

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2012-0015**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **RAGAN SMITH ASSOCIATES, INC (RSA)** hereinafter referenced as Consultant, who mutually agrees as follows:

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

**Public Works Facility Access Roadway
Construction, Engineering and Inspection (CEI) Services**

1. **SCOPE OF SERVICES.** Consultant shall provide Construction Administration, Engineering and Inspection Services 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 **FIFTY-FIVE THOUSAND THREE HUNDRED FIFTY-NINE AND NO/100 DOLLARS (\$55,359.00)**. 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 paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's

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

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

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

ARTICLE 13. SURVIVAL.

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



Land Planners • Civil Engineers
Landscape Architects • Surveyors

October 10, 2012

Via Email: william.banks@franklintn.gov

Mr. William G. Banks
Staff Engineer
City of Franklin
109 Third Avenue, South
Franklin, Tennessee 37064

**RE: CONSTRUCTION ADMINISTRATION SERVICES
FOR THE ACCESS TO SERVE THE NEW
WATER AND SEWER MAINTENANCE FACILITY
CITY OF FRANKLIN, TENNESSEE
COF CONTRACT NO. 2011-0149**

Dear William:

The following is our suggested CA Scope of Work for use on the above-referenced project for the City of Franklin.

PROJECT DESCRIPTION

The City of Franklin (COF) Public Access Road project has been previously designed by **Ragan-Smith-Associates** and includes approximately 1,047 linear feet of entrance road serving the new site. The road accessing the property originates from the existing intersection with Columbia Pike serving Lasko and improvements will include signalization at the Columbia Pike intersection along with roadway and parking improvements to serve the new facility. All construction will be coordinated with Lasko as well as the City of Franklin, the Project Supervisor and the COF Project Supervisor. In addition to the main roadway spine, there are tie-backs to Lasko to the northeast and east as well as a reconstruction of an existing driveway at the southern end of the Lasko property. The project will additionally include drainage improvements including storm drainage, piping, ditching, as well as a new bioretention area at the east end of the property. The project will be constructed within set easements for roadway as well as an overall easement for temporary construction. Project staging and coordination will be required along with limitations on working room and project mobilization areas for the contract.

Ragan-Smith has prepared a scope of services to assist the City with the construction project including certain administrative, technical inspection and oversight responsibilities as outlined below.

SCOPE OF SERVICES SUMMARY

The responsibilities of the Consultant are negotiated and estimated before the beginning of the work. The Consultant responsibilities on this project include:

- 1. Pre-Bid, Bid and Pre-Construction Conferences:** Prepare for and conduct pre-bid and pre-construction meetings. Address and resolve all issues that arise from the meetings with appropriate offices, agencies and/or divisions. Conduct bid opening, review and tabulate bid documents, and make award recommendation to the COF Project Supervisor.
- 2. Bi-Weekly Progress Meeting:** Prepare the agenda, attend, and conduct bi-weekly meeting with COF personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies.

3. **Project Construction Engineering and Administration:** Provide qualified construction engineering inspection personnel to oversee the progress of the project, document daily operations and site conditions, verify and record compliance with plan quantities, dimensions, volumes, etc., conduct erosion prevention and sediment control (EPSC) inspections and document findings in accordance with NPDES permit conditions, maintain necessary project records for final project close-out, and maintain effective communication with the COF Project Supervisor and the contractor on project scheduling, progress and overall compliance.
4. **Field Surveys:** Establish centerline and blue-top construction staking. Verify subgrade and base elevations and dimensions for project quality assurance and/or quantity tracking.
5. **Shop Drawings:** Review shop drawings and other submittals for compliance with project documents and COF Technical Standards and Drawings.
6. **Progress Payments:** The Consultant will review quantities for Monthly Progress Payments to the prime contractor and make recommendation to COF Project Supervisor.
7. **Distribution of Correspondence:** Submit to the COF Project Supervisor a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
8. **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by auditors. The records will be recorded on a standard form (field book) and/or on field inspection forms to be submitted to the COF. The consultant is not charged with the role of safety inspector, but is expected to have unsafe issues corrected by the prime contractor. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the contractor or COF. Prepare an accurate daily diary, signed by the inspector, 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
 - Weather, amount of precipitation, temperature
 - Days charged, with explanation if not charged
 - Equipment arriving or leaving the project, idle equipment
 - Any other details that may be important later in the project life
9. **Final Records:** Submit a compilation of project records in the COF standard format to the COF Project Supervisor upon completion of the project.

