




HISTORIC
FRANKLIN
TENNESSEE

ITEM #15
WRKS 05/08/2012

MEMORANDUM

May 1, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator 
David Parker, P.E., City Engineer/CIP Executive
Paul Holzen, P.E., Director of Engineering
Jonathan Marston, P.E., Staff Engineer II

SUBJECT: Consideration of Professional Services Agreement (PSA) with Sullivan Engineering, Inc. (SEI) for the McEwen Drive Temporary Connector Project (COF Contract 2012-0076)

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) to consider a Professional Services Agreement (PSA) with Sullivan Engineering, Inc. (SEI) to provide engineering design services for the McEwen Drive Temporary Connector Project

Background

The project limits of the recently opened McEwen Drive Phase 3 Project were from Carothers Parkway to the roundabout at Cool Springs Boulevard/Oxford Glen Drive. Consequently, the full roundabout has never been completed. Therefore thru traffic must still navigate the roundabout and an adjacent stop-controlled intersection, which has significant, negative effects during peak hours.

The best solution to this problem is to complete the roundabout as originally designed. The McEwen Drive Temporary Connector is intended to extend eastward from the roundabout and transition to existing McEwen Drive. Approximately 500 to 1000 feet of this connector would be designed and build as a full, 4-lane facility, with sidewalks. This section would be used in the future McEwen Drive Phase 4 Project. The roadway would then transition to a 2-lane section to match existing McEwen Drive.

Financial Impact

The cost as negotiated with SEI for the design and additional services is an amount not to exceed \$185,830. These design costs are included in the project budget that is a part of the Board-approved Capital Investment Project Funding Plan.

Recommendation

Approval of the Professional Services Agreement with SEI (COF Contract No. 2012-0076) for an amount not to exceed \$185,830 is recommended.

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2012-0076

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and SULLIVAN ENGINEERING, INC. (SEI) hereinafter referenced as Consultant, who mutually agrees as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

**McEwen Drive Temporary Connector
Design**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the **SCOPE OF SERVICES**. The **SCOPE OF SERVICES** as found in Attachment A shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the **FEE SCHEDULE** as contained in Attachment A in the Amount Not To Exceed **ONE HUNDRED EIGHTY FIVE THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$185,830.00)**. The **FEE SCHEDULE** shall be considered as an integral part hereof.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the 8th Day of May 2012.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this paragraph.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, SCOPE OF SERVICES; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, SCOPE OF SERVICES.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should City request changes in the scope, extent, or character of the Project, the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or

of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 TRAVEL; EXPENSES
The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be

exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.



SULLIVAN ENGINEERING, INC.
317 Main Street, Suite 201
Franklin, TN 37064

April 23, 2012

Mr. Paul Holzen, P.E.
Interim Director of Engineering
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37064

RE: McEwen Drive – Temporary Connector
From: West of Cool Springs Blvd.
To: 1,400+/- L.F. West of Players Mill Road
Project Length 1,850 +/- L.F. (Includes 500+/- L.F. of Side Roads)
City of Franklin, Tennessee
Williamson County

Dear Paul,

Sullivan Engineering, Inc. (SEI) is pleased to submit a proposal for engineering design services associated with the development of the subject project. To assist Franklin's City Administrators in allocating funds for the design and construction of McEwen Drive Temporary Connector, SEI has broken this proposal into sections covering Right-of-way and Construction Design Services. In addition please find a section covering optional Construction Engineering Services for your review should you desire to include these services to the scope of services.

Design Services

Preliminary & Right-of-Way Design Documents

The initial step in the design process would be to obtain field survey data allowing our design team the ability to construct a computerized 3-D topographic model. At completion of the 3-D model our design team can use the computerized model to construct various horizontal and vertical alignments for review with city officials. Upon acceptance of the proposed alignment by City staff preparations will begin for design of right-of-way acquisition documents followed with final design and construction bid package. It is not anticipated retaining walls will be required as part of the project.

This initial design phase will also include a topographic survey for an additional 1,000 linear feet of existing roadway connecting the proposed termini with a section of roadway previously improved east of Players Mill Road. This improved section will be limited to a roadside safety review to be used in providing guidance and recommendations associated with possible improvements to the existing routes operational characteristics within the study area. Typical items to be identified would be shoulder improvements, guard rail, end walls, paving, signs and pavement markings. If the construction budget permits additional improvements may be implemented as part of the construction bid package.

