

RESOLUTION 20-131

**A RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH THE CORRADINO GROUP FOR TRAFFIC SIGNAL WARRANT STUDY
FOR THE INTERSECTIONS OF KEDRON ROAD AND SATURN PARKWAY**

WHEREAS, the City of Spring Hill requested The Corradino Group to submit a proposal for preparing a traffic signal warrant study for the two intersections of Kedron Road and Saturn Parkway (SR-396) to analyze the need for the installation of traffic signals to improve public safety and to optimize traffic flow at these intersections; and

WHEREAS, The Corradino Group is performing other transportation planning and engineering services for the City of Spring Hill including a traffic signal study for the Port Royal Road corridor from Saturn Parkway/Port Royal Road interchange to Buckner Lane and engineering design services for the Buckner Road transition project; and

WHEREAS, The Corradino Group submitted a proposal attached hereto as an Exhibit to perform a traffic signal warrant study at the two intersections of Kedron Road and Saturn Parkway (SR-396) for a lump sum fee amount of \$15,750.00 and a not-to-exceed amount of \$1,500.00 for reimbursable expenses associated with the traffic data collection for a total project cost of \$17,250.00; and

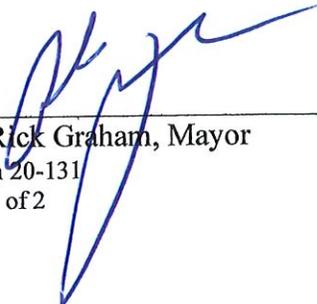
WHEREAS, the Board of Mayor and Aldermen amended the FY 2020-21 fiscal budget to provide funding in the amount of \$18,000.00 for completion of traffic signal studies that include the Port Royal Road corridor signal study and the Kedron Road signal warrant study.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen:

1. Approves the Professional Services Agreement and corresponding proposal attached hereto as an Exhibit with The Corradino Group to prepare a traffic signal warrant study for the two intersections of Kedron Road and Saturn Parkway (SR-396) for a lump sum fee amount of \$15,750.00 and a not-to-exceed amount of \$1,500.00 for reimbursable expenses associated with the traffic data collection for a total project cost of \$17,250.00.

2. Authorize the Mayor to Execute the Professional Services Agreement attached hereto.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of September, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Resolution 20-131 Approve Professional Services Agreement with The Corradino Group for Traffic Signal Warrant Study for Kedron Road and Saturn Parkway Intersections

SUBMITTED BY: Chuck Downham, Assistant City Administrator and Missy Stahl, Senior Project Manager

DATE: September 8, 2020

ATTACHMENTS: Resolution 20-131 and Supporting Documentation

PURPOSE:

To approve Resolution 20-131 to approve a Professional Services Agreement with The Corradino Group for a traffic signal warrant study for the intersections located at Kedron Road and Saturn Parkway (SR-396)

BACKGROUND:

TDOT has acknowledged the potential need for the two intersections at Kedron Road and Saturn Parkway to be signalized due to the increased traffic utilizing the Kedron Road exits. In order to substantiate this need, the City needs to perform a traffic signal warrant study to gather data to present to TDOT to request the installation of traffic signals.

Based upon current transportation engineering services being performed by The Corradino Group for the Port Royal Road Corridor traffic signal study and the Buckner Road transition project, the City requested The Corradino Group submit a proposal for preparing a traffic signal warrant study for the two intersections of Kedron Road and Saturn Parkway (SR-396) to improve public safety and to optimize traffic flow at these intersections. The Corradino Group submitted a proposal attached as an exhibit to the Resolution to perform a signal warrant study as outlined in the proposal that would include a 10-hour site visit to document turning movement counts at each ramp intersection and preparation of a signal warrant analysis and a Technical Memorandum for coordination with City staff. If the traffic signal system installation is determined to be warranted, The Corradino Group will finalize the warrant study and submit to TDOT. The Corradino Group would also coordinate with TDOT for review/approval and coordinate with City staff throughout the project.

