

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No 2013-0011**

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

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

**Hillsboro Road Improvements, (SR-106, US 431) From Independence Square to Mack Hatcher Bypass**

1. SCOPE OF SERVICES. Consultant shall provide engineering and related technical services for the Project in accordance with the SCOPE OF SERVICES. The SCOPE OF SERVICES as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the fee schedule as contained in **Attachment A** in the Amount Not To Exceed **ONE HUNDRED TEN THOUSAND EIGHT HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$110,825.00)**. 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 \_\_\_\_\_ 2013.

BY: \_\_\_\_\_  
Consultant's Signature  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

## **TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **ARTICLE 1. SERVICES.** Consultant will:

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

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

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

### **ARTICLE 3. GENERAL CONDITIONS.**

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.
- 3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent

negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

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

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

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
  - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
  - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair

and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

**ARTICLE 6. SCHEDULE.**

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

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

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

**ARTICLE 7. USE OF DOCUMENTS, DATA.**

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

7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or

hidden data such as metadata) shall vest solely in City at the moment of creation.

- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications

without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.

- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

**ARTICLE 8. INSURANCE.**

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
  - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

**ARTICLE 9. PAYMENT.**

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

date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at [www.gsa.gov](http://www.gsa.gov) [click on 'per diem rates' under the 'etools' category].

**ARTICLE 10. MISCELLANEOUS PROVISIONS**

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

**ARTICLE 11. EXTENT OF AGREEMENT:**

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.



**ARTICLE 12. DISPUTE RESOLUTION, BREACH.**

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

**ARTICLE 13. SURVIVAL.**

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



**SULLIVAN ENGINEERING, INC.**  
317 MAIN STREET, SUITE 201  
FRANKLIN, TN. 37064  
(615) 642-5822

**January 11, 2013**

Mr. William Banks,  
City of Franklin Engineering  
109 3rd Avenue South  
Franklin, TN 37064

**RE:** Design Proposal, Hillsboro Road Improvements, (SR-106, US 431)  
From Independence Square to Mack Hatcher Bypass  
City of Franklin project # 2012-0110  
City of Franklin, Tennessee  
Williamson County  
T.D.O.T.-PIN 108409.00  
SEI Project #12-013

Dear William,

Sullivan Engineering, Inc. (SEI) is pleased to submit the following proposal for Engineering Design Services for the subject project in accordance the TN Department of Transportation design criteria as set for the in the Local Program Guidelines.

**Scope of Engineering Services – Roadway and Drainage Design**

As you are aware the construction design process has taken considerable time, and has undergone a variety of changes since its inception ten years ago. This is the final phase of design with construction termini shall beginning at Independence Square and extending to Mack Hatcher Parkway and shall be developed as one set of construction design/bid documents. Although the project will be developed as one project it will contains three (3) distinct sections.

**Section One** (City Section) will be from Independence Square to Joel Cheek Blvd. The design elements will include a transition from existing conditions to curb and gutter roadway consisting of 3@12' lanes with 4' bike lanes inclusive of signalization of Joel Cheek Blvd. The items used in construction shall be noted on the estimated quantities sheets as non-participating based on the Independence Square to Joel Cheek Blvd limits. The exception to the quantity breakdown will be items associated with signalization which will include quantities for all approaches. With exception to signal work, cross sections and drainage all design work shall be limited to the area from back of curb to back of curb.

**Section Two** (TDOT Section) will be from Joel Cheek Blvd. to Rebel Circle on the West and Claude Yates Drive on the east. The design elements will include a curb and gutter roadway consisting of 3@12' lanes and a 12' auxiliary right turn lane with 4' bike lanes inclusive of signalization of Claude Yates Drive. The items used in construction shall be noted on the estimated quantities sheets as participating based on the Joel Cheek Blvd. to Rebel Circle on the West and Claude Yates Drive on the east limits. The exception to the quantity breakdown will be items associated with signalization at Claude Yates Drive which will include quantities for all approaches. With exception to signal work, cross sections and drainage all design work shall be limited to the area from back of curb to back of curb.

