

East Flank Battlefield Park Road

Scope of Work for CEI Consultant

Construction Engineering and Inspection Services

Smith Seckman Reid, Inc. (SSR), will provide Construction Engineering and Inspection (CEI) services for the City in accordance with Appendix C, Roadway and Bridge Field Construction Procedures, in the TDOT "Local Government Guideline for the Management of Federal and State Funded Transportation Projects." SSR will provide the appropriate field and office staff required to assist the City in compliance with the guidelines for Locally Managed Projects as outlined in the subtasks below. As previously stated, it is assumed that there will be one construction contract for the entire project and that the construction phase of this project will have a nine (9) month duration. Furthermore, we anticipate that one (1) inspector in the field will be sufficient for this construction project.

SSR will provide Erosion Prevention and Sediment Control (EPSC) inspection in accordance to the guidelines outlined and accepted by the Tennessee Department of Environment and Conservation (TDEC). The EPSC inspection will be carried out in accordance to the Storm Water Prevention Pollution Plan (SWPPP) previously prepared by the city.

Task 1.1 – Pre-Construction and Pre-Erosion Conference.

SSR will prepare for and conduct one (1) Pre-Construction and Pre-Erosion Conference at a time and location determined by the City and TDOT. SSR will respond in writing to issues that arise at the meeting. SSR will prepare and distribute meeting minutes.

Task 1.2 – Provide Utility Coordination

SSR will provide project utility coordination and will coordinate individually and as a whole with the multiple utility companies identified in the construction documents as owning facilities within the project limits. SSR will prepare for and administer monthly utility coordination meetings with the Contractor and his subcontractors, and the utility representatives (these meetings may not last the entire length of the construction period; they will be discontinued once the project team believes that utility conflicts have been resolved). SSR will, as a part of these meetings assist the Contractor in the identification of utility installations and activities that may impact the overall progress of the project. SSR will coordinate with the identified utility meeting participants in the scheduling of work that is determined by the contractor to be time-sensitive. SSR is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors, and shall not be held liable for damages or delays resulting from the

Contractor's work or lack thereof. The sole purpose of SSR's role in the installation of utilities as related to this project is the coordination of continued progress of the project as a whole and to attempt to coordinate utility installation work that interferes with other project work.

Task 1.3 – Supplemental Agreements / Construction Change Orders

SSR will notify the City of the necessity for any Supplemental Agreements / Construction Changes. SSR will negotiate prices for additional pay items with the contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the City. SSR will prepare the Supplemental Agreement / Construction Change and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. SSR will review any Value Engineering Change Proposals and prepare recommendations for the City.

Task 1.4 – Shop Drawings and Submittals

The engineer of record will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 1.5 – Quality Assurance, Testing for Acceptance, and Training

SSR will provide certified and trained personnel for field and plant testing and inspection. SSR will monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. SSR will monitor documentation of testing by the Contractor. Field testing consists of ACI tests for concrete consisting of concrete plant, nuclear density testing of subgrade and earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the TDOT sampling and testing schedule. SSR will provide source or plant testing according to TDOT Standard Specification 106.05 to consist of asphalt plant inspection. SSR will provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and the Department's sampling and testing schedule. SSR will provide miscellaneous checking of application rates and dimensions and bearings to review conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by SSR for conformity to the Specifications. A Final Materials and Tests Certification will be provided in the Final Records submitted to the

City.

Task 1.6 – Progress Payments

SSR will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements / Construction Changes, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Recommended pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate “cut-off” will be the end of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts will be on file prior to the first Progress Payment.

Task 1.7 – Distribution of Correspondence

SSR will submit to the City a copy of the correspondence between SSR, the City, the Contractor, Subcontractors, and TDOT concerning matters related to the project. SSR will maintain an office file copy for submission with the project Final Records.