Construction Design & Bidding Documents

Consist of preparing the final construction bid package. The construction design phase will consist of final coordination efforts between City and State Environmental officials in preparation of necessary water quality permits necessary prior to authorization of construction and issuance of the contractors

“Notice to Proceed” being issued. Construction design documents will include a list of standard drawings, general notes, special details and special provisions as issued by the TN Department of Transportation for inclusion into the construction bid package. Final construction design elements will consist of creating tabulated and estimated quantities and associated footnotes. The final bid package will be based on the “Standard Specifications of The TN Department of Transportation, dated March 1, 2006” and Special Provisions contained in the construction bid package. The construction bid package will be based on the “Engineering Joint Council Document Committee” (EJCDC) contract format. An engineer’s estimate of probable cost will be developed during the construction design phase based on itemized quantities contained within the project manual.

The following outline indicates engineering services associated with the development of right-of-way acquisition and construction bid documents for your review and acceptance.

1) Topographic Survey

- a) Per TDOT survey guidelines;
- b) Topographic data coordinated with Franklin’s GIS System;
- c) Initial property owner and utility owner contacts

2) Combined Preliminary & Right-of-Way Design Documents

- a) Coordinate Alignment with City officials
- b) Cross Sections at 50’ intervals
- c) Distribution of design documents for utilities impact assessment
- d) Identify Parcels impacted by construction
 - i) Prepare Property Acquisition Documents
 - (i) Descriptions
 - (ii) Exhibits
 - (iii) Field stake limits of acquisition
- e) Coordinate with Franklin’s Storm Water Regulations
 - i) Identify Permanent Drainage Easements
 - ii) Size hydraulic crossings
 - (i) Cross drains Q50
 - (ii) Storm and side drains Q10
- f) Preliminary Roadway Lighting Design
 - (a) Evaluation of approximately 1,850’ of roadway for both HPS and LED options.
 - (b) A schematic depicting the new light installations along with the electrical infrastructure needed to feed the electrical additions.
- g) Attend Field Reviews and progress meetings

3) Construction Design & Bidding Documents

- a) Coordinate construction details with City officials
- b) Cross Sections at 50’ intervals
- c) Review final design with utilities for construction coordination purposes
- d) Final review of City and State water quality regulations
- e) Estimate Construction Quantities
 - i) Prepare tabulated items
 - ii) Prepare contract Bid Form
- f) Engineers estimated probable cost of construction
- g) Roadway design details
 - i) General Notes,
 - ii) Special notes,

- iii) Standard drawings,
- iv) Special details
- h) Traffic Control Plan
- i) Erosion Control Plan
- j) Prepare final Water Quality Permits
 - i) Submit to appropriate government agencies for review and acceptance
- k) Pavement Marking and Signing Layout
- l) Roadway lighting plan
 - i) Final design depicting proposed light installations along, inclusive of the electrical infrastructure needed to feed the electrical additions.
 - ii) Electrical details depicting the duct, fixture, pole, and base installations.
 - iii) A photometric study detailing the light levels along the roadway and within the lot lines
 - iv) All written specifications pertaining to the lighting installations.
- m) Construction Bid package
 - i) Issue final design documents and construction bid package
 - (1) Issue construction contract
 - ii) Attend and conduct pre-construction meeting
 - (1) Issue a construction notice to proceed
- n) Attend Field Reviews and progress meetings

I) Optional - Construction Engineering Services

- 1) Maintain a project correspondence file
 - i) Distribute meeting minutes
 - ii) Distribute Shop Drawings
 - iii) Distribute contract documents as required.
- 2) Attend project meetings
 - i) Schedule and attend monthly project meetings
 - ii) Attend on site meetings with city and contractor as required.
 - iii) Attend substantial and final field review meetings
 - iv) Attend other project meetings as required.
- 3) Maintain construction documents
 - i) Prepare and distribute
 - (1) Revisions
 - (2) Change orders
 - (3) Change directives
 - (4) Review and approve shop drawings
 - (5) Issue supplemental instructions
- 4) Contractor's application for payments
 - i) Visit construction site to check quantity and quality of work
 - ii) Check material tickets
 - iii) Compare and evaluate estimated quantity with contractors request
 - iv) Distribute, review and approve payment
- 5) Review construction schedule
 - i) Notify owner and contractor as required
- 6) Review shop drawings
 - i) Verify compliance with contract specifications
 - ii) Distribute as required
 - iii) Review request for substitutions
- 7) Review erosion features

