



July 14th, 2026

Matthew White, P.E.,
Director of Public Works
City of Mt. Juliet
115 Clemmons Road
Mt. Juliet, TN 37122

Re: Letter Agreement for Professional Services for SS4A Implementation Project

Dear Mr. White:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Mt. Juliet ("Client") for providing Surveying, Environmental Services, Public Outreach Support and Preliminary Engineering Services for the Safe Streets and Roads for All (SS4A) Implementation Project ("Project").

Project Understanding

The Mt. Juliet Safe Streets Implementation Project represents the next phase following the City's recently adopted Safety Action Plan (SAP), which establishes a long-term commitment to eliminating traffic-related fatalities and serious injuries. The SAP identified a High Injury Network (HIN) through crash analysis, demographic data, and community input to prioritize corridors with the greatest safety needs. This implementation effort focuses on six high-priority roadway corridors within the City that are among the highest ranked segments on the HIN and exhibit elevated crash risk, including Sunset Drive, Providence Trail, West Division Street, Curd Road, and Nonaville Road.

The proposed improvements are data-driven and emphasize low-cost, high-impact safety countermeasures tailored to each corridor's needs, including rumble strips, guardrail installation, traffic calming strategies, enhanced pedestrian crossings, pavement markings, and curve warning signage. These improvements align with the Safe System approach and focus on reducing both the likelihood and severity of crashes, particularly for vulnerable roadway users, while also addressing community-identified safety concerns.

The City has secured approximately \$5.13 million in federal funding, supplemented by approximately \$1.28 million local match, to implement transformative safety and multimodal enhancements aligned with its SAP goals.

The following Scope of Services has been prepared to assist the City with the Preliminary Engineering, NEPA documentation and Public Outreach phases of the project.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- This scope of services was developed to take the project through concept development, preliminary engineering and NEPA documentation (PE-NEPA phase) with public outreach support for the six corridors for which the SS4A grants were awarded for. A separate scope of

services agreement will be needed for the completion of the Final Design, ROW Acquisition and Construction Services.

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Task 1 – Project Management

This task will consist of the following project management activities through the PE-NEPA phase:

- Project Kick-off Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for a single in-person project kick-off meeting. It is assumed that up to three (3) Kimley-Horn staff members will attend the meeting in person.
- Project Coordination – Ongoing coordination with the City's Project Manager to provide updates, coordinate project reviews, and other activities to help the City be generally informed of the progress of the project. The scope and fee assume that up to 5 hours per month Kimley-Horn staff effort will be needed for these services. It is assumed the PE-NEPA phase of this project will last up to twelve (12) months. Project coordination services after twelve (12) months will be considered additional services.
- In-Person Project Review Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for the in-person review meeting at the completion of the preliminary conceptual design phase.
- Virtual Project Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to five (5) virtual stakeholder meetings as needed throughout the PE-NEPA Phase, in addition to a kick-off meeting prior to start the project. These meetings could be used for coordination with stakeholder groups involved with the project. These groups could include USDOT, property owners, and others to be determined in collaboration with City staff.
- Project Administration – Kimley-Horn will conduct regular project management activities to ensure the project stays on schedule and within budget and that major milestones are met. Monthly invoices and progress reports will be provided as part of this task.

The PE-NEPA phase is assumed to last up to twelve (12) months. Project management activities, as described above, after 12 months, will be considered additional services.

Task 1 Kimley-Horn Deliverables:

1. Meeting agendas and minutes outlined above to the City and meeting attendees (PDF format).
2. Project invoices (PDF format).

Task 2 – Data Collection

Task 2.1 – Existing Conditions Survey

Kimley-Horn and its subcontractors will provide an Existing Conditions Survey of a portion of Sunset Drive located in Mt. Juliet, TN. The project area is approximately 4,300 linear feet. The survey will include existing conditions mapping, right-of-way, and easement analysis, as well as utility investigation

services. The survey limits will consist of the full right-of-way of Sunset Drive from Lebanon Road to Sunset Circle, plus an additional fifty (50) feet on each side of the right-of-way. The limits will also extend an additional one hundred (100) feet at public intersections.