Task 1.8 – Inspection of Work

SSR will provide construction observation (inspection) services to determine if the work is in general conformance with the Plans and Specifications for items that are being incorporated into the project. SSR will observe, measure, and record the quantities for payment. SSR will record field measurements in project records for review by the City, TDOT, or auditors. The records will be recorded on a standard form (field book) as normally used by TDOT and/or on field inspection forms to be submitted to the City. SSR will check traffic control daily, and additionally as required or requested, and will notify the Contractor of deficiencies or problems observed. SSR will document weekly (or as often as necessary) project traffic control on forms normally used by TDOT and distribute as required. SSR will observe daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the Contractor of deficiencies. SSR will prepare to justify pay quantities in the case of questions by the Contractor or TDOT. SSR will maintain a daily diary, signed by the field representative, consisting of:

- A record of the Contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment

Each field technician will be certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Asphalt Concrete Certified Plant Technician
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training

Task 1.9 – Contractor Payrolls, Employee Interviews and Contract Compliance

SSR will receive and check the Contractor's payrolls for conformance to state wage rates as defined in the contract. Late payroll information (two weeks late) is understood by SSR to be appropriate justification to withhold progress payment. SSR will notify the Prime Contractor of late payrolls and request immediate submission. SSR will notify the City prior to making a recommendation for withholding payments. SSR will conduct Contractor employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. SSR will notify the Prime Contractor of inaccuracies and seek to resolve discrepancies. SSR will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

Task 1.10 – Reports

Reports and documents as required by TDOT guidelines will be generated by SSR in the process of contract administration. SSR will maintain either electronic or paper copies of project documentation in compliance with the TDOT Standard Operating Procedures.

Task 1.11 – Final Records

SSR will submit a compilation of project records in TDOT standard format to the City after project completion. SSR will make one set of corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. SSR will submit all final forms (FHWA-47, CC3, etc.) with the final records.

CITY OF FRANKLIN
MANDAY ESTIMATE AND FEE PROPOSAL
FOR CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES
City of Franklin - Eastern Flank
Battlefield Park Road

State Project No
114978.00

Federal Aid Project No
94LPLM-F3-041, STP-EN-9305(27)

Smith Seckman Reid, Inc

Prepared By:
David Donoho

2995 Sidco Drive
(615) 514-6129
(615) 386-8469
ddonoho@ssr-inc.com

Date prepared:9-29-12

Project No.:





**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
City of Franklin - Eastern Flank Battlefield Park Road
ESTIMATED MAN-HOURS**

SUMMARY

Item		Cost	
1a. Direct Labor (CEI)	Timeframe	Office	Field
		\$39,098.66	\$0.00
	Sub Total:	1a Office \$39,098.66	1b Field \$0.00
2. Overhead			
	156.86%		\$61,330.16
3. SubTotal 1a + 1b + 2			\$100,428.82
4. Net Fee	13.00%		\$11,944.64
5. Sub Total 3 + 4			\$112,373.46
6. Direct Expenses			
a. (Itemized)	See Itemized sheet		\$4,012.80
b. Neel- Schaffer EPSC			\$16,660.00
b. L. I. Smith Survey			\$32,874.07
c. Premium Labor			\$0.00
7. Project Total (5 + 6)			\$165,920.33



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
City of Franklin - Eastern Flank Battlefield Park Road
ESTIMATED MAN-HOURS**

PERSONNEL RATES

CLASSIFICATION	2012 Rate	2012/2013	2013/2014	2014/2015
Senior Project Engineer	\$61.10	\$61.10	\$61.10	\$61.10
Construction Manager	\$43.27	\$43.27	\$43.27	\$43.27
EPSC Inspector/Engineer	\$23.00	\$23.00	\$23.00	\$23.00
Records Clerk	\$16.00	\$16.00	\$16.00	\$16.00
Project Engineer/Chief Inspector	\$23.00	\$23.00	\$23.00	\$23.00
Grading Inspector	\$25.00	\$25.00	\$25.00	\$25.00
Bridge Inspector	\$25.00	\$25.00	\$25.00	\$25.00
General Inspector	\$25.00	\$25.00	\$25.00	\$25.00
Asphalt Inspector	\$30.00	\$30.00	\$30.00	\$30.00
Asphalt Plant Inspector	\$30.00	\$30.00	\$30.00	\$30.00
Erosion Control Inspector	\$25.00	\$25.00	\$25.00	\$25.00
General Inspector	\$30.00	\$30.00	\$30.00	\$30.00

Annual Pay Rate Increased By: 0.00% Effective date of rate change is July 1st.