- i) Installation
- ii) Maintenance
- 8) Prepare project closure documents
- 9) Construction Testing & Observation
 - i) Observe roadway and structure testing operations,
 - ii) Observe quality control and installation of materials,
 - iii) Field visits with written reports as required.

The following summary represents the estimated fee necessary for our design team to complete these projects:

COMPENASTATION TABLE

SEI Design Services	
Preliminary/Right-of-Way Plans	\$94,600
Construction Plans	\$40,570
<i>Sub-Total SEI Design Services</i>	
<i>\$135,230</i>	
Consultant Design Services	
Topographic Survey update	\$26,970
survey Stake (Allowance -ROW, ESMT, CL)	\$5,410
Pavement Marking/Signing @ Cool Springs Blvd.	\$7,480
Roadway Lighting	\$4,740
Property Acquisition Descriptions (Allowance - \$2,000 large parcel, \$1,000 small parcel)	\$5,000
Reproduction Cost (Review Plots & PDF's by SEI all other reproduction cost by City)	\$1,000
<i>Sub-Total Consultant Design Services</i>	
<i>\$50,600</i>	
<i>Total Phase Two Design Cost</i>	
<i>\$185,830</i>	

COMPENSATION:

This project will be developed in accordance with City of Franklin and current T.D.O.T. (English) Design Guidelines, Standard Drawings and Special Provision in the development of this project. The design fee is based on a lump sum basis and shall include all items listed within the Scope of Work, computer plotting, and travel expenses. All printing for field reviews, public meetings and construction bids shall be the Responsibility of the City of Franklin. All documents shall be computer generated in an AutoCAD format and reproduced in a Portable Document Format (PDF) suitable for printing.

Please find enclosed the following for your review and to further explain the scope of services to be performed as part of this project:

- Proposed Improvements;
- Probable Alignment
- Scope of Work,
- Design and Construction Schedule

I hope this proposal meets with your approval. Please phone after you have had a chance to review this proposal or if there are any questions.

Sincerely,
Sullivan Engineering, Inc.

Paul Collins

Paul V. Collins, Jr.
Vice President

Enclosure

SCOPE OF WORK

All documents will be developed in accordance with City of Franklin and current T.D.O.T. (English) Design Guidelines, Standard Drawings and Special Provision in the development of this project. The following list is representative of documents to be generated in the development of a construction bid package.

1) Title Sheet

- a) Preliminary/Right-of-Way
- b) Construction

2) Typical Sections

- a) Mainline
- b) Cross-Road
- c) Traffic Control
- d) Private Drives/Field Entrances/Business Entrances
- e) Paving Schedule
 - i) Construction Documents Only
 - ii) Paving section shall be per design documents used in the construction of McEwen Phase III

3) Construction Details and Notes

- a) Special Details
- b) General and Special Notes
- c) Scope of Work
- d) Itemized T.D.O.T. Standard Drawings List
- e) Roadway Lighting System

4) Tabulated Data

- a) Private Drives/Field Entrances/Business Entrances
- b) Erosion Control
- c) Traffic Control
- d) Storm and Cross Drainage
- e) Box/Slab Culvert Quantities
- f) Paving Quantities
- g) Signing & Pavement Markings
- h) Itemized Construction Quantities
 - i) At completion of Construction Documents

5) Property Map

- a) Right-of-Way Notes
- b) Acquisition Block
 - i) Footnote erosion control easements.
 - ii) Footnote temporary construction easements.
- c) Scale 1" = 50'
- d) Identify parcels impacted by construction
- e) Prepare property acquisition descriptions

6) Present Layout

- a) Scale 1" = 50'
- b) Proposed horizontal alignment data
- c) Survey control points and bench marks
- d) Proposed Right-of-Way/Easement requirements