The survey scope consists of the following:

- A minimum of four (4) project control points in Tennessee State Plane Coordinates referenced to the NAD83(2011) horizontal datum and the NAVD88 vertical datum will be established onsite and tied to the Tennessee GNSS Reference Network.
- The survey will be conducted in accordance with the current Tennessee Minimum Standards of Practice as promulgated by the Tennessee State Board of Examiners for Land Surveyors, as applicable to the scope of services described herein.
- Topographic data will be collected in accordance with Tennessee Rule 0820-03-.07(2). Surveyor may derive topographic contour data from a combination of aerial LiDAR, aerial photogrammetry, field-run survey shots, ground control, and supplemental field verification. All data will be post-processed and reviewed to meet or exceed the National Map Accuracy Standards for a one-foot equivalent contour interval at a 90 percent confidence level.
- Survey data will be delivered in the Tennessee State Plane Coordinate System, Zone 4100, U.S. Survey Feet. Vertical datum will be NAVD 88. The survey results shall meet or exceed Category IV minimum standards, as defined in Tennessee Rule 0820-03-.05, Accuracy of Surveys.
- The survey will display topographic information of the above-referenced areas with elevations taken at adequate spacing to produce one-foot contour interval topographic mapping, including the location of major grade breaks, berms, swales, high points, low points, and other visible surface features needed to prepare the existing ground surface.
- Survey will locate built structures and visible site improvements within the survey limits, such as sidewalks, curbs, gutters, ramps, curb cuts, driveway tie-ins, walls, fences, and other visible above-grade features.
- Survey will locate roadway centerlines, pavement striping, traffic markings, and other visible roadway features within the survey limits.
- Survey will locate above-grade utilities, including utility poles, light poles, utility lines, guy wires, and other visible utility features.
- Survey will perform of a boundary analysis along the surveyed corridor, locate property lines within the survey area, and provide ownership information for properties intersecting the survey corridor based on available tax records, deeds, plats, and other public record information.
- Survey will locate evidence of subsurface utilities such as valve boxes, manholes, pull boxes, meters, cabinets, and vaults, along with painted, flagged, or otherwise marked evidence of buried utility line locations as provided by TN811. A One Call ticket will be submitted before fieldwork. However, Kimley-Horn and its team shall not be responsible for unresponsive utility owners, incomplete utility markings, or inaccurate markings provided by others. For stormwater and wastewater structures, junction boxes, and other subsurface vaults, the survey will locate the top elevation and accessible inverts of pipes entering and exiting the structure, along with pipe sizes and material types if attainable.
- Kimley-Horn and its team will perform Level B, Subsurface Utility Engineering (SUE) utility locates along the project corridor. However, several factors can result in a line being mismarked or left unmarked by our technicians that are beyond the control of Kimley-Horn or its team members. These include, but are not limited to, a lack of adequate prints or available site

- knowledge, a lack of access to utilities (i.e. vaults, cleanouts, etc.), and a lack of visual indications of the utility's presence.
- Survey will provide a Tree Survey of 6" diameter at breast height (DBH) or greater with size and species.
 - The survey will be prepared using Autodesk Civil 3D software. A signed and sealed survey along the project corridor will be provided in PDF format.

As part of the survey preparation, consultant will perform a review of available utility and infrastructure records for the project area. This will consist of publicly available mapping, aerial imagery, available GIS information, and coordination with local utility providers. Team has reviewed and/or coordinated available utility information for the corridor, including Piedmont Natural Gas, West Wilson Utility District, Mt. Juliet GIS stormwater data, and Mt. Juliet GIS sanitary sewer data.

Based on the information reviewed, utilities are present within the Sunset Drive corridor, including stormwater, sanitary sewer, water, natural gas, and a sanitary force main that appears to be located within or near the existing roadway corridor. Consultant will verify known and reasonably identifiable utilities through field investigation, Level B SUE locates, and coordination with TN811.

Task 2.2 – As-Built and Documentation Research

Kimley-Horn will obtain from the City and review existing as-builts and planning documentation related to the project areas. The information to be reviewed will consist of existing utilities, utilities ownership and nearby development projects.

