

CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No 2012-0116

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and ALFRED BENESCH & COMPANY 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:

**Long Lane Bridge Over I-65 Project**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the SCOPE OF SERVICES, PHASE I. 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 TWENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$324,725.00)**. 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 \_\_\_\_\_ Day of \_\_\_\_\_ 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 Article.

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 fee and 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 unless otherwise prohibited.
- 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.



EXHIBIT A

Alfred Benesch & Company  
109 Westpark Drive, Suite 440  
Brentwood, Tennessee 37027  
www.benesch.com  
P 615-370-6079  
F 615-627-4066

June 27, 2012

Mr. Paul Holzen, P.E.  
Engineering Director  
City of Franklin  
109 Third Avenue South  
Franklin, Tennessee 37064

**Subject: Proposal for Engineering Services  
Proposed Long Lane Bridge over I-65  
City of Franklin, Tennessee**

Dear Mr. Holzen:

*Alfred Benesch & Company* is pleased to have the opportunity to submit the professional services proposal to provide the engineering services related to the new Long Lane Crossing of I-65 near the Peytonsville Road Interchange. Per your instructions we have broken the project into two (2) phases. The first phase will develop the plans necessary so that TDOT in conjunction with their widening project will be able to construct the center pier within the median of I-65 for the Long Lane overhead bridge. The second phase will complete the design plans for Long Lane over I-65 with the intent that the City of Franklin will advertise the project for construction.

At this point we have not included construction phase services in the scope or fee schedule. As you are aware Benesch has experienced CE&I staff that can provide these services if deemed necessary in the future.

If you have any questions or need any additional information, please feel free to contact me at 615.370.6079. We look forward to assisting the City of Franklin on this important project.

Sincerely,

Thomas M. Clinard, P.E.  
Vice President  
Tennessee Division Manager

Copy: Sammie McCoy, ABC  
FILE

# ATTACHMENT A

## SCOPE OF SERVICES

The Scope of Services as detailed below is to provide the CLIENT complete Roadway and Bridge Construction Plans for the Proposed Long Lane Bridge over I-65 located approximately 0.65 miles north of the existing Peytonsville Road interchange as shown in the attached Alternate 6 layout sheet.

The original project was initiated in 2007 by the CLIENT with the assistance of Alfred Benesch & Company (formerly Clinard Engineering Associates, LLC). During the initial alignment study phase, eight (8) alternatives were developed for crossing I-65 within the project area. After coordination with the CLIENT and TDOT, Alternate 6 was determined to be the preferred alternate.

As requested by the CLIENT Phase I plans will be developed to a sufficient level as to provide TDOT with the required information so that as part of TDOT Project: I-65, from north of SR 840 to north of SR 248 (P.E. No. 94002-1178-44) the center bridge pier can be constructed for the Long Lane overpass within the median of I-65. Phase II plans and specifications will be developed for the complete overpass project to be bid by the CLIENT.

The services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be as follows:

### **Phase I Design:**

- 1.1 The CONSULTANT shall perform the necessary field surveying updates using conventional ground surveying methods. Due to the timeframe since the original survey was completed (August 2007) it is anticipated that the update will include the following: topographical updates between Five Mile Creek and Old Peytonsville Road, utility updates, utility owner updates, property owner updates/subdivisions. Due to the selected alignment the original survey limits will be extended 300' west of Ellington Drive and 300' east of the back entrance off Long Lane to the Williamson County Ag Center. All survey information gathered for the project shall adhere to the TDOT Survey Manual and shall be tied to the State Plane Coordinate System using the Tennessee Geodetic Reference Network (TGRN). In addition to existing topographic features and property lines, both above and below ground utilities will be located based upon available mapping and as marked by Tennessee One-Call.
- 1.2 The CONSULTANT shall finalize the ALIGNMENT STUDY PHASE for the proposed overpass project and receive approval from the CLIENT and the Tennessee Department of Transportation prior to the commencement of the PRELIMINARY PLANS phase of the project. It is anticipated that this task will include the refinement of Alternate 6 based on the latest TDOT plans and update the engineer's estimate of probable cost..
- 1.3 The CONSULTANT shall develop PRELIMINARY PLANS for the project based upon the approved alignment. The roadway design parameters for the project