- 7) **Proposed Layout/Drainage**
 - a) Scale 1"=50'
 - b) Details as required
 - c) Permanent Pavement Markings
 - d) Permanent Signing
 - e) Roadside ditch, storm drain and cross drainage systems

- 8) **Proposed Profiles/Drainage**
 - a) Scale (1"=50'Horiz. & 1"=5'Vert.)
 - b) Roadside Ditch, storm drain and Cross Drainage systems
 - c) Drainage tabulation tables

- 9) **Private Drive/Field Entrance Profiles**
 - a) Scale (1"=50'Horiz. & 1"=5'Vert.)
 - b) All Drives will be surfaced in accordance with TDOT Design Guidelines
 - c) Side drain requirements

- 10) **Culvert Sections**
 - a) As Required

- 11) **Cross-Sections**
 - a) 50' Intervals
 - b) To be included in:
 - i) Preliminary/Right-of-Way design documents
 - ii) Construction design documents

- 12) **Utility Design Coordination**
 - a) By SEI
 - b) A utility information sheet will be prepared based on data received from the various utility companies.

- 13) **Project Reviews (As required)**
 - a) Preliminary/Right-Of-Way
 - b) Construction

- 14) **Topographic Survey**
 - a) Per TDOT survey guidelines;
 - b) Topographic data coordinated with Franklin's GIS System;
 - c) Initial property owner and utility owner contacts

- 15) **Adjoining Project Coordination**
 - a) By SEI
 - b) City of Franklin

- 16) **Drainage Map**
 - a) Major basins as required

- 17) **Design Project Management**
 - a) Coordinate with City of Franklin Officials
 - b) Coordinate with appropriate State and Federal agencies as required

18) Traffic Control

- a) Maintain Traffic During Construction
- b) Per M.U.T.C.D. Guidelines

19) Erosion Control

- a) Per Current City of Franklin and TDEC water quality guidelines
- b) Prepare necessary State and Federal Permits
 - i) Permits submittal by SEI
 - ii) Review fees to be paid by City of Franklin.

20) Roadway Lighting Design

- a) Design Plan and specifications
- b) Review with MTEMC and City officials as required
- c) Construction bid specifications

21) Construction Bid Documents by SEI

- a) Unit Price Bid
- b) T.D.O.T. pay item units and descriptions
- c) Bid documents in accordance with EJCDC format

EXCLUSIONS:

- Aerial survey
- Utility Relocation Design
- Environmental and Erosion Control mitigation design plans
- Environmental, Archeological and Cultural Resource review/assessment
- Structures Bridge/Retaining wall)
- Geotechnical/Paving Design*
- Signalization
- Construction Testing and observation
- Excludes analysis of round-about capacity and operational characteristics

*Paving design to match McEwen III east of Cool Springs Blvd.

SCOPE OF SERVICES

PROPOSED CONSTRUCTION OF McEWEN DRIVE (TEMPORARY CONNECTOR)

Proposed Improvements:

This project is a combination of new alignment connecting to the existing route and a review of an additional 1,000' of the existing route extending to the east for safety and operational modifications. McEwen Drive will begin east of Cool Springs Blvd. and extend east 1,850+/- linear feet to a point of intersection with existing McEwen Drive approximately 1,400 linear feet west of Player Mill Drive. The City of Franklin's Major Thoroughfare Plan classifies McEwen Drive as an urban collector street with a design speed of forty-five (45-MPH) miles per hour. In addition to the design work on McEwen Drive a section of the existing roadway shall be designed to either provide for a cul-de-sac or "T-intersection".

An additional 1,000 linear feet of topographic survey is being obtained allowing for the possibility of extending the construction limit to an improved section of roadway located east and west of Players Mill Road. Improvements to this section will be limited to providing guidance and recommendations associated with improving the existing routes safety and operational characteristics for a distance of 1,000 +/- feet. Typical items of improvement to be identified would be shoulder improvements, guard rail, end walls, paving, signs and pavement markings. If the construction budget permits these additional improvements may be implemented.