**Section Three** (TDOT Section) will be from Rebel Circle on the West and Claude Yates Drive on the east Mack Hatcher Parkway, **which has been excluded from the current scope of services.** However, basic design elements would include a curb and gutter roadway consisting of 3@12' lanes and a 12' auxiliary right turn lane with 4' bike lanes. Signalization of Claude Yates Drive has been included in Section Two; however, modifications to Mack Hatcher Parkway Signals are excluded. Please be aware that current design documents do not reflect the transitions associated with the seven (7) lane design required as part of the Mack Hatcher Parkway project. Therefore, once a decision has been made with regards to the design north of Rebel Circle on the West and Claude Yates Drive on the east a contract for supplemental services will be required. It is our understanding that property acquisition north of Claude Yates Drive was completed under the Mack Hatcher Parkway project which should provide the necessary permanent easement and right-of-way necessary. However, it has been TDOT's policy that if construction has not started within a set time frame (typically 2 years) then temporary easements revert back to the property owner which may require the acquisition process to be revisited. With regards to providing connection to either the existing five (5) lane section or future seven (7) lane section several conditions must be considered. The first of which is this section has been on hold for several years during which a variety of changes were ongoing so this section will need to be completely reviewed prior to construction. The other of concern is connection of the proposed 42" RCP to an existing 4'x4' Box Culvert on the west and connection of a 60" RCP to an existing 6'x4' Box Culvert both of which will require a special design this would be applicable to either design selected. The other item to consider is the time frame involved before the seven (7) lane section will be constructed. To construct the roadway and not take into account the future transition will mean that a future date the roadway will need to be widened again, requiring extensive traffic control so that items such as storm drain system, curb/gutter, sidewalk, slope stabilization, signing, lighting...can be demolished and reconstructed to make the roadway slightly wider. However, if you construct now for a future seven (7) lane section now then minimal traffic impacts will be incurred with future improvements. To construct the seven (7) lane template/transition now would provide additional pavement width which could be utilized by bicycle traffic until the additional width would be required for vehicular traffic. The advantage to building now for the future seven (7) lane section would be the obvious reduction in future traffic control with the real benefit being the curb/gutter, sidewalk, drainage, lighting, streetscape....would not have to be disturbed in the future with and end result of an overall cost savings. With either option items used in construction shall be noted on the estimated quantities sheets as participating.

### **Scope of Engineering Services – Traffic Signal and ITS Design**

Specifically, this work is part of an overall roadway improvement project that includes the widening of Hillsboro Road from Independence Square to Claude Yates Drive to complete construction documents for one new signalized intersection, modifications for one existing traffic signal, fiber optic interconnect and closed circuit television (CCTV) installations and provide assistance with pavement markings and signage within the limits of these roadway improvements.

**PROJECT HISTORY**

The original scope and fee for this project was executed in March of 2008. This original scope of services included five intersections along Hillsboro Road (Bridge to Claude Yates). The total fee for these services was **\$45,000**. In July of 2008 RPM was asked to modify its scope to include potential modifications to the signal at Mack Hatcher Parkway as well as extending fiber and CCTV designs to this intersection, increasing the total fee by **\$4500**. In November of 2009, RPM was asked to perform auto-turn analyses for the intersection design of Del Rio Pike which resulted in additional services of **\$1500**. In February of 2011, RPM was asked to prepare a supplement request to estimate the fees needed to complete the project in an approximately eighteen month period from that time. At that time, RPM estimated approximately **\$18,000** in additional fee to cover expenses related to necessary plan revisions, project coordination and the extended duration of the project, as well as an additional **\$18,500** to cover additional services that were requested, resulting in an updated total estimated total fee of **\$87,500**.

These additional costs were primarily due to the extended duration of the project; specifically, the costs associated with the pick-up and put-down of a project multiple times, which created many redundant and repeated steps, especially over the course of a four year period.

In 2012 the City directed the design team to divide the project into two phases. RPM was asked to determine what fee would be required to complete Phase 1 of the project, which was defined as Hillsboro Road from Bridge to Independence Square. Evaluating the time that we had in the project to that point and the work remaining, we determined this fee to be **\$56,000**. For simplification, this was represented as equating to our very original fee of **\$45,000** from Year 2008, plus the **\$1,500** for the AutoTurn analysis for Del Rio in Year 2009, plus the **\$9,500** in additional services and contingency to complete Phase 1.

In late 2012, the design of Phase 1 was completed. The scope and fee within this proposal are estimated fees needed to complete Phase 2, which is defined as Hillsboro Road from Independence Square to just north of Claude Yates. The applicable work that has been completed to date is taken into account and factored in to this scope and fee.