FINANCIAL IMPACT:

The Board of Mayor and Aldermen initially appropriated \$33,000 in State Street Aid funds for the purpose of performing traffic signal studies that included a traffic signal warrant study for Kedron Road interchange with Saturn Parkway (SR-396). The Board of Mayor and Aldermen has appropriated additional funding from State Street Aid funds to further supplement the

funding for traffic signal studies based upon the approved expanded scope of services to be performed for the traffic signal study along the Port Royal Road corridor from Saturn Parkway to Buckner Lane. The proposal attached as Exhibit to Resolution 20-131 from The Corradino Group includes a lump sum fee amount of \$15,750 and a not-to-exceed amount of \$1,500.00 for reimbursable expenses associated with the traffic data collection.

RECOMMENDATION:

City staff recommends approval of Resolution 20-131 to approve the Professional Services Agreement with The Corradino Group to prepare a traffic signal warrant study for the two intersections located at Kedron Road and Saturn Parkway (SR-396) for a total project cost of \$17,250.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND THE CORRADINO GROUP**

THIS AGREEMENT is made this the 21st day of September 2020, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter "City"), and The Corradino Group, Inc. in Brentwood, Tennessee (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with a consulting firm that affirms itself to have extensive experience in providing professional services in transportation planning, design and construction engineering and inspection; and

WHEREAS, the City submits that it has the authority to contract with Consultant to provide professional services for the work desired by the City; and

WHEREAS, by entering into this Agreement, Consultant affirms that it has extensive experience in transportation planning, traffic engineering and design for the City of Spring Hill providing such services in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry.

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the City and Consultant agree as follows:

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

1. Consultant shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City's requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

a. See Attached Exhibit A (Scope of Services)

2. All documents prepared by Consultant that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data, reports and maps as are existing and identified by Consultant as necessary for carrying out the work that are available to the City without cost to Consultant.

ARTICLE 2 – CITY’S RESPONSIBILITIES

The City will provide to Consultant all criteria and full information as to the Project’s requirements, and shall furnish the following:

1. Provide Consultant with all known available information that is pertinent to the Project.
2. Meet with Consultant for ongoing discussions to assist in directing the consultant.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Consultant and inform Consultant of all decisions within a reasonable time so as not to delay the work of Consultant (i.e. furnish approval or instructions for change).
4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
5. Designate, in writing, a single person to act as Consultant point of contact with the City. The contact person for the City of Spring Hill will be Mr. Chuck Downham.
6. Give prompt written notice to Consultant when it is known that either the Project criteria or conditions have changed, or there is reason to believe Consultant work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The services of the Consultant, from Task 1 through Task 4.2 for shall be undertaken and completed by within 10 weeks from receipt of Notice to Proceed, unless otherwise agreed upon by the City.

ARTICLE 4 - FEES

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated a total Lump Sum for services performed in accordance with Article 1, not to exceed \$15,750.00. Reimbursable expenses are included in the lump sum fee and shall not exceed \$1,500.00 unless otherwise authorized in writing by the City.
2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall be based on percent completion of the lump sum amount, and incurred expenses. Each individual invoice shall be due and payable thirty (30) days after receipt.
3. If the City disputes any portion of Consultant invoices, the undisputed portion will be paid by the City, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The City and Consultant will attempt to resolve any payment

dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

4. If the City delays the Project for more than six months (6) beyond the designated date when work is scheduled to begin, which is more particularly defined as the date this Agreement is executed, then the lump sum as designated in Sub-Paragraph 1 of this Section shall be increased by three percent (3%) per year. The intent of this language is that the increase shall be cumulative, as a delay would cause Consultant to have to revisit the plans created in accordance with the designated start date as defined herein.

