuse by The City or others on extensions of the Project or on any other Project. Any reuse without specific written verification or adaptation by the Engineer will be at The City's sole risk and without

liability or legal exposure to the Engineer; and The City shall indemnify and hold harmless the Engineer for all claims, damage, losses, and expenses including attorney's fees, arising out of or resulting therefrom.

10.3. **Access to Records.** The Engineer shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and Generally Accepted Accounting Principles. Such records shall be available for audit by City or its authorized representative during normal business hours at Engineer's principal place of business, during the term of this Agreement and for a period of one year following completion of the Project, upon request of City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1. This Agreement shall be governed by the laws of the State of Tennessee.

11.2. Except where otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed satisfactorily given and any time period provided for giving such notice herein shall commence when such notice is (I) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or forwarded by a nationally recognized overnight courier service to the address of the respective party specified below, or such other address as may be specified in an original notice forwarded to all parties hereto as herein specified, or (II) personally delivered to such address:

If to Engineer: Kimley-Horn and Associates, Inc.
Attn: Christopher D. Rhodes, P.E.
214 Oceanside Drive
Nashville, Tennessee 37204

If to The City: City of Goodlettsville, Tennessee
Tim Ellis, City Manager
105 South Main Street
Goodlettsville, Tennessee 37072

11.3. Intentionally Deleted.

11.4. This Agreement and the Authorizations executed hereunder constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. The form utilized for the Authorization is attached hereto as Exhibit 2. This Agreement and its Authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

11.5. Neither The City nor the Engineer may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11.6. This Agreement is solely for the benefit of The City and the Engineer and shall not be interpreted to benefit any third party.

11.7. The paragraph captions in this Agreement are set forth for convenience only and are not to be construed in interpreting the provisions of this Agreement. The gender and

number terms used herein are used as reference terms only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

11.8. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.9. The obligations of The City arising from Projects under this Agreement may be satisfied only from the revenues of The City's division for such services relating to such project being performed.

11.10. The Engineer was selected and approved through an evaluated process based on factual information submitted at the time of this agreement. The Consultant shall provide annual updates on all information concerning this agreement beginning one year from the date and year first above written.

11.11 The term or duration of this Agreement shall be two (2) years in length.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the date and year first above written.

Kimley-Horn and Associates, Inc.

By: Christopher D. Rhodes, P.E.

Its Vice President

The City of Goodlettsville

By: _____

(Signatures on the following page)

AUTHORIZED BY:

CITY OF GOODLETTSVILLE

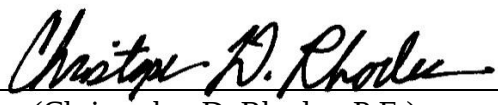
By: _____

Title: _____

Date: _____

ACCEPTED BY:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
(Christopher D. Rhodes, P.E.)

Title: Vice President

Date: October 21, 2021