COMPENSATION

Ragan-Smith will complete the above-referenced scope of work at the direction of the City of Franklin and the City of Franklin Project Supervisor. Assistance on site will be as determined by the contractor's schedule as necessary to provide reasonable reporting, oversight, inspection and documentation of project construction. The City intends to utilize **Ragan-Smith** personnel approximately two to five days per week during the full construction period as directed by the COF staff based upon the stage of work and the need for oversight and inspection. We have attached a budget spreadsheet which indicates an estimate based upon general parameters for the amount of assistance required by the City.

Mr. William Banks
Page 3
October 10, 2012

Billing will be submitted monthly based upon hours expended and the overall contract will be on an **hourly basis not to exceed \$55,359.00**. If the City requires additional assistance, **Ragan-Smith** will notify the City of the need to supplement the contract to complete the project per their direction.

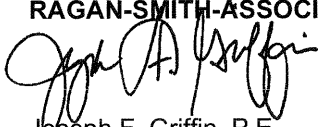
SCHEDULE

At this time, the City anticipates letting the project for construction in November 2012 with Phase I notice to proceed. Phase II will authorize fall construction activities and is expected to follow in 2013 as weather allows. **Ragan-Smith** has shown a budget of time for the contract period in the attachment.

We appreciate the opportunity to provide additional services to the City of Franklin. If you agree to the terms set out herein, please sign below and return one copy to our office, which will serve as our notice to proceed.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.



Joseph F. Griffin, P.E.
Senior Vice President



Brad S. Slayden, P.E.
Project Manager

JFG/BSS:djb

Attachments: Schedule of Rates and Expenses
Budget Spreadsheet

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ **Date:** _____

Printed/Typed Name: _____ **Title:** _____

RAGAN-SMITH ASSOCIATES, INC.

SCHEDULE OF RATES AND EXPENSES

Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$165.00
Project Manager	140.00
Professional Engineer	110.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Planner	105.00
Registered Landscape Architect	105.00
Registered Land Surveyor	100.00

Technical Services

<u>Classification</u>	<u>Hourly Rate</u>
Senior Designer	\$95.00
Designer	85.00
Senior Technician	80.00
Technician	70.00
Administrative Assistant	75.00

Construction Services

<u>Classification</u>	<u>Hourly Rate</u>
Construction Manager	\$140.00
Senior Inspector	95.00
Inspector	75.00

Field Survey Services

<u>Classification</u>	<u>Hourly Rate</u>
Two Man Survey Crew	\$125.00
Three Man Survey Crew	160.00

Expenses

Expenses (not limited) are not included in the professional service fees of this agreement unless specifically stated.

Travel: Cost

 Travel and subsistence expenses
 (lodging, meals, mileage, etc.)

Subcontracts: Cost

Sundries / Review/Submittal Fees: Cost

Printing/reproductions: Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.



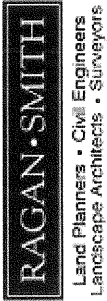
Schedule 1 - Man-Day Staffing Schedule

	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	Total Man-Days (MD) Total	TOTAL Labor Hours (MDx8)	
Project Manager				0.5	0.5	0.5	0.5	0.5	1.0	1.0													4.50	36.00
Project Engineer							3.0	0.5	2.0	1.0													6.50	52.00
CADD Technician																							0.00	-
Construction Eng./CPESC				1.0				1.0	1.0														3.00	24.00
Office Administrator				2.0	1.0	0.5	0.5	0.5	1.0	1.0													6.50	52.00
Sr Inspector/EPSC				1.0			14.0	14.0	14.0	1.0													44.00	352.00
2 Man Survey Crew							2.0		1.0														3.00	24.00
																							0.00	-
																							0.00	-

(BASE WEEK = 3.5 MAN DAYS or 14 MD AVG)

Schedule 2 - Vehicle Schedule

	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Total Mileage (Home Office to Project)	
Full Size - Daily Usage																						
Project Daily Use																						
Full Size - Mileage																						
60 Mile Round Trip																						
Home Office to Project	0	0	0	60	0	0	840	840	840													2,580.00
																						2,580.00



