

CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No 2012-0077

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 Extension (East of Wilson Pike)  
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 **THREE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$345,400)**. 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 22<sup>nd</sup> 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](http://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 Extension (East)**  
From Wilson Pike (SR 252)/McEwen Drive Intersection  
To Franklin's eastern City Limit  
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 Extension, 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*

#### ***Right-of-Way Design Documents***

The initial step in the design process will be to update topographical and geotechnical 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 update the original 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 contact with Columbia Gulf to begin the process of obtaining necessary approvals and permits necessary to construct a roadway across their easement. This process typically requires the center line be field located for Columbia Gulf's review and therefore an allowance has been established for this task if necessary.

#### **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.

**D) Right-of-Way Engineering Design Documents**

- 1) Topographic Survey
  - i) Update
    - (1) Property owner and Utility contact information
    - (2) Update per field observations
  - ii) Initial property owner and utility owner contacts
- 2) Cross-Sections
  - i) 50ft. Interval
  - ii) Geotechnical Explorations
    - (1) 20 Year paving design
    - (2) Slope stabilization recommendations
- 3) Property Acquisition Descriptions
  - i) Legal descriptions
  - ii) Exhibit drawings
  - iii) Property acquisition table
- 4) Issue roadway design plans for utility design and relocation purposes,
- 5) Hydraulic analysis
  - i) Coordinate with City of Franklin's Storm Water regulations
  - ii) Identify Permanent drainage easements
  - iii) Size hydraulic crossings
    - (1) Q50 Design for cross drains
    - (2) Q10 Design for side drains
- 6) Prepare Water Quality Permits.
  - i) All review and application fees to be paid by the city
- 7) Roadway lighting
  - i) A schematic design indicating depicting proposed light installations along with the electrical infrastructure needed to feed the electrical additions for review and acceptance
- 8) Initiate traffic control plan
- 9) Initiate erosion control plan
- 10) Initiate utility notification of proposed roadway improvements
- 11) Public Meeting
  - i) Attend and conduct Public Meeting,
    - (1) Prepare newspaper advertisement
      - (a) Cost of advertisement and mailings to be prepared and paid for by the City of Franklin
      - (b) Meeting minutes and transcript to be paid for and coordinated by the City of Franklin
    - (2) Prepare public hearing handout and presentation boards,
    - (3) Prepare a power point presentation,
- 12) Attend all Field Reviews and Meetings

## **II) Construction Engineering Design and Bid Documents**

- 1) Finalize roadway construction bid documents,
  - i) Unit Price Bid
  - ii) Coordinate construction details with City officials
- 2) Estimated and tabulated Construction Quantities
  - i) Prepare tabulated items
  - ii) Prepare contract Bid Form
  - iii) Engineers estimated probable cost of construction
- 3) Roadway design details
  - i) General Notes,
  - ii) Special notes,
  - iii) Standard drawings,
  - iv) Special details
- 4) Finalize Box/Slab culvert crossing design documents
- 5) Finalize Traffic Control Design
- 6) Finalize Erosion Control Design
  - i) Prepare final Water Quality Permits
    - (1) Submit to appropriate agencies for review and acceptance
    - (2) All fees to be paid by the City of Franklin
- 7) Finalize Roadway Lighting Design
  - i) Final design indicating proposed light installations, 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.
- 8) Prepare Pavement Marking and Signing Layout documents
- 9) Prepare construction bid documents
  - i) Attend bid opening
  - ii) Open bids
  - iii) Review bid submittals
  - iv) Prepare and verify bid tabulation
- 10) Issue final design documents and construction contract
  - i) Attend and conduct pre-construction meeting
    - (1) Issue a construction notice to proceed
- 11) Attend Field Reviews and Meetings

## **III) 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

##### **Engineering Design Services (Lump Sum)**

<b>SEI Design Services</b>	
Right-of-Way Plans	\$137,290
Construction Plans	\$114,410
<b><i>Sub-Total SEI Design Services</i></b>	<b><i>\$251,700</i></b>
<b>Consultant Design Services</b>	
Topographic Survey Update by HFR	\$2,300
Topographic Survey (Supplemental Allowance)	\$1,730
Survey (ROW, Esm't, CL Stake, Includes)	\$5,750
Columbia Gulf Survey (Allowance)	\$1,150
Columbia Gulf Design Coordination	\$5,000
Geotechnical (Update Allowance)	\$23,000
Env. Assessment (Phase 1)	\$22,770
Roadway Lighting	\$22,000
Property Acquisition Descriptions (Allowance \$2,000 Large Parcel & \$1,000 Small Parcel)	\$9,000
Reproduction Cost (Review Plots & PDF's by SEI all other reproduction cost by City)	\$1,000