Task 2.3 – Field Visit

Kimley-Horn will perform a field visit to the project areas and document existing conditions with photographs.

Task 2 Kimley-Horn Deliverables:

1. Topographic survey of project corridor (AutoCAD DWG and PDF format)

Task 3 – Concept Development

Task 3.1 – Preliminary Concept Development

Kimley-Horn will develop a preliminary concept for each corridor, using the obtained survey information for the Sunset Drive corridor, and over available aerial and GIS information for the other five (5) corridors, to identify potential project constraints, and preferred implementation alternatives. The preliminary concepts will be used to develop the preferred project alternative, by considering the project's purpose and needs, existing constraints, and feasibility. As part of the preliminary concept development, a slope analysis map will be developed for each corridor where guardrails are proposed to be added or modified. This slope analysis map will be used to develop guardrails installations or modifications.

The preliminary concepts will be submitted to the City of Mt. Juliet for review. Kimley-Horn will schedule a meeting with the City staff to review comments for each of the corridors. Following the concept evaluation meeting and receipt of one round of reasonable comments on the preliminary concepts from the City, Kimley-Horn will revise the concepts, address comments, and prepare a final preferred preliminary engineering alignment and concept to serve as the basis for preliminary 40% design

development (Task 6).

Task 3.2 – Preliminary Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed countermeasures defined by the final preferred preliminary engineering alignment. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction. This opinion of probable construction cost will include quantity and type of potential right-of-way acquisition.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

Task 3 Kimley-Horn Deliverables:

1. Concept Plans package (PDF format)
2. Concept Opinion of Probable Construction Cost (Excel and PDF format)

Task 4 – National Environmental Policy Act (NEPA) Documentation

This NEPA scope and fee is based on the understanding that the project consists of six separate corridors within Mount Juliet, Wilson County:

- Curd Road, from Lebanon Road to Golden Bear Gateway
- West Division Street, from South Greenhill Road to North Mt Juliet Road
- Providence Trail, from Providence Parkway to South Rutland Road
- West Division Street, from Chandler Road to South Greenhill Road
- Sunset Drive, from Lebanon Road to Sunset Circle
- Nonaville Road, from Sports Road to Lebanon Road

The NEPA scope is further based on a general assumption that the project scope will consist of various safety focused countermeasures. Given the nature of the proposed project and the assumption that 1) federal funding will be involved in the development of the proposed project, and 2) any right-of-way and/or easements (permanent or temporary) warranted for the proposed project will be minimal and will not warrant any relocations or displacements, along with the other assumptions outlined herein, the project is a likely candidate for a C-List Categorical Exclusion (CE). This project is part of a direct recipient federal grant program, Safe Streets and Roads for All (SS4A), and the NEPA class of action determination can only be made by FHWA. If a higher level of NEPA class of action is required by FHWA, this effort will be considered Additional Services beyond this scope of services. It is assumed that the project will be coordinated directly with the Federal Highway Administration.

One Build Alternative and the No-Build Alternative will be studied. The NEPA document will be based on concept drawings outlining the area of potential impact and the location, extent, and type of proposed improvements.

Task 4.1 – NEPA Project Management and Coordination

The purpose of this task is to plan, organize, and implement the tasks associated with the delivery of the NEPA review and documentation in a timely manner. In this task, Kimley-Horn (hereinafter, the Consultant) will:

- maintain direct contact and function as a liaison with the designated FHWA Tennessee (TN) Division SS4A Point of Contact;
- provide periodic (up to bi-weekly) updates to the Consultant Project Manager; and
- assist, as needed, in the development of invoices and progress reports.

Task 4.2 – Environmental Technical Studies

As part of the preparation of the NEPA document, the Consultant will complete the applicable environmental technical studies as outlined below.

Ecology

Water Resources

Given the assumption that the proposed project may warrant ground disturbance beyond existing paved areas, it is assumed that the project will warrant the completion of an Environmental Boundaries Report (EBR). The Consultant's subconsultant, TTL, will develop and document the EBR. As part of the preparation of the EBR, if warranted, TTL will provide a Waters of the U.S. Determination (i.e., streams and wetlands) for the project area. In performing the jurisdictional determinations, the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the project area. TTL will complete this effort consistent with their Proposal/Work Authorization (dated 06/16/2026).