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
City of Franklin - East Flank Battlefield Park Road
Direct Expenses
ESTIMATED MAN-HOURS**

Reproduction Costs:

Item Description	Number / Month	Unit Price	Item Subtotal	Total
Photo-copies	300	\$0.12	\$36.00	
Full size bond		\$0.50	\$0.00	
Half size bond		\$0.35	\$0.00	
Full size vellum		\$4.50	\$0.00	
Half size vellum			\$0.00	
Full size mylar		\$10.50	\$0.00	
Monthly Sub-Total:			\$36.00	\$216.00
Number of Months:			6	

Travel:

Per Diem (75%) Transportation Lodging	Number of Trips	No. of Miles/No. of People	RATE *	Item Subtotal	Total
	24	X 1.00 People X	\$46.00 / day	\$0.00	
		X 35.00 Miles X	\$34.50 / day	\$0.00	
		X 1.00 People X	\$0.47 / day	\$394.80	\$394.80
			\$77.00 / person	\$0.00	

* Rate must agree amounts in effect with State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses:

Vehicle Days	Days/month	Unit Price	Item Subtotal	Total
Project Engineer		\$ 27.00	\$0.00	\$0.00
Project Inspector/EPSC Inspector	21	\$ 27.00	\$3,402.00	\$3,402.00
Project Inspector		\$ 27.00	\$0.00	\$0.00
Asphalt Inspector		\$ 27.00	\$0.00	\$0.00
Asphalt Plant Inspector		\$ 27.00	\$0.00	\$0.00
EPSC Inspector		\$ 27.00	\$0.00	\$0.00
Records Clerk		\$ 27.00	\$0.00	\$0.00
Construction Manager		\$ 27.00	\$0.00	\$0.00
Inspector		\$ 27.00	\$0.00	\$0.00

TOTAL DIRECT EXPENSES

\$4,012.80

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
City of Franklin - Eastern Flank Battlefield Park Road
ESTIMATED MAN-HOURS**

	Hours												Rates				Direct Labor				Total DL	Total OT			
	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	2012	2013	2014	2015	2012	2013	2014	2015					
SSR													4	7	0	0	\$61.10	\$61.10	\$61.10	\$61.10	\$244.40	\$427.70	\$0.00	\$0.00	\$672.10
Senior Project Engineer													16	112	0	0	\$43.27	\$43.27	\$43.27	\$43.27	\$682.32	\$4,846.24	\$0.00	\$0.00	\$6,538.56
Construction Manager													0	0	0	0	\$23.00	\$23.00	\$23.00	\$23.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EPSC Inspector/Engineer													32	448	0	0	\$16.00	\$16.00	\$16.00	\$16.00	\$512.00	\$7,168.00	\$0.00	\$0.00	\$7,680.00
Records Clerk													32	1064	0	0	\$23.00	\$23.00	\$23.00	\$23.00	\$736.00	\$24,472.00	\$0.00	\$0.00	\$25,208.00
Project Engineer													0	0	0	0	\$25.00	\$25.00	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector-EPSC Insp													0	0	0	0	\$12.50	\$12.50	\$12.50	\$12.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector OT													0	0	0	0	\$30.00	\$30.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Asphalt Inspector													0	0	0	0	\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector OT													0	0	0	0	\$30.00	\$30.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Asphalt Plant Inspector													0	0	0	0	\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector OT													0	0	0	0	\$25.00	\$25.00	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector -Grdng/Dens													0	0	0	0	\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector -Gr OT													0	0	0	0	\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EPSC Inspector/MS													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RLS - LI SMITH													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PM- LI SMITH													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin - C&C													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Party Chief - C&C													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rodman1 - C&C													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rodman2 - C&C													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
													0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Asphalt - Small quantities - no plant inspection required

L. I. SMITH & ASSOCIATES, INC.
 302 N. Caldwell St.
 Paris, Tennessee 38242
 Phone (731) 644-1014
 Fax (731) 644-0109

SURVEY MAN-DAY ESTIMATE

Original: September 20, 2012 Revised: 09/24/2012, 09/28/2012

Williamson County Project ID 1758
 Eastern Flank Battlefield Park Access Improvements
 STP-EN-9305(27), 94LPLM-F3-041, 2012-0112

Horizontal and vertical control. Original and final cross-sections with calculations.
 Mainline is 5,014 LF with Roundabout 365 LF, Driveway 489 LF, Parking 510 LF
 180 calendar days construction time

Project Engineer/Surveyor (PE/RLS) Party Chief (PC)
 Project Manager (PM) Rodman #1 (R1)
 Office Technician (O) Rodman #2 (R2)