will be based upon current versions of the following design guides; "A Policy on Geometric Design of Highways and Streets", American Association of State Highway and Transportation Officials; "TDOT Standards Specifications for Road and Bridge Construction"; Franklin Transportation & Street Technical Standards. These technical guidelines and specifications shall be followed unless superseded by the "Franklin Transportation & Street Technical Standards". During the PRELIMINARY PLANS phase of the project, the CLIENT will coordinate with both the Tennessee Department of Transportation (TDOT) as well as the Division Design Office of the Federal Highway Administration (FHWA) as it relates to the proposed bridge over I-65.

- 1.4 The CONSULTANT shall develop BRIDGE PLANS for the project based upon the approved alignment. This work will include design of two (2) bridges on Long Lane. Bridge 1 is anticipated to be a 410' 4 –span structure on Long Lane over I-65. Bridge 2 is anticipated to be approximately 70' single span structure on Old Peytonsville Road over Five Mile Creek. The Phase I bridge design scope of work includes Preliminary Engineering for both bridges and Hydraulic Analysis for the Five Mile Creek bridge. In Phase I preparation of Final Plans, Specifications and Estimates will only occur for the Proposed Long Lane Bridge over I-65.

Plans, Specifications and engineer's estimate of probable cost will be developed and submitted according to City of Franklin and Tennessee Department of Transportation (TDOT) guidelines. Plans will be created in Microstation (.dgn) format. The following design guidelines and specifications will be used: 2010 AASHTO LRFD Bridge Design Specifications, Fifth Edition; TDOT's Standard Specifications for Road and Bridge Construction; TDOT's Structures Memoranda (SMO's); Design Loading, HL-93; Seismic Risk Category per TDOT Structures Memoranda (SMO 55)

The bridge design scope of work is as follows:

#### PRELIMINARY ENGINEERING (Both Bridges)

- Prepare Hydraulic Layout Plan (Five Mile Creek bridge), initial coordination with permitting agencies and develop related documents
- Hold value planning session and prepare bridge type study to optimize span arrangement, determine most cost-effective bridge type, minimize hydraulic and environmental impacts, and address scour
- Model Bridge utilizing HEC-RAS
- Prepare Preliminary Layout (develop Type, Size & Location Plans (TS&L)) – Plans detail the bridge type (super & sub structures), deck section, bridge location and geometry (vertical & horizontal), features crossed, design criteria, and hydraulics
- Develop hydraulic report and permit application packets for submittal to Permitting Agencies Develop soil boring program and coordinate with Geotechnical Engineer
- Finalize Preliminary Layout based on Permitting Agency Comments

## FINAL BRIDGE PLANS, SPECIFICATIONS & ESTIMATES (1 Bridge)

For the Proposed Long Lane Bridge over I-65 only this task includes structural analysis and design of bridge elements, preparation of final bridge plans, specifications and an engineer's estimate of probable cost, preparation of bridge design and quantity calculations, Quality Control/Quality Assurance and coordination with the CLIENT and appropriate agencies. Once complete and the final plans have been approved by the CLIENT and TDOT, the CONSULTANT will coordinate with TDOT so that the proposed pier located in the median of I-65 can be constructed as part of the TDOT Construction Project (P.E. No. 94002-1178-44)

- 1.5 Upon review and approval of the PRELIMINARY PLANS by the CLIENT, the CONSULTANT shall assist and attend one (1) Public Meeting with the CLIENT to inform local citizens of the proposed improvement project. Public meeting displays and a PowerPoint presentation shall also be developed by the CONSULTANT for use in this meeting.
- 1.6 The CONSULTANT shall develop RIGHT-OF-WAY PLANS for the project at the direction of the CLIENT. As part of the RIGHT-OF-WAY PLANS development, geotechnical engineering will be performed to determine slope recommendations for cut and embankment areas within the project limits as well as for determining foundation design criteria for both bridge locations. .