Once TTL completes the EBR, the Consultant will incorporate this information into the NEPA document.

Species (as warranted)

If warranted, the Consultant's subconsultant, TTL, will conduct a desktop and field review of the project area to assess property conditions at the site for potentially suitable habitat for listed federal and/or state-listed species, consistent with their Proposal/Work Authorization (dated 06/16/2026).

TTL will access the USFWS Information for Planning and Consultation (IPaC) online platform, and available state databases to obtain an official species lists for the project area and provide input on any effects determinations. TTL will coordinate with TDEC and TWRA, as warranted, consistent with their Proposal/Work Authorization (dated 06/16/2026).

If this effort is warranted, TTL will provide the Consultant with a letter report summarizing their determinations and coordination efforts. The Consultant will incorporate the results into NEPA document.

Assumptions:

- It is assumed that the Client is willing to commit to relevant seasonal tree clearing restrictions and that no individual habitat or species survey will be conducted as part of this proposed scope of services and cost estimate. If the Client or another state and/or federal agency requests this effort, these services can be provided but will be considered Additional Services beyond this scope of services.

Floodplains

The Consultant will identify floodplains and floodways in the project area only through the review of National Flood Insurance Rate Maps (FIRMs). The Consultant will compile all FIRMs specific to the project area and will provide the relevant floodplains and floodways information as part of the NEPA document.

Section 4(f) and Section 6(f) – Recreational Resources

Based on a preliminary review of online resources, four (4) potential Section 4(f) resources have been identified within the project area:

- Town Center Trail (existing and planned segments), along the West Division Street corridor
- Providence Greenway and associated trails, along the Providence Trail corridor
- Eagle Park, along the West Division Street corridor
- Hamilton Denson Park, along the West Division Street corridor
- Unnamed trail along Windtree Club Drive, connecting to Nonaville Road

It is not yet known if the project will warrant property acquisitions from this resource or if construction of the project could impact access for these resources. The Consultant will complete a review the proposed improvements near the identified Section 4(f) resources to determine if any coordination related to Section 4(f) is required. It is assumed that any effects to these resources, if any, would be minor and limited to temporary use along the portions immediately adjacent to the roadway, would not include permanent acquisition or result in effects to specific recreational features or amenities and would therefore qualify for an exception to Section 4(f). If/when appropriate, the Consultant will prepare, in letter format, a “Notice of Intent to Pursue an Exception Under Section 4(f)” for potential impacts to up to five (5) Section 4(f) resources that warrant this effort. If such a letter(s) is warranted, the Consultant will prepare the letter for the project and submit it to the Client for initial review. Once the initial review has been completed by the Client, the Client will transmit the letter to the Official with Jurisdiction (OWJ) for signature. The Consultant would then incorporate the information documented in the “Notice of Intent to Pursue an Exception Under Section 4(f)” into the NEPA document. In the event that no such letters are warranted, the Consultant would document the proximity of the Section 4(f) resources within the NEPA document, noting that no impacts are anticipated.

Assumptions:

- If FHWA or the OWJ request the preparation of a Section 4(f) De Minimis Determination, Programmatic Section 4(f) Evaluation, or an Individual Section 4(f) Evaluation, this effort will be considered Additional Services beyond this scope of services.

A review of the Land and Water Conservation Fund (LWCF) online data viewer does not indicate that any resources in the vicinity of the project have previously received assistance from the LWCF; therefore, impacts to properties protected by Section 6(f) of the LWCF are not anticipated.

If any Section 4(f) documentation or coordination (beyond actions specifically outlined herein) or any Section 6(f) documentation or coordination is deemed necessary by FHWA or another agency, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Cultural Resources

Historic Architecture

Based on the assumption that the proposed project would warrant the acquisition of right-of-way and/or easements, the Consultant's subconsultant, Richard Grubb and Associates (RGA), will be responsible for preparing a Section 106 Historic Architecture Resources Survey to document and evaluate potential project effects to all National Register of Historic Places (NRHP)-listed and NRHP-eligible historic architecture resources in the area of potential effect (APE) per the criteria of adverse effects set forth in Section 106 regulations, and consistent with their Cost Proposal (dated 06/17/2026). Additionally, as warranted, measures to avoid, minimize, or mitigate unavoidable adverse effects will be evaluated. RGA will also coordinate with the Tennessee State Historic Preservation Office (TN-SHPO) for review and concurrence with the determinations of RGA's Section 106 Historic Architecture Resources Survey.