<b><i>Sub-Total Consultant Design Services</i></b>	<b><i>\$93,700</i></b>
<b><i>Total Phase Two Design Cost</i></b>	<b><i>\$345,400</i></b>

**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;
- 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



## **PROPOSED IMPROVEMENTS**

### **Project length 5,500+/- L.F.**

Design development of this project will be based on preliminary design documents prepared by Sullivan Engineering, Inc. This project is a new alignment beginning at the Wilson Pike (SR 252)/McEwen Drive intersection and extending east to Franklin's City Limit at the western edge of the Terramore Subdivision as noted on the City's Major Thoroughfare Plan. The City of Franklin Major Thoroughfare Plan classifies McEwen Drive East Extension as a Major Arterial roadway with a design speed of forty-five (45-MPH) miles per hour.

The proposed roadway template will provide for two (12'-0") basic lanes in each direction with a 12' multi-use path 12'-0" along the south side and a 5' sidewalk along the north side. The travel lanes will be flanked with 6-30 curb and gutters within a one hundred twenty foot (120), foot minimum right-of-way. The travel lanes shall be separated by a 20'-0" raised sod median with additional left turn lanes as approved by the City of Franklin's engineering staff. Behind the curbs will be a 5'-0" sod strip separating the travel way from the sidewalk and multi-use path. The proposed roadway shall be lighted utilizing LED fixtures in accordance with current design standards. 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 water quality design standards. Please note that the proposed typical section as noted above may be modified to comply with conditions mandated by Columbia Gulf for crossing of their easement.

Additional drainage, slope and construction easements may be required beyond the proposed right-of-way limits at various locations throughout the project. All front slopes shall be a 3:1 minimum slope to the clear zone. All areas disturbed during the construction of this project shall receive topsoil and sod. Temporary seeding will be used as necessary for water quality control measures as the project progresses. Vertical and horizontal alignments shall be designed for a 45-mile per hour design speed with emphasis placed on minimizing the impact to adjoining property owners. Horizontal and vertical design criteria shall be in accordance with approved guidelines established within the TN. Dept. of Transportation.

It is not anticipated at this time, a need for any drainage structures other than Class III Reinforced Concrete Pipe. However, box or slab culverts may be required for construction of the storm water drainage system. Box or slab culverts used in the construction of this project shall be selected from standard design culverts available from the TN. Dept. of Transportation Standards.

There are currently no known utilities which parallel the proposed McEwen Drive Extension corridor, however; some utility transmission lines do appear to cross the proposed alignment. Construction of new roadway such as this will spur utility districts within the project limits to provide upgrades to their existing system. Therefore, additional project coordination and meetings may be required for inclusion of major electrical, water, gas, sewer, telephone and cable TV lines. However roadway improvements at existing local streets typically require the relocation of electrical, water, gas, sewer, telephone and cable TV lines. All utility relocation design shall be the responsibility of the owner or their assigned representative and not within the scope of the proposal.

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.

### **McEwen East Environmental Evaluation**

## **Phase 1 Environmental Assessment**

Perform a Phase 1 Site Assessment (PSA) which will include:

A Statement of Certification; A systematic and detailed visual inspection of the property by TMCfield personnel to detect the existence of possible soil contaminants from past and present activities; A preliminary investigation of immediately adjacent areas for existing contamination or activities that may have had an environmental impact on this property.

## **Cultural Resources**

Conduct a Phase 1 Archaeological (Due Diligence) Survey to determine if any portions of the project area are eligible for inclusion into the National Register of Historic Places. A written report documenting the results of the cultural resources survey will be included in the Preliminary Environmental Evaluation.