The proposed roadway template will provide for two (12'-0") basic lanes in each direction with five (5') foot bicycle lanes along each side flanked with 6-30 curb and gutters within a one hundred ten foot (110') foot minimum right-of-way for approximately 1,000 linear feet. The travel lanes shall be separated by a 25'-0" raised and sod median with additional left turn lanes provided as approved by the city's engineering staff. Behind the curbs will be a 5'-0" sod strip and 5-foot sidewalks. The proposed roadway shall be lighted using LED fixtures located between the curb and sidewalk. The storm drainage design shall be based on a ten year design storm frequency with all cross drains based on a fifty year design storm frequency. All storm drainage and erosion control shall be done in accordance with current City of Franklin Storm Water Regulations.

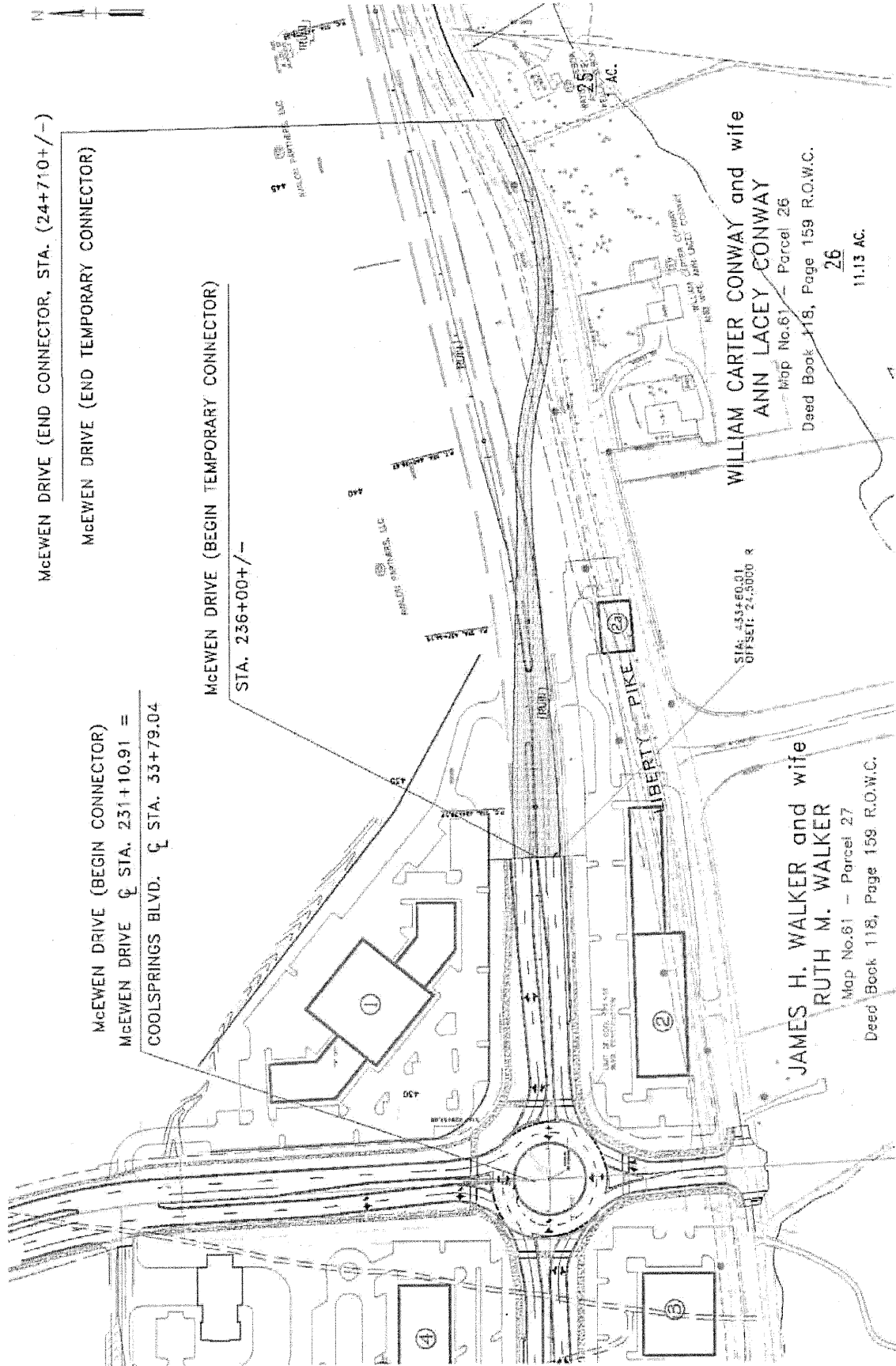
The portion of roadway that transitions from the permanent 4-lane section connecting with the existing roadway shall be a two lane section. A proposed roadway template of two (12'-0") basic lanes with 4-foot shoulders (3 stabilized & 1 non-stabilized) shall be constructed within a one 76-foot minimum right-of-way. Connections of this nature typically require a design exception when matching existing conditions.