Construction Administration and CEI
 City of Franklin - Public Works Access
 Project # 2386

Schedule 3 - Labor Schedule

	(A) Base Hours	(B) Overtime Hours	(C) Total Hours Worked	(D) Hours for Premium Calcs.	(E) Total Hours Paid	(F) Pay for Premium Labor	(G) Hourly Rate	(H) Total Amount Paid
Project Manager	36.00	0.00	36.00	0.00	36.00	\$0.00	\$140.00	\$5,040.00
Project Engineer	52.00	0.00	52.00	0.00	52.00	\$0.00	\$110.00	\$5,720.00
CADD Technician	0.00	0.00	0.00	0.00	0.00	\$0.00	\$80.00	\$0.00
Construction Engineer	24.00	0.00	24.00	0.00	24.00	\$0.00	\$110.00	\$2,640.00
Office Administrator	52.00	0.00	52.00	0.00	52.00	\$0.00	\$75.00	\$3,900.00
Sr Inspector	352.00	0.00	352.00	0.00	352.00	\$0.00	\$95.00	\$33,440.00
2 Man Survey Crew	24.00	0.00	24.00	0.00	24.00	\$0.00	\$125.00	\$3,000.00
	0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
	0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
	0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
			540.00		540.00	\$0.00	Sub-Total	\$53,740.00

Total Labor \$53,740.00

Total Premium Labor \$0.00



Schedule 5 - Proposal Construction Administration and Inspection Cost Summary

A. Total Labor (from Schedule 1 & 3 - Labor Schedule).....	\$53,740.00
B. Total Premium Labor (OT - Schedule 3)	\$0.00
C. Total Labor	\$53,740.00
D. Direct Costs (Schedule 4)	\$1,619.00
E. Total Costs of Labor and Direct Charges	\$55,359.00
TOTAL PROPOSAL AMOUNT	\$55,359.00



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

November 8, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
David Parker, City Engineer/CIP Executive
Paul Holzen, Interim Director of Engineering
William G. Banks, Staff Engineer I

SUBJECT: **Consideration of a Professional Services Agreement, COF Contract No. 2012-0015, with Ragan Smith Associates, Inc. for Construction Administration and Inspection Services for the Public Works Facility Access Road Project in an amount not to exceed \$55,359.00.**

Purpose

The purpose of this memorandum is to bring forward to the Board of Mayor and Aldermen (BOMA) a Professional Services Agreement from Ragan Smith Associates, Inc. (RSA), for Construction Administration and Inspection Services for the Public Works Facility Access Road Project.

Background

As authorized by the Board (COF Contract No. 2011-0139), the City purchased the property at 124 Lumber Drive (former 84 Lumber site located off of Columbia Avenue) to use as a consolidated City of Franklin Public Works Facility. The City also entered into an Agreement with L.P. Franklin (Lasko) (COF Contract No. 2011-0144) that will grant the City Permanent Access and Fiber Optic Easements necessary for the new access roadway through the Lasko site. The access road is needed to allow for City traffic to be able to access Columbia Avenue at a signalized intersection.

The Board authorized a Professional Services Agreement with Ragan Smith Associates, Inc. (COF Contract No. 2011-0149) on October 11, 2011, for the survey and design of the access roadway at a not-to-exceed fee of \$73,000. Amendment #1 was approved by BOMA on February 28, 2012, for required additional design services and bidding assistance. Amendment #2 (on November's CIC Agenda as well) includes a re-design of certain Stormwater quality aspects.

This PSA will allow RSA to assist the City with limited Construction Administration and will provide on-site construction inspection throughout the duration of the project.

Financial Impact

Professional Services Agreement with RSA (COF Contract No. 2012-0015) at a not-to-exceed cost of Fifty-Five Thousand Three Hundred Fifty-Nine and No/100 Dollars (\$55,359). The Consolidated Public Works Facility project is part of the Board-approved Capital Investment Funding Plan. The total budget for the project is \$5 million.

Recommendation

After review of the proposal from RSA, staff recommends approval of COF Contract No. 2012-0015 with Ragan Smith Associates, Inc. for a not-to-exceed contract amount of \$55,359.