**SUMMARY OF ENGINEERING DESIGN SERVICES**

<b>HILLSBORO ROAD (TDOT-PIN 108409.00 )</b>		
From: Independence Square To: Mack Hatcher Bypass		
<b><u>Supplemental Engineering Services</u></b>		
	<i>(Additional task required to complete the construction bid documents in accordance with design changes requested by the City of Franklin. The following services are to comply with TDOT Local Program Guidelines and as a result of the project being divided into two (2) construction phases. The task noted within this table are based on a Construction Advertisement date of March 2014)</i>	<b><u>Budget</u></b>
<b>A</b>	<b>Sullivan Engineering, Inc.</b>	

1	SEI project facilitator - All information of a general nature shall be sent to SEI for distribution and coordination purposes. Including scheduled project meetings and issuance of meeting minutes to all in attendance. Disseminate information received for utility companies during the design process. EG&G and SSR shall submit to SEI all itemized quantities, product specifications and special provisions to be combined into one project manual for bidding purposes. Time shall be allocated for one review by the City of Franklin and TDOT's construction office. Data disseminated to EG&G and SSR for inclusion into their respective design documents. Construction contract shall be based on current TDOT Local Programs Construction bid requirements.	\$5,000.00
2	Prior to making this change an alternate driveway location shall be evaluated to provide ingress/egress off of Hillsboro Road for Tract #57. If the relocated drive is accepted then the plans shall be revised to eliminate the access to Tract 57 from Granville Road. However, if the proposed drive to Tract #57 remains as shown on Granville Drive then the ingress/egress easement shall be converted to right-of-way.	\$1,000.00
3	Project coordination meetings (12 estimated). Meeting involvement City Staff, SEI, EG&G, SSR and Utility involvement. Meeting preparation shall consist of various displays such as design coordination, traffic control staging and utility impact analysis. Property owner contact shall not be a part of this contract.	\$12,000.00
4	Property Acquisition preliminary documents shall be submitted for review as a PDF. Budget includes review of tax records to update property ownership.	\$1,000.00
5	Construction design documents (back of curb to back of curb with exception to drainage and signal related items) - Title Sheet, Index, Traffic Control, Erosion Control, Typical Sections, Cross Sections, Pavement Marking, Signing, Standard Drawings, General Notes, Special Details and utility impact analysis. Since the project is being developed as one set of construction bid and design documents. Duplicates sheets such as title sheets, general notes, details, traffic control, pavement markings, permanent signing and erosion control are not included within this scope. Prior to submittal for construction to TDOT's the will have the opportunity to review the plans for modifications all necessary revisions shall be completed prior to transmitting to TDOT for final acceptance. Supplemental revisions as request5ed TDOT are not included within this scope of work. Scope of services shall include attendance and participation in one pre-bid and one pre-construction meeting, inclusive of issuance of Addenda throughout the bid process.	\$30,000.00
6	Construction cost analysis - Engineers estimate of probable cost of construction shall be from back of curb to back of curb with the exception of drainage features and signal related items as shown on SEI's design package. Final bid documents shall be developed as one construction contract with participating (north of Joel Cheek Blvd.) and non-participating (south of Joel Cheek Blvd.) items. One estimated cost analysis shall be prepared after completion of City review of the construction documents. EG&G and SSR will be responsible for their own engineers estimate of probable cost of construction of all footnotes and coordination of construction numbers not found in the standard TDOT listing.	\$5,000.00
7	Public Information Meeting - Prepare display, handouts and conduct one public meeting to be held at Franklin's Board Room. Printing of plans and cross sections by the City of Franklin. SEI will plot two (2) 1"=50' color plan view display roll and up to 50 8 1/2" x 11" project information handouts. If desired a project questionnaire will be prepared for inclusion in the handout which shall be returned to SEI and compiled. Meetings notes will be taken by SEI and distributed to City Staff. This scope does not include having a court reporter in attendance at the meeting.	\$3,000.00