## **Natural Resources**

### **Threatened and Endangered Species Survey**

Conduct a literature review and field investigation for the presence of known threatened or endangered species and their potential habitat. The survey will be conducted simultaneously with the field investigation of the Phase I Environmental Assessment. U.S. Fish and Wildlife Services and State of Tennessee records concerning threatened and endangered species for Williamson County, Tennessee, will be reviewed prior to the field investigation. A written report documenting the results of the threatened and endangered species investigation will be included in the preliminary environmental evaluation document.

### **Wetlands Investigation**

If wetland areas are identified on the project area, their locations will be recorded on a site location map. A brief description of the potential wetland areas, their approximate size, and a determination of whether they meet U.S. Corps of Engineers (CORPS) jurisdictional requirements will be included in the report. All jurisdictional wetlands will be delineated using the Corps 1987 Manual for the Identification and Delineation of Jurisdictional Wetlands. Delineated wetlands will be flagged in the field.

### **Stream Determination**

Any streams or major drainage ways encountered within the project area will be evaluated. A field determination as to whether the investigated areas should be considered as "Waters of the State" will be made.

## **GEOTECHNICAL STUDY**

### **Site Reconnaissance and Clearing**

- Mobilizations of bulldozer
- Hire time for equipment, operator and fuel surcharge
- Effort and expenses for on-site Geotechnical representative to travel to/from site, lay out borings, perform site reconnaissance, and \*direct clearing operations (up to 3.5 days)

### **Exploration**

- Mobilizations of ATV drill rig
- soil borings (augering/sampling; roadway borings )

### **Laboratory Testing**

- Natural Moisture Determinations
- Atterberg limits
- Grain Size Analyses w/ Hydrometer
- Unconfined Compression Tests
- Standard Proctor Compaction Tests

### **Professional/Administrative/Support Staff:**

- CAD Drafting
- Administrative support for project set up, subcontractor documents, establish contract and billing files
- Project Management, data review and analysis, report development (Project Engineer)
- Meeting time to review/discuss project findings (8 hours each for Senior and Project Engineers)
- Senior Engineer Oversight and Review
- Publish four copies of the report
- Reasonable direct and miscellaneous expenses

### **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.

#### **Base Engineering Design Services**

##### **1) Title Sheet**

- a) Right-of-Way/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

##### **3) Construction Details**

- 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) Estimated and Tabulated Data**

- a) Private Drives/Field Entrances/Business Entrances
- b) Erosion Control
- c) Traffic Control
- d) Drainage
  - i) Roadside ditch
  - ii) Storm
  - iii) Cross drain
  - iv) Structures (box/slab culvert)
- e) Paving Quantities
- f) Signing & Pavement Markings
- g) Estimated Construction Quantities
  - i) At completion of Construction Documents
  - ii) Cost Estimate
    - (1) At completion of Construction Documents
- h) Earthwork Quantities

##### **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) Existing topographic data and boundary information
- c) Proposed Horizontal alignment data
- d) Right-of-Way/Easement requirements

**7) Proposed Layout/Drainage**

- a) Scale 1"=50'
- b) Construction details as required
- c) Permanent Pavement Markings
- d) Permanent Signing
- e) Drainage
  - i) Special ditch
  - ii) Storm
  - iii) Cross Drainage system

**8) Proposed Profiles/Drainage**

- a) Scale (1"=50'Horiz. & 1"=5'Vert.)
- b) Roadside ditch, storm and cross drainage systems
- c) Existing utilities of record
- d) Drainage tabulation tables
- e) Hydraulic data

**9) Private Drive 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) Reinforced concrete pipe Class III
- b) Box or slab TDOT approved culverts
- c) Hydraulic data

**11) Cross-Sections**

- a) 50' Intervals
- b) Geotechnical data to be included
- c) To be included in:
  - i) Right-of-Way Design Phase
  - ii) Construction Design Phase

**12) Utility Information Plan**

- a) Schematic plan prepared by SEI.
  - i) Schematic plan to be based on data furnished SEI by the various utility companies.