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Consultant: Attn: Gerald Bolden, PE, PTOE
Vice President
7000 Executive Center Drive, Suite 2-250
Brentwood, TN 37027

If to City: Attn: Victor Lay
Title: City Administrator
199 Town Center Parkway
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
City Attorney
P.O. Box 1431
Columbia, TN 38402-1431

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.

2. This Agreement may be terminated by Consultant in the event that the City permanently abandons the Project.

2. In the event of termination by either party, Consultant shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Consultant shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.

2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. **Governing Law, Venue and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 - BREACH

1. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney's fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Consultant. Should any changes in the design of the Project be necessary, the City's designee shall report such change to Consultant in writing. If the City determines that any changes in work are necessary to complete the Project, then Consultant shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the construction of the Project.

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

1. City shall agree to indemnify and hold Consultant, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the City, its officials, agents and/or employees, for damages because of bodily

injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the City, its agents, employees, or any other entity for which the City may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

2. Consultant shall agree to indemnify and hold the City, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against Consultant, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of Consultant, its agents, employees, or any other entity for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

ARTICLE 11 – INSURANCE

Consultant shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Worker's Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence.

2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.

3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.

4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$1,000,000.00.

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Consultant relationship with City shall be that of independent contractor and Consultant shall in no sense be considered an agent or employee of City, nor shall Consultant be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 - FORCE MAJEURE

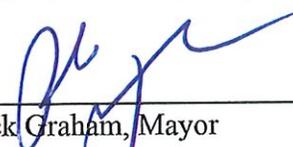
Consultant shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Consultant reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Consultant and unusually severe weather. Consultant agrees to notify City of the existence and nature of any delay.

ARTICLE 17 - ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its authorized representative, and Consultant has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

CITY OF SPRING HILL, TENNESSEE

By: 
Rick Graham, Mayor

The Corradino Group, Inc.

By: 

Gerald Bolden, Vice President
(Print Name)

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

September 2, 2020

Mr. Chuck Downham
Assistant City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

**Re: Scope of Work and Fee Proposal
Kedron Road and SR 396 (Saturn Parkway) Ramps Traffic Signal Warrant Study**

Dear Mr. Downham:

Attached for your approval is our scope of work and lump sum fee proposal in the amount of \$15,750.00 to provide professional services for completion of the Traffic Signal Warrant Study for the intersections of Kedron Road and SR 396 (Saturn Parkway) Eastbound and Westbound Ramps. This fee includes costs for all labor and a not-to-exceed amount of \$1,500.00 for reimbursable expenses associated with traffic data collection.

We are available at your discretion to further discuss and answer any questions the City may have concerning this information. We greatly appreciate this opportunity and look forward to working with you and the City.

Sincerely,

THE CORRADINO GROUP, INC.



Gerald Bolden, PE, PTOE
Vice President
Tennessee Operations Manager

EXHIBIT A SCOPE OF SERVICES September 2, 2020

KEDRON ROAD AND SR 396 (SATURN PARKWAY) RAMP INTERSECTIONS TRAFFIC SIGNAL WARRANT STUDY

The Corradino Group (Corradino) understands the following item(s) to be included within the scope of work for the referenced project:

As the City of Spring Hill continues to grow, the transportation infrastructure will continue to be an area of concern and necessitate study and improvements. As such, the Kedron Road interchange has continued to see traffic growth and increased pressure on the ramp intersections.

Traffic Signal Warrant Study

Corradino will prepare a Traffic Signal Warrant Study for the Kedron Road and SR 396 (Saturn Parkway) Ramp intersections. The general tasks include traffic data collection, traffic signal warrant evaluation, document preparation, and coordination with the City and TDOT for review and approvals. A detailed scope of services is provided below.

Task 1: Agency Coordination & Project Management

- 1.1 Corradino will coordinate with City staff throughout the development of the project. This includes a project kick-off meeting; up to two project status meetings; review meeting after initial document submittal and a meeting to discuss TDOT coordination and final findings;
- 1.2 Corradino will coordinate with TDOT Region 3 Traffic staff for the submittal and review of the Traffic Signal Warrant Study. This includes up to an initial meeting and also a review meeting;
- 1.3 Corradino will prepare and submit invoices and project status reports monthly to the City's PM.