3 person survey crew

TASK	PE/RLS	PM	O	PC	R1	R2
1. Horizontal and vertical control.	-	-	-	-	-	-
1a. Establish initial control points	-	-	1	1	1	1
1b. Maintain control points during constr.	-	-	-	1	1	1
2. Collect original cross-sections.	1	1	1	3	3	3
3. Monthly pay quantity verification surveys	-	-	-	-	-	-
3a. Borrow site topo & quantities	-	-	-	-	-	-
4. Collect final cross-sections.	-	1	1	5	5	5
5. Travel time.	1	2	3	3	3	3
6. Develop cross-sections and calculate.	-	-	1	1	-	-
7. Plot Cross-sections.	-	-	1	-	-	-
8. Supervision.	1	2	5	-	-	-
TOTAL	3	6	13	14	13	13

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 STP-EN-9305(27), 94LPLM-F3-041, 2012-0112

<u>PERSONNEL</u>	<u>MAN-DAYS</u>	<u>RATE PER MAN-DAY</u>	<u>LABOR COSTS</u>
Project Engineer/Surveyor (PE/RLS)	3	\$ 320.00	\$ 960.00
Project Manager (PM)	6	\$ 280.00	\$ 1,680.00
Office Technician (O)	13	\$ 240.00	\$ 3,120.00
Party Chief (PC)	14	\$ 176.00	\$ 2,464.00
Rodman #1 (R1)	13	\$ 136.00	\$ 1,768.00
Rodman #2 (R2)	13	\$ 136.00	\$ 1,768.00
Direct Labor	62		\$ 11,760.00

Mileage @ \$0.47	x	1500	\$ 705.00
Paper		128 sheets @ \$0.30	\$ 38.40
Lodging expenses			\$ -
Direct Expenses			\$ 743.40

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A.	Direct Labor	\$ 11,760.00
B.	Overhead (1.4502x A)	+ \$ 17,054.35
C.	Subtotal (A+B)	= \$ 28,814.35
D.	Net Fee (2.35 x A x 0.12)	+ \$ 3,316.32
E.	Subtotal (C+D)	= \$ 32,130.67
F.	Direct Expenses	+ \$ 743.40
G.	Grand Total	= \$ 32,874.07

MAN-DAY ESTIMATE AND FEE ESTIMATE

QA/QC Site Assessment

**PREPARED FOR
Smith Seckman Reid, Inc.**

Time frame of services (January 2013 through June 2013)

6 MONTHS

East Flank Battlefield Park Access Improvements
City of Franklin

Williamson County

Neel-Schaffer

Joe Deering

Prepared By:

210 25th Avenue North, Nashville TN 37203

Joe Deering

615-383-8420

615-383-9984

jdeering@neel-schaffer.com

Date prepared 9/24/2012

STP-EN-9305 (27), 94LPLM-F3-041, PIN 114978.00

QA/QC SITE ASSESSMENT CONSULTING SERVICES FEE ESTIMATE

Project: East Flank Battlefield Park Access
County: Williamson
Client: Smith Seckman Reid, Inc.
Client Project Manager: David Donoho
Firm Project Manager: Joe Deering
Project Length: 0.98 miles

FEE ESTIMATE SUMMARY

Task: QA/QC Site Assessment

Abbreviation	Personnel Classification	Man-days	Rate	Amount
PM	Project Manager	1.5	416.00	\$624.00
PE	CPESC Inspector	16.5	312.00	\$5,148.00
E	Engineer		240.00	
EPSC FI	EPSC Field Inspector		232.00	
CT	CADD Tech		200.00	
S	Secretary		170.00	
	Totals	18.0		\$5,772.00

1. Direct Labor		<input style="width: 100%;" type="text" value="\$5,772.00"/>
2. Overhead	Overhead Rate = <input style="width: 100%;" type="text" value="153.970%"/>	<input style="width: 100%;" type="text" value="\$8,887.15"/>
3. Sub-total	(1 + 2) (Rounded)	<input style="width: 100%;" type="text" value="\$14,660.00"/>
4. Net Fee (Direct Labor X 2.35 X Net Fee%)	Net Fee Rate = <input style="width: 100%;" type="text" value="12.000%"/>	<input style="width: 100%;" type="text" value="\$1,630.00"/>
5. Sub-total	(3 + 4) (Rounded)	<input style="width: 100%;" type="text" value="\$16,290.00"/>
6. Direct Expenses (rounded)		<input style="width: 100%;" type="text" value="\$370.00"/>
7. Total Estimated Costs and Fixed Fee		<input style="width: 100%;" type="text" value="\$16,660.00"/>