**13) Topographic Survey**

- a) Update
  - i) Property owner and Utility contact information
    - (1) Update per field observations

- ii) Initial property owner and utility owner contacts

**14) Drainage Map**

- a) Major basins identified

**15) Project Reviews**

- a) Right-Of-Way
- b) Construction
- c) Additional meetings as required with City Officials

**16) Public Meeting**

- a) Attend and conduct Public Meeting,
  - (1) Prepare newspaper advertisement
    - (a) Cost of advertisement and mailings to be paid for by the City
    - (b) Meeting minutes and transcript to be paid for and coordinated by the city
  - (2) Prepare public hearing handout and presentation boards,
  - (3) Prepare a power point presentation,

**17) Project Coordination and Management**

- a) By SEI & City of Franklin
- b) Coordinate with appropriate Government agencies as required

**18) Traffic Control**

- a) In accordance with the "Uniform Manual on Traffic Control Devices"
- b) Maintain Traffic During Construction
  - i) Temporary one lane Traffic during Daytime operations
  - ii) Two lane Traffic during Nighttime operations
- c) Per local, state and federal guidelines

**19) Erosion Control**

- a) Per Current City of Franklin and T.D.E.C. Guidelines
- b) Prepare necessary State and Federal Permits
  - i) Submittal and fees by City of Franklin

**20) Geotechnical Investigations**

- a) Slope stability recommendations and report
- b) Ten and twenty year pavement design

**21) Roadway Lighting Design**

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

**22) 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
- Offsite drainage study
- Utility relocation design
- Water quality mitigation
- Structures (bridges and retaining walls)
- Traffic counts, analysis, projections and signalization
- Air and Noise Environmental Assessment
- Remediation of karsts features
- Construction testing and observation

# **CONSTRUCTION AND DESIGN SCHEDULE**



<b>McEwen Drive (East Extension)</b>		
<b>Project Length 5,500+/- Linear Feet</b>		
<b>TASK</b>	<b>DAYS TO COMPLETION</b>	<b>DATE OF COMPLETION</b>
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
<b>Review preliminary Design with City Officials</b>	<b>21</b>	<b>6/22/2012</b>
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
<b>Begin Right-of-Way Design (2)</b>	<b>0</b>	<b>6/22/2012</b>
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
<b>Finish Final Right-of-Way Plans</b>	<b>5</b>	<b>7/23/2012</b>
Begin Property Appraisals	-31	6/22/2012
Submit Water Quality Permits to TDEC	31	7/23/2012
<b>Begin Construction Plans</b>	<b>0</b>	<b>7/23/2012</b>
Complete Property Appraisals	0	7/23/2012
Begin Property Acquisition	1	7/24/2012
Submit for Construction Field Review	75	10/7/2012
<b>Complete Property Acquisition</b>	<b>0</b>	<b>10/7/2012</b>
Incorporate Construction Plans Per Review and Acquisition Comments	14	10/21/2012
Complete Utility Design Coordination	0	10/21/2012
<b>Submit Final Construction Plans</b>	<b>14</b>	<b>11/4/2012</b>
Advertise to Bid Contract	7	11/11/2012
<b>Open Bid</b>	<b>30</b>	<b>12/11/2012</b>
Issue Construction Work Order	30	1/10/2013
Hold Preconstruction Meeting	14	1/24/2013
Substantial completion Review	425	3/25/2014
<b>Complete Construction</b>	<b>30</b>	<b>4/24/2014</b>

**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.



# MEMORANDUM

---

May 1, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *Eric*  
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 East Extension Project (COF Contract 2012-0077)

### **Purpose**

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

### **Background**

In 2007, the City of Franklin entered into a PSA with SEI to provide preliminary engineering documents for the McEwen Drive East Extension Project, with project limits from Wilson Pike (252) to the eastern City Limits. In 2009, an amendment was made to the PSA, because of an alignment shift. The City of Brentwood is tasked with designing and constructing McEwen Drive from the city limits to Clovercroft Road. The original agreement between the cities stated that a 2-lane section had to be completed by December 31, 2012. However, the construction timeline has been amended to be development driven.

This PSA will allow SEI to complete right-of-way and construction plans and associated documents for this project.

### **Financial Impact**

The cost as negotiated with SEI for the design & additional services is an amount not to exceed \$345,400. This design work is part of the Board-approved Capital Investment Project Funding Plan.

### **Recommendation**

Staff recommends approval of the Professional Services Agreement with SEI (COF Contract No. 2012-0077) for an amount not to exceed \$345,400.