Task 2: Data Collection

- 2.1 Corradino will conduct an initial site visit at the two ramp intersections of Kedron Road with SR 396 (Saturn Parkway), to collect roadway lanage; posted speed limits; traffic observations; etc.
- 2.2 Corradino will conduct 12-hour turning movement counts at each of the intersections during a typical weekday (Tuesday – Friday). Due to the potential uncertainty with school and business operations due to COVID, these counts will be conducted at such time as both Maury and Williamson County schools are in normal session. In advance of and on the day of the count, Corradino will monitor the school systems to verify there are no significant changes to operations;
- 2.3 Corradino will work with City staff and/or Spring Hill Police (if necessary) to obtain crash history for the study intersections for use in evaluation of Warrant #7 – Crash Experience.

Task 3: Traffic Signal Warrant Analysis

- 3.1 Corradino will utilize the traffic data collected in task 2.2 to evaluate the following Warrants:
 - #1 – Eight-Hour Vehicular Volume
 - #2 – Four-Hour Vehicular Volume
 - #3 – Peak Hour

- 3.2 Corradino will utilize the crash data collected in task 2.3 to evaluate Warrant #7 – Crash Experience;

NOTE: The following Traffic Signal Warrants are not applicable to these intersections:

- #4 Pedestrian Volume
- #5 School Crossing
- #6 Coordinated Signal System
- #8 Roadway Network
- #9 Intersection Near a Grade Crossing

Task 4: Project Documentation

- 4.1 Corradino will prepare a draft Traffic Signal Warrant Study detailing the existing conditions, warrants evaluated, results of the warrant evaluation and conclusion/recommendation;
- 4.2 Corradino will submit the draft Traffic Signal Warrant Study to the City for review and comment;
- a. If the conclusion/recommendation is neither intersection warrants a traffic signal based on the collected data, Corradino will finalize the Study and provide to the City;
 - b. If the conclusion/recommendation is either or both intersections warrant a traffic signal installation, Corradino will prepare the final Study for submittal to TDOT Region 3 Traffic;
- 4.3 If 4.2.b is completed and when directed by the City, Corradino will submit the Study to TDOT Region 3 Traffic for review and concurrence;
- 4.4 If revisions are requested by TDOT, Corradino will revise the Study and submit a FINAL version to TDOT for concurrence.

Additional Services

Services not specifically mentioned, outside the project limits, or beyond the scope of services in Task 1-4 can be negotiated as additional services based on the hourly rate schedule for The Corradino Group.

THE CORRADINO GROUP						
Prin.	PM/Sr Engineer	Staff Engineer	Eng. Intern	SR ITS/Signal Inspector	Admin	
Tasks and SubTasks						
Task 1 - Agency Coordination/Project Management						
1						
	1					2
	2					
	2	4				
2	2	4				
3	7	8	0	0		2
Task 2 - Data Collection						
	4		2			
			4			
		2	2			
0	4	2	8	0		0
Task 3 - Signal Warrant Analysis						
	2	8	4			
	2	4	12			
0	4	12	16	0		0
Task 4 - Project Documentation						
	2	12	2			
1	1	12	2			
1	3	24	4			0
4.0	18.0	46.0	28.0	0.0		2.0
TOTAL						

TASK	ESTIMATED FEE
Task 1 - Agency Coordination/Project Management	\$3,550.00
Task 2 - Data Collection	\$1,900.00
Task 3 - Signal Warrant Analysis	\$4,050.00
Task 4 - Project Documentation	\$4,750.00
DIRECT EXPENSES (Not-to-Exceed for Traffic Data Collection)	\$1,500.00
TOTAL	\$15,750.00