Estimated cost per month	<input style="width: 100%;" type="text" value="\$2,776.67"/>
Total # of months for this estimate=	<input style="width: 100%;" type="text" value="6.000"/> months
Is this a supplement to original estimate? (Y/N)	<input style="width: 100%;" type="text"/>
If supplement, what was the original work order #?	<input style="width: 100%;" type="text"/>
If supplement, what was the previous total work order amount?	<input style="width: 100%;" type="text"/> months
If supplement, what was the previous work order net fee amount?	<input style="width: 100%;" type="text"/>
If supplement, what was the previous work order term?	<input style="width: 100%;" type="text"/>

Comments:

QA/QC SITE ASSESSMENT CONSULTING SERVICES FEE ESTIMATE

Project: East Flank Battlefield Park Access
Client: Smith Seckman Reid, Inc.
Task: QA/QC Site Assessment

MAN-DAYS

Task	Description	Employee Classification and Man-days						Total Man-Days
		PM	CPESC	U	EPSC FI	CT	S	
	Pre-Visits							
1	Participate in pre-construction and/or pre-erosion meetings and project meetings relative to EPSC (Est. @ 1 meeting every month, 1 hours per meeting and 1 hours travel time for 6 Months plus 1 days for Pre-Conf/Erosion)		2.5					2.5
1	Coordinate QA/QC Project Assessment with Project supervisor, EPSC inspection services consultant, etc. (Est @ 0.5 hours per Project Assessment for 12 Project Assessments)		0.7500					0.75
2	Initial Review EPSC plans prepared by others. Review timing of EPSC, Initial EPSC. Modifications needed, Staging required and Sequencing schedule.		0.500					0.50
3	One time review of original Storm Water Pollution Prevention Plan (SWPPP) before initial Project Assessment for familiarity.		0.500					0.50
4	QA/QC Project Assessment							
4-A	Conduct introductory interview with the project supervisor at each Project Assessment. includes written summary of review for Project Assessment report. (Est @ .5 hours per Project Assessment) for 2 Project Assessments per month x 6 months)		0.7500					0.75
4-B	Review field Storm Water Pollution Prevention Plan (SWPPP). Determine if permit conditions are in need of review or a mitigation strategy. includes discrepancy report of any recommendations for substantial change (design) or inadequacies to SWPPP and written summary of review for Project Assessment report.		0.7500					0.75
4-C	Est. @ 12 Project Assessments. includes checklist documentation. Assumes an average of 2 hours field time to perform Project Assessment over entire project under construction and includes travel time (1 hours) to site for 3 hours per Project Assessment) for 2 Project Assessment(s) per month x 6 months. Project Assessment includes all areas where clearing, grubbing, excavation, grading, cutting, or filling has occurred, until permanently stabilized.		4.5000					4.50
4-D	Conduct Exit Interview with the project supervisor at each Project Assessment. includes written summary of review for Project Assessment report. (Est @ .5 hours per Project Assessment for 12 Project Assessments). Provide comments, suggestions and correspondence. Notes are to be prepared, submitted and discussed with the Project Supervisor prior to the assessor leaving each QA/QC Project Assessment. Follow up communication within written confirmation, including photo log.		0.7500					0.75
	Documentation of Results							
5	Prepare and submit standardized QA/QC Project Assessment reports, including photo log, checklist and written summaries. (Est. @ 2 hours to prepare and 1 hours for PM to review and approve x 2 Project Assessments per month x 6 months)	0.750	3.000					3.75
6	Apply for Water Quality permits as needed (Est. of total effort)		5.000					5.00
7	Administration (invoicing, progress reports, etc.) (Est @ 1 hours per month for 6 months)	0.75						0.75

QA/QC SITE ASSESSMENT CONSULTING SERVICES FEE ESTIMATE

Project: East Flank Battlefield Park Access

DIRECT EXPENSES

Client: Smith Seckman Reid, Inc.