### Phase II Design:

- 2.1 The CONSULTANT shall develop the Deeds and Exhibits necessary for use by the CLIENT in acquiring the additional right-of-way needed for the proposed project.
- 2.2 The CONSULTANT shall develop CONSTRUCTION PLANS for the project as directed by the CLIENT. In addition to the development of the final roadway plans, the CONSULTANT shall also perform an ecology study to be utilized in receiving the required permits for the project. All permit fees required will be paid directly by the CLIENT. Upon substantial completion (95%) of the project CONSTRUCTION PLANS by the CONSULTANT, the plans will be submitted for review by the CLIENT. Following receipt of all comments, final CONSTRUCTION PLANS will be completed and submitted for final review by the CLIENT.
- 2.3 The CONSULTANT shall develop FINAL BRIDGE PLANS for both bridge locations. For the Long Lane Bridge over I-65 this task includes revisions to the plan to reflect the center pier constructed by TDOT within the median of I-65. This task assumes that a final survey of the constructed pier will be provided by TDOT once construction is complete.

For the bridge on Old Peytonsville Road over Five Mile Creek this task includes structural analysis and design of bridge elements, preparation of final bridge plans, specifications and an engineer's estimate of probable cost, preparation of bridge design and quantity calculations, Quality Control/Quality Assurance, coordination, and administration/management.



- 2.4 The CONSULTANT shall assist the CLIENT through-out the BIDDING phase of the project. This will include supplying the CLIENT with all required documents in Portable Document Format (PDF) suitable for printing. The CONSULTANT shall also assist in answering any questions from bidders, attend the bid opening as well as assist the CLIENT in evaluating the bids once received.

For clarification and information the following services are specifically not included as part of the SCOPE OF SERVICES as previously described: traffic counts, traffic signal design, roadway lighting design, utility relocations plans development, right-of-way acquisition or appraisal, archeological and cultural resource studies, flood studies, retaining wall design, mitigation design, pavement design and construction phase services.

## FEE SCHEDULE PHASE I

Based upon the SCOPE OF SERVICES as previously described, the following FEE SCHEDULE has been developed by the CONSULTANT:

<u>PROFESSIONAL SERVICES</u>	<u>FEE</u>
Field Surveying Services	\$18,875.00
Alignment Study Update	\$4,500.00
Preliminary Roadway Plans	\$65,000.00
Preliminary Bridge Plans <sup>(1)</sup>	\$60,525.00
Right-of-Way Plans <sup>(2)</sup>	\$68,200.00
Final Bridge Plans <sup>(3)</sup>	\$107,625.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$324,725.00</b>

(1) Preliminary bridge plans for Bridge over I-65 and Bridge over Five Mile Creek.

(2) Fee includes geotechnical engineering services. Excludes deeds and exhibits preparation.

(3) Final bridge plans for Bridge over I-65 only.

## **FEE SCHEDULE PHASE II**

Based upon the SCOPE OF SERVICES as previously described, the following FEE SCHEDULE has been developed by the CONSULTANT:

<u>PROFESSIONAL SERVICES</u>	<u>FEE</u>
Right-of-Way Plans <sup>(1)</sup>	\$3,050.00
Roadway Construction Plans <sup>(2)</sup>	\$49,500.00
Final Bridge Plans <sup>(3)</sup>	\$33,600.00
Final Bridge Plans Update <sup>(4)</sup>	\$7,675.00
Bid Documents & Assistance	\$8,200.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$102,025.00</b>

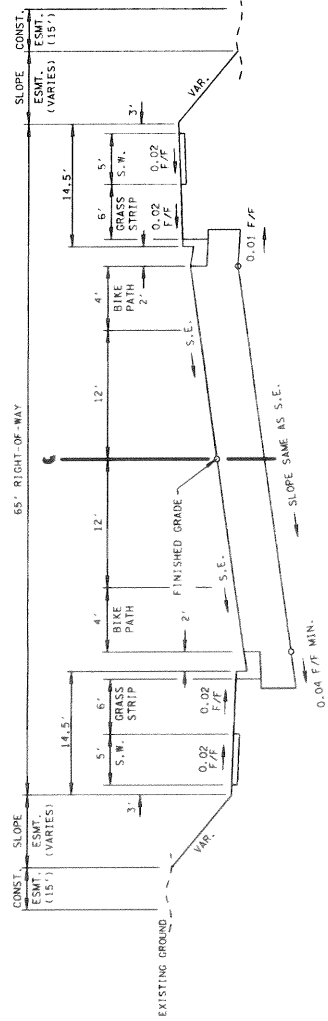
(1) Fee for deeds and exhibits preparation.