It is not anticipated at this time, a need for any drainage structures other than Class III Reinforced Concrete Pipe or box/slab culverts at stream crossings. Any proposed box or slab culverts used on this project shall be selected from available T.D.O.T. Standards.

Various utilities exist along the proposed McEwen Drive corridor. Roadway improvements of this magnitude typically include relocation or upgrades of major electrical, water, gas, sewer, telephone and cable TV lines including customer service connections. All utility relocation design shall be the responsibility of the owner or their assigned representative.

Also, it is noted that in keeping with the City's Traffic operation Center a conduit shall be provided within the 4-lane section allowing a fiber optic communication cable to be installed at a future date.

PROBABLE ALIGNMENT



McEWEN DRIVE (END CONNECTOR, STA. (24+710+/-))

McEWEN DRIVE (END TEMPORARY CONNECTOR)

McEWEN DRIVE (BEGIN CONNECTOR)

McEWEN DRIVE C STA. 231+10.91 =

COOLSPRINGS BLVD. C STA. 33+79.04

McEWEN DRIVE (BEGIN TEMPORARY CONNECTOR)

STA. 236+00+/-

WILLIAM CARTER CONWAY and wife
ANN LACEY CONWAY

Map No. 61 - Parcel 26
Deed Book 118, Page 159 R.O.W.C.

26
11.13 AC.

JAMES H. WALKER and wife
RUTH M. WALKER

Map No. 61 - Parcel 27
Deed Book 118, Page 159 R.O.W.C.

CONSTRUCTION AND DESIGN SCHEDULE

McEwen Drive (Temp Connector) Project Length 1,850+/- Linear Feet		
TASK	DAYS TO COMPLETION	DATE OF COMPLETION
Issue work order (1)		6/1/2012
Begin Survey	3	6/4/2012
Preliminary Survey Due	14	6/18/2012
Begin Preliminary Design	-17	6/1/2012
Review preliminary Design with City Officials	21	6/22/2012
Advertise for Design Public Hearing (N/A)	0	6/22/2012
Hold Design Public Meeting (N/A)	0	6/22/2012
Receive Design Public Meeting Comments (N/A)	0	6/22/2012
Finish Survey	3	6/25/2012
Begin Utility Design Coordination	-3	6/22/2012
Finish Preliminary Design (N/A)	0	6/22/2012
Begin Right-of-Way Design (2)	0	6/22/2012
Begin Water Quality Permit Process	0	6/22/2012
Submit for Right-of-Way Field Review	21	7/13/2012
Hold Right-of-Way Field Review	5	7/18/2012
Finish Final Right-of-Way Plans	5	7/23/2012
Begin Property Appraisals	-31	6/22/2012
Submit Water Quality Permits to TDEC	31	7/23/2012
Begin Construction Plans	0	7/23/2012
Complete Property Appraisals	0	7/23/2012
Begin Property Acquisition	1	7/24/2012
Submit for Construction Field Review	75	10/7/2012
Complete Property Acquisition	0	10/7/2012
Incorporate Construction Plans Per Review and Acquisition Comments	14	10/21/2012
Complete Utility Design Coordination	0	10/21/2012
Submit Final Construction Plans	14	11/4/2012
Advertise to Bid Contract	7	11/11/2012
Open Bid	30	12/11/2012
Issue Construction Work Order	30	1/10/2013
Hold Preconstruction Meeting	14	1/24/2013
Substantial completion Review	275	10/26/2013
Complete Construction	30	11/25/2013

NOTES:

- (1) Schedule to be adjusted based on actual issue date of work order.
- (2) Submit A.R.A.P. / 404 Permit / Driveway Permit, etc.