Task I: QA/QC Site Assessment

Item	Description	Quantity		Units	Unit Cost	Expense
A	Subconsultants, if prior approved					
A-1	Surveyor			Lump Sum		
A-2	Geotechnical			Lump Sum		
A-3	Wetlands			Lump Sum		
A-4	Traffic			Lump Sum		
A-5	Irrigation			Lump Sum		
A-6	Other Subconsultant (specify)			Lump Sum		
B	Travel and Per Diem					
B-1	Hotel (# of People)			Each		
B-2	Equipment Rental, prior approval needed, (ATV)			Months		
B-3	Equipment Maintenance prior approval needed, (ATV) and Fuel			Months		
B-4	Meals (# of People) Meals approved only for overnight travel			Person-Day		
B-5	Mileage (2 trips per month for 6 months) x 50 miles per round trip (incl. 1 miles on-site travel per trip)	600		Each	\$0.47	\$282.00
B-6	Parking			Per Day		
C	Contract Plotting	Sheets	Sets			
C-1	Contract Plotting (24" x 36" Bond)			Each		
C-2	Contract Plotting (30" x 42" Bond)			Each		
C-3	Contract Plotting (24" x 36" Mylar)			Each		
C-4	Contract Plotting (30" x 42" Mylar)			Each		
D	Contract Printing	Sheets	Sets			
D-1	Contract Printing (8½" x 11" B/W)(ESTIMATED)	3	20	Each	\$0.20	\$12.00
D-2	Contract Printing (11" x 17" B/W)	30	2	Each	\$0.40	\$24.00
D-3	Contract Printing (8½" x 11" Color)	2	20	Each	\$1.00	\$40.00
D-4	Contract Printing (11" x 17" Color)			Each		
D-5	Contract Printing (24" x 36" Xerox Bond)			Each		
D-6	Contract Printing (30" x 42" Xerox Bond)			Each		
E	Binding	No. in Set	Sets			
E-1	Binders and Covers			Each		
E-2	3-Ring Binders (½")	1	1	Each	\$7.00	\$7.00
E-3	3-Ring Binders (1")			Each		
E-4	3-Ring Binders (2")			Each		
E-5	3-Ring Binders (3")			Each		
E-6	Tabs			Each		
F	Postage & Delivery Service					
F-1	Postage (Letter)			Each		
F-2	Courier (Regular)			Each		
F-3	Courier (Rush)			Each		
F-4	Overnight Delivery (Letter)			Each		
F-5	Overnight Delivery (Courier Pak)			Each		
F-6	Overnight Delivery (Tube)			Each		
F-7	Overnight Delivery (Small Box)			Each		
F-8	Overnight Delivery (Large Box)			Each		
Total Expenses=						\$365.00

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2012-0168**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **SMITH SECKMAN REID, INC.** 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:

Eastern Flank Battlefield Park Roadway

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 Exhibit 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 Exhibit A in the Amount Not To Exceed **ONE HUNDRED SIXTY FIVE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$165,920)**. 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 paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANECUS 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.



28 September 2012

TO: Board of Mayor and Aldermen (BOMA)

FROM: David Parker, P.E, City Engineer/CIP Executive
Eric Stuckey, City Administrator
Paul Holzen, P.E., Director of Engineering
Ben Worley, ROW Agent/Project Manager

SUBJECT: Consideration of Professional Services Agreement (Contract 2012-0168) with Smith Seckman Reid, Inc for Construction, Engineering and Inspection (CEI) services for the Eastern Flank Battlefield Park Roadway Project in an amount not to exceed \$165,920.

Purpose

The purpose of this memo is to recommend approval of the PSA with SSR for the Eastern Flank Battlefield Park Roadway Project CEI services.

Background

The City of Franklin was the recipient of a \$500,000 transportation enhancement grant to construct access improvements to Eastern Flank Battlefield Park. Access improvements include the construction of a drive that allows for access to the battlefield property, Carnton Plantation, Confederate Cemetery and Fleming Center. Improvements also include additional parking and other amenities. TDOT Local Programs required City Staff to go through an RFQ process to select a consulting firm for the CEI associated with this project. On July 31, 2012 the City Engineering Department published a notice to consultant engineers regarding a request for letters of interest for the CEI services for the project. The Engineering Department received 12 submittals to evaluate. The evaluation teams overall recommendation was to select Smith Seckman Reid, Inc to provide CEI Services for the project. The construction of this project is estimated at 8 months. The services provided by SSR and their subconsultant will supplement the project oversight provided by City Staff and ensure the final product is of the highest quality.

Financial Impact

The CEI is \$165,920 and represents approximately 13.3% of the Opinion of Probable Costs for this project (\$1,250,000). Funds are to be paid out of the Capital Projects Budget.

Recommendation

Staff recommends approval of Professional Services Agreement (Contract 2012-0167) with Smith Seckman Reid, Inc for Construction, Engineering and Inspection (CEI) services for the Eastern Flank Battlefield Park Roadway Project