8	Reproduction (Computer Plots/Prints/PDF's) - All major printing for field reviews, public meetings, and construction bidding shall be by the City of Franklin.	\$1,000.00
<b>Sub-Total Estimated SEI Design Budget</b>		<b>\$58,000.00</b>
<b>B</b>	<b><u>RPM Transportation Consultants, LLC</u></b>	<b><u>Budget</u></b>
1	<p><b>Task 1 - Traffic Signal Modification and Design Plans -</b> • RPM will discuss with City of Franklin staff the design goals and requirements for the project. Items such as types of signal support poles, signal system requirements, controller specifications, hardware requirements, signal system requirements, and left turn phasing requirements will be discussed.</p> <ul style="list-style-type: none"> <li>• A base digital file that includes existing and proposed topography, roadway features, right-of-way, and utility information is to be provided to RPM by Sullivan Engineering, Inc. RPM will make necessary site visits to determine locations of pertinent roadway features and overhead utility clearances.</li> <li>• Based on our reviews of the traffic volumes, roadway characteristics, and discussions with city staff, RPM will determine if special signal phasing or detection will be needed.</li> <li>• RPM will prepare traffic signal modification and design plans which are acceptable for bidding purposes. Traffic signal modifications and designs will conform to City of Franklin standards and to the requirements specified in the MUTCD. Included on the signal modification and design plans will be: <ul style="list-style-type: none"> <li>• Traffic signal layout;</li> <li>• Signal phasing and detector layouts;</li> <li>• Details for steel strain poles and/or mast arm poles;</li> <li>• Signal specifications.</li> </ul> </li> <li>• Traffic signal modification plans will be prepared for the following intersections: <ul style="list-style-type: none"> <li>• Hillsboro Road and Joel Cheek Boulevard;</li> </ul> </li> <li>• Traffic signal design plans will be prepared for the following intersection: <ul style="list-style-type: none"> <li>• Hillsboro Road and Claude Yates Drive.</li> </ul> </li> <li>• RPM will provide to the client two (2) full-size, bound copies of the plans. Additional copies will be provided as needed.</li> </ul>	\$18,700.00
2	<p><b>Task 2 – Fiber Optic Interconnection and CCTV Design -</b> • RPM will prepare design plans for fiber optic interconnection along Hillsboro Road from Independence Square to Mack Hatcher Parkway. Design plans will include splice points for interconnection at each traffic signal controller and CCTV location.</p> <ul style="list-style-type: none"> <li>• RPM will prepare design plans for one new CCTV installation; specifically, at the intersection of Hillsboro Road and Mack Hatcher Parkway. Final location of the new installation is to be determined by the City.</li> <li>• RPM will provide to the client two (2) full-size, bound copies of the plans. Additional copies will be provided as needed.</li> </ul>	\$7,150.00
3	<p><b>Task 3 – Pavement Marking Design -</b> RPM will provide pavement marking design services for the project. This will include pavement-marking plans for each intersection and roadway segment included in the project.</p>	\$4,950.00

	<b>Sub-Total Lump Sum</b>	<b>\$30,800.00</b>
4	<b>Task 4 – Plan Review Coordination</b> - RPM will coordinate with City of Franklin and TDOT representatives to facilitate review and approval of the design plans. This scope of work assumes three reviews for Preliminary, ROW and Final Construction phases as well as one review by TDOT staff.	\$3,300.00
5	<b>Task 5 - Bidding Assistance</b> - RPM will participate in one pre-bid meeting as well as the bid opening. In conjunction with the bidding phase of the project, RPM will assist SEI with answering questions posed by bidders for RPM related work.	\$2,750.00
6	<b>Task 6 - Project Coordination and Meetings</b> - • RPM will conduct preliminary discussions with City of Franklin staff to discuss design goals and requirements for the signal installation.  • RPM will provide coordination with the project team and City of Franklin via email and phone calls through-out the project.  • Project coordination and meetings with the project team throughout the project will be provided. This scope of work assumes up to four (4) project meetings over a period of 12 months.	\$7,425.00
	<b>Sub-Total Hourly</b>	<b>\$13,475.00</b>
	<b>Sub-Total Estimated RPM Design Budget</b>	<b>\$44,275.00</b>
	<b>Sub-Total Estimated Design Budget</b>	<b>\$102,275.00</b>
<b>C</b>	<b><u>ALLOWANCE ITEMS</u></b>	
	<i>(The following tasks are not included within SEI's scope of services as outlined in Section "A" of this document. However, should the City of Franklin determine at a later date a need for these services, SEI, upon receipt of a properly executed supplemental services agreement shall provide the requested services as outlined in this Section.)</i>	<b><u>Budget</u></b>
1	Field Survey - One time stake of proposed right-of-way and furthest easement includes office and field time to re-establish original data and control points. (Proposed budget to stake design centerline (100' intervals inclusive of PC and PT locations, one time stake of proposed right-of-way and furthest easement. Additional mobilization and staking will be on a per tract basis (\$450/Tract).	\$8,050.00
2	Revision of 17+/- Property Acquisition descriptions (Budget allowance \$500/parcel)	\$500.00
	<b>Sub-Total Allowance</b>	<b>\$8,550.00</b>
	<b>Total Estimated Project Budget (1) (2)</b>	<b>\$110,825.00</b>

**NOTES**

1. Additional cost for extension of design schedule beyond March 2014, to be Determined.
2. Services desired by the City, but not specifically outlined herein, can be provided on an hourly

basis in accordance with standard hourly rates.