Once RGA completes the Section 106 Historic Architecture Resources Survey and TN-SHPO Coordination, the Consultant will incorporate the survey and TN-SHPO response into the NEPA document.

Assumptions:

- If additional coordination with FHWA and/or the TN-SHPO is required or if additional historic architecture documentation is needed past the preparation of the Section 106 Historic Architecture Resources Survey previously mentioned, this work can be completed by RGA but will be considered Additional Services beyond this scope of services.

Archaeology

If it is determined that the proposed project would warrant ground disturbance in previously undisturbed areas, the Consultant's subconsultant, RGA, will be responsible for preparing a Phase I Archaeological Survey to identify historic and prehistoric archaeological sites within the project's anticipated APE, consistent with their Cost Proposal (dated 06/17/2026). RGA will present the results of the Phase I Archaeological Survey in a report that meets the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* (1983) and complies with the Tennessee SHPO *Standards and Guidelines for Archaeological Resource Management Studies* (October 2018), as applicable. RGA will perform this work pursuant to Section 106 of the National Historic Preservation Act (NHPA), as amended.

RGA will also coordinate with the TN-SHPO and, as warranted, the Tennessee Division of Archaeology for review and concurrence with the determinations of RGA's Phase I Archaeological Survey. Once RGA completes the Phase I Archaeological Survey and associated agency coordination, the Consultant will incorporate the draft report into the NEPA document.

Assumptions:

- No Phase II Testing – If required, this work can be completed in accordance with the Additional Services clause of this agreement.
- If a Memorandum of Agreement is needed to confirm agreed upon mitigation measures for the Build Alternative, it will be conducted in accordance with the Additional Services clause of this agreement.
- If Phase III work, data recovery, is necessary, it can be included in accordance with the Additional Services clause of this agreement.

Environmental Justice

Executive Order (EO) 14096 *Revitalizing Our Nation's Commitment to Environmental Justice for All* was revoked on January 20, 2025, and EO 12898 *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* was revoked on January 21, 2025. Therefore, an environmental justice analysis is not proposed for this project.

Farmland

The collective total of proposed acquisitions amongst the various project locations is expected to be minimal; therefore, it is assumed that the project would qualify for a small acreage exception to coordination with the Natural Resource Conservation Service pursuant to the Farmland Protection Policy Act.

Hazardous Materials

The Consultant will complete a desktop review of hazardous materials databases available through the Tennessee Department of Environment and Conservation (TDEC) and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. This information along with all relevant TDEC and EPA database mapping for the project area will be incorporated into the NEPA document.

Assumptions:

- Based on the proposed scope of work, it is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services and cost estimate. If the Client, FHWA, or another state and/or federal agency requests additional hazardous materials studies, these services can be provided but will be considered Additional Services beyond this scope of services.

Air Quality and Noise

The Consultant will make preliminary Air Quality and Noise determinations.

Air Quality

The Consultant will review FHWA's Updated *Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents*, dated January 2023, to determine if the project is in an area that is in attainment for all regulated criteria pollutants.

Noise

Based on the project scope, it is assumed that the project is a Type III project in accordance with the FHWA noise regulation, *Procedures for Abatement of Highway Traffic and Construction Noise* (23 C.F.R. 722). Therefore, a Type I noise analysis is not proposed, and the Consultant will provide the preliminary determination that the project qualifies as Type III to FHWA.

Native American Consultation

If warranted, the Consultant will provide a written project description and project mapping to FHWA. Coordination with relevant Native American tribes will be completed by FHWA. At the request of FHWA, the Consultant will provide a draft email for use by FHWA in distributing these materials to the relevant Native American tribes. The results of this coordination will be referenced in the NEPA document.