(2) Fee includes ecology study required for permits.

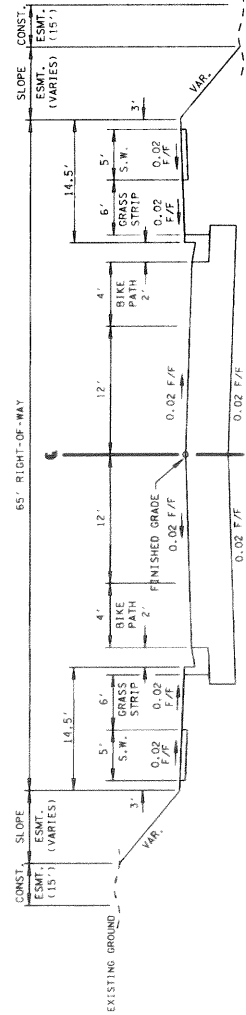
(3) Final bridge plans for Bridge over Five Mile Creek.

(4) Update construction plans for Bridge over I-65.

TYPE	YEAR	PROJECT NO.	SHEET NO.



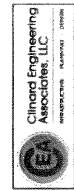
**LONG LANE  
SUPERELEVATED SECTION**  
(BASED ON STD., DWG. TS-9)



**LONG LANE  
TANGENT SECTION**  
(BASED ON STD., DWG. TS-9)

FILE NO.

R:\2007\07007 Long Lane Over-165\p\dm\p\m\0001\TYPICAL.SHT



TYPE	YEAR	PROJECT NO.	SHEET NO.
	2007		



CITY OF FRANKLIN  
 DEPARTMENT OF ENGINEERING  
**PROPOSED  
 LAYOUT**  
 ALTERNATE 6  
 AUGUST 2007  
 SCALE: 1"=100'



Cinard Engineering  
 Associates, LLC  
 ENGINEERING PLANNING DESIGN



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #8  
CIC  
07-12-12

MEMORANDUM

June 27, 2012

**TO:** Board of Mayor and Aldermen

**FROM:** Eric Stuckey, City Administrator  
David Parker, City Engineer/CIP Executive  
Paul P. Holzen, Director of Engineering

**SUBJECT:** **Consideration of the Professional Services Agreement (COF Contract 2012-0116) with Alfred Benesch & Company for the Long Lane Bridge over I-65 Project**

**Purpose**

The purpose of this memo is for the BOMA to consider a Professional Services Agreement with Alfred Benesch & Company for the Long Lane Bridge over I-65 Project

**Background**

The Long Lane Bridge over I-65 Project is included in the Major Thoroughfare and is intended to connect Old Peytonsville Road with Long Lane. The Main advantage of this crossing is to allow for traffic interconnectivity across I-65 without having to use Goose Creek By-Pass or HWY 96.

On May 8, 2007 the BOMA approved a contract with Alfred Benesch & Company (formerly known as Clinard Engineering Associates) for an alignment study of the Long Lane Bridge. This study resulted in two alignments with one being an underpass and the other an overpass. With the widening of I-65 going on City staff has been discussing different options with TDOT and have agreed that the overpass is the better option to pursue. If the City of Franklin was to have the bridge design completed and approved by TDOT we would be able to include the construction of the center pier into the I-65 widening project. To be able to successfully do this we will need to have a 100% bridge design completed. Including this in the construction of the I-65 project will result in major savings to the City. This savings would be in the traffic control required with construction on an interstate.

**Financial Impact**

The cost to design the bridge is \$324,725. This cost was not included in Ordinance 2012-20, *An Ordinance to Adopt the FY 2011-2015 Capital Investment Program (CIP) and The Top Ten (10) Board of Mayor and Aldermen Priorities With Associated Funding Plan*. A budget amendment would be necessary to fund this design work.

**Recommendation**

Staff recommends approval of Contract 2012-0116 with Alfred Benesch & Company for the Long Lane Bridge Over I-65 Project.