**EXCLUSIONS:**

1. Aerial survey
2. Topographic Survey
3. Update original 2002 field topographic survey.
4. All data based on City of Franklin GIS coordinate system and it is not proposed to convert to the T.D.O.T. datum adjusted coordinates.
5. Utility Relocation Design
6. Environmental and Erosion Control mitigation design plans
7. Historical or archeological mitigation plan
8. Construction Testing and observation
9. More than one construction bid package
10. Roadway lighting
11. Electrical design
12. Storm Water mitigation, retention or detention requirements
13. Geotechnical, No additional geotechnical services have been requested. AMEC has completed the Geotechnical Scope of Services in accordance with previous request for services.
14. Structural (bridge, retaining walls and foundations)
15. The design documents north of Rebel Circle on the west and Claude Yates on the east with exception of the CCTV system are not included within this scope of services. At the time of this proposal it was still unclear as to what if any actions would be taken with regards to the Mack Hatcher Parkway Extension project. Therefore, design of this section shall be negotiated once a clear understanding of the scope can be determined.
16. Environmental, The McDonald Company has completed the Scope of Services in accordance with the previous request for services.
17. Construction Administration and Construction Engineering Services

**ADDITIONAL SERVICES**

Any work, other than the scope of services outlined herein, shall be designated additional services. At such time that it is determined that these additional services are required; our design team reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with the design teams standard hourly rates.

I hope this proposal meets with your approval. Please contact me at your convenience after you have had a chance to review this proposal so we can discuss and answer in questions.

Sincerely,

**Sullivan Engineering, Inc.**

*Paul V. Collins, Jr.*

Paul V. Collins, Jr.  
Vice President

cc: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.





HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #7  
CIC  
02-7-13

## MEMORANDUM

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February 1, 2013

**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 with Sullivan Engineering, Inc. (SEI) (COF Contract No. 2013-0011) for the Final Design of the Hillsboro Road Improvements Project, Independence Square to Mack Hatcher Parkway.**

### Purpose

The purpose of this memorandum is to bring forward to the Board of Mayor and Aldermen (BOMA) a proposal from Sullivan Engineering, Inc. (SEI) for final engineering design services for the Hillsboro Road Improvements Project, Independence Square to Mack Hatcher Pkwy.

### Background

The Hillsboro Road Improvements Project has been under design since 2005. BOMA awarded SEI a Professional Services Agreement for the Roadway Design on March 27, 2008, in the amount of \$530,000. Amendment No. 1 was approved by BOMA on April 26, 2011, for an additional \$168,835, which increased the total contract amount to \$698,835. This was required because of the great deal of coordination with utility companies, and the subsequent design modifications. Amendment No. 2 updated the design services detailed in Amendment No. 1. These updates and revisions reflect the required actions needed to complete the first section of the project, limits being SR96W to Independence Square.

This new PSA deals with the State Funded section of the Hillsboro Road Improvements Project, Independence Square to Mack Hatcher Pkwy. The original contract fees with SEI were used to complete a full design for the City Funded section of the roadway, SR96W to Independence Square. This was done to help expedite the construction of the project, since the State Section was still tied up with TDOT approvals. To fully complete a second set of construction plans, this new contract is required.

See the attached Exhibit A/Proposal for additional explanation.

### Financial Impact

Professional Services Agreement (COF Contract No. 2013-0011) with Sullivan Engineering, Inc. at a not-to-exceed cost of One Hundred Ten Thousand Eight Hundred Twenty-Five and No/100 dollars (\$110,825.00).

### Recommendation

Approval of Professional Services Agreement with Sullivan Engineering, Inc. (SEI) (COF Contract No. 2013-0011) for the Final Design of the Hillsboro Road Improvements Project, Independence Square to Mack Hatcher Parkway is recommended.