Environmental Technical Information to be provided by FHWA

The FHWA will be responsible for providing the following environmental technical information:

- Species Database Review (Federal and State)
- Native American Consultation results

Additional Services – Environmental Technical Studies

Any services not outlined herein are considered Additional Services beyond this scope of services and, specifically, the following environmental technical studies can be completed but will be considered Additional Services beyond this scope of services:

- Agency coordination efforts
- Public involvement activities
- Air Quality Analysis
- Type I Noise Analysis and/or Noise Technical Report
- Conceptual Stage Relocation Plan
- Ecology – Individual Threatened and Endangered Species and/or Habitat Surveys (except as expressly outlined herein)
- Detailed Floodplain Analysis
- Traffic Analysis
- Farmland Coordination and Farmland Analysis
- Section 4(f) Review and/or Documentation beyond actions described herein
- Section 6(f) Documentation
- Demographic, Socioeconomic, Title VI, and/or Environmental Justice Analysis
- Phase II Archaeological Surveys and/or Phase III Testing
- Phase I or Phase II Environmental Site Assessments and Asbestos Containing Materials Surveys

Task 4.3 – Document Preparation and Approval

The purpose of this task is to develop the NEPA documentation, consistent with the requirements of the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*.

In addition to the environmental technical studies and agency coordination outlined in Task 2, the Consultant will complete the following documentation and mapping in support of the development of the NEPA document:

- Development of the purpose and need for the proposed project as well as a discussion of relevant project background. Project background information will be identified through a review of online planning documents, grants, and other project history provided by the Consultant Project Manager.
- Development of a description of the proposed project and a description of the existing conditions within the project area.
- Preparation of a project location map and topographic map in GIS.
- Development of a multimodal consistency statement for inclusion in the NEPA document.

Relevant information from Task 2 will be summarized by the Consultant within the NEPA document and included as attachments to the NEPA document.

Following completion of the NEPA document, the Consultant will provide a copy to the client, if desired, for preliminary review. Following any revisions, the Consultant will submit the NEPA document to FHWA for review and comment. The Consultant will then revise the NEPA document based on FHWA comments and resubmit the NEPA document to FHWA for final review and approval.

Kimley-Horn NEPA Deliverables:

1. Environmental Boundaries Report (EBR) (electronic copy in Adobe PDF format)
2. Species Letter Report (if warranted) (electronic copy in Adobe PDF format)
3. Mist Net Bat Survey Summary Report (if warranted) (electronic copy in Adobe PDF format)
4. Section 106 Historic Architecture Resources Survey Report (electronic copy in Adobe PDF format)
5. Phase I Archaeological Survey Report (electronic copy in Adobe PDF format)
6. If warranted, up to five (5) "Notice of Intent to Pursue an Exception Under Section 4(f)" letters (electronic copy in Adobe PDF format)
7. NEPA document (electronic copy in Adobe PDF format)

Task 5 – Public Outreach Support

Kimley-Horn will prepare materials for, facilitate, and summarize comments for up to one (1) public meeting during the preliminary design phase of the project.

- The meeting materials will consist of one (1) project PowerPoint, a corridor roll plot, up to two (2) graphical typical sections.
- Kimley-Horn will share the materials with the Client and the Client will be responsible for posting on the City website. No independent website will be created and/or maintained for this project.

- Kimley-Horn will generate a summary of the meeting and distribute to the Client.
- Kimley-Horn will provide up to two (2) individuals to facilitate and attend the meeting.
- The Client will be responsible for identifying and securing a venue and advertising the meeting.

Task 5 Kimley-Horn Deliverables:

1. Public Meeting Materials (PowerPoint and PDF format)
2. Public Meeting Summary (PDF format)

Task 6 – Preliminary 40% Design

Task 6.1 – Preliminary 40% Design

Kimley-Horn will prepare a preliminary design in accordance with the City's Roadway Design Guidelines, consistent with the preferred concept developed in Task 3, and based on feedback from the public outreach in Task 6. The plans will consist of the following sheets, and it will include all six corridors:

- Title Sheet with Index
- Typical Sections – Plan will consist of typical sections for Sunset Drive
- Proposed Layout – Plan will consist of horizontal location of the proposed countermeasures, including roadway widening for Sunset Drive and guardrail improvements for several of the corridors.
- Proposed Grading – Plan will include a preliminary grading plan showing anticipated limits of grade for the Sunset Drive corridor.
- Signing and Striping Plans – Plans will show the existing and proposed signing and markings, including rumble stripes, traffic calming, rectangular rapid flashing beacons and retroreflective pavement markings to be installed as part of the project for all six corridors.

Task 6.2 – Preliminary 40% Design Engineer's Opinion of Probable Construction Cost

Kimley-Horn staff will update the engineer's opinion of the probable construction prepared in Task 3 to accompany the preliminary design plans. The opinion of probable construction 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. This cost will be based on preliminary construction quantities developed from the preliminary construction plans. This opinion of probable construction cost, will include quantity and type of potential right-of-way acquisition.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 6.3 – Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans to the City of Mt. Juliet for review and comment. Kimley-Horn will meet with the City to discuss the City's comments. Following this review meeting, Kimley-Horn will

revise the plans based on the City's comments.

Task 6 Kimley-Horn Deliverables:

1. 40% Preliminary Plans package (PDF format)
2. 40% Preliminary Opinion of Probable Construction Cost (Excel and PDF format)

Task 7 – Preliminary Utility Coordination

Kimley-Horn will submit early coordination letters to applicable utilities companies in Wilson County. Each utility owner will be provided with the project locations, project limits, project descriptions, and federal project identifiers and given two (2) sixty-day notices and one (1) ten-day notice to indicate if they own facilities within the project area.

Upon completion of Task 6, Kimley-Horn will submit preliminary plans to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impact of the proposed project on their facilities. The letter will request a written response from each utility.

Kimley-Horn will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential relocations within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees. A maximum of 30 hours of effort is included in this task. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their utilities.

Task 7 Kimley-Horn Deliverables:

1. Utility Coordination Notification Letter with Project Map (PDF format) to each known Utility Owner within the project corridor
2. Utility Coordination Request Letter with Preliminary Plans (PDF format) to each known Utility Owner within the project corridor

Additional Services

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

- Additional field survey
- Final Design Services
- Right-of-Way Design Services
- Right-of-Way Mapping Services
- Preconstruction Phase Services
- Utility Coordination (in addition to what is outlined above)

- Bid Phase Services
- NEPA Document Re-Evaluation
- Lighting/Electrical Design Services
- Environmental Permitting
- No-Rise Studies, CLOMR or LOMR through FEMA
- Right-of-Way and/or Easement Acquisition Services
- Structural Design Services
- Construction Phase Services
- Design services should the Project Understanding be modified from the assumptions documented in this Scope of Services
- Professional services should the project scope exceed those documented in this Scope of Services
- Attendance at meetings outside of those scoped above
- Others as requested by the Client

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 7 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1	Project Management	\$53,100	Hourly, Not-to-Exceed
2	Data Collection	\$58,000	Hourly, Not-to-Exceed
3	Concept Development	\$114,100	Hourly, Not-to-Exceed
4	NEPA Documentation	\$129,000	Hourly, Not-to-Exceed
5	Public Outreach Support	\$24,700	Hourly, Not-to-Exceed
6	Preliminary 40% Design	\$92,000	Hourly, Not-to-Exceed
7	Preliminary Utility Coordination	\$13,900	Hourly, Not-to-Exceed
Total		\$484,800	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary with prior authorization from the Client.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid for by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Mt. Juliet**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

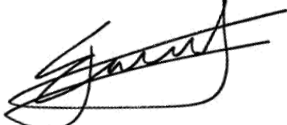
To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Leo Espelet

Vice President

CITY OF MT. JULIET, TENNESSEE

SIGNED:

PRINTED NAME: James Maness

TITLE: City Mayor

DATE: _____

SIGNED:

PRINTED NAME: Samantha Burnett

TITLE: City Attorney

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 21 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and

satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at <https://www.khtsinc.com/terms-of-service/> which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of failure by the other party to perform in accordance with the terms hereof, Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 11) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued

final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. .
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this

Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.