

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2013-0128

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

Engineering Services and Construction Engineering & Inspection for
Hunters Bend Elementary Safe Routes to School Project

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 NINETY-NINE THOUSAND, NINE-HUNDRED SEVENTY-TWO AND 52/NO DOLLARS. 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 _____ 201__.

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 [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.

CITY OF FRANKLIN
MANDAY ESTIMATE AND FEE PROPOSAL
FOR PRELIMINARY ENGINEERING /
CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES
City of Franklin - Hunters Bend SRTS

State Project No

Federal Aid Project No

Smith Seckman Reid, Inc

Prepared By:
David Donoho

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

Date prepared:8-5-2013

Project No.:



PE/CEI
HUNTERS BEND SRTS
TOTAL ESTIMATED FEE FOR PE AND CEI

SUMMARY

Item			Cost
1. Direct Labor	Timeframe	Office	
Preliminary Engineering			\$9,941.78
CEI			\$18,780.24
	Sub Total:	\$0.00	\$28,722.02
2. Overhead			
	176.37%		\$50,657.03
3. SubTotal 1a + 1b + 2			\$79,379.05
4. Net Fee	13.00%		\$8,774.58
5. Sub Total 3 + 4			\$88,153.62
6. Direct Expenses			
a. SSR (Itemized)	See Itemized sheet		\$2,418.90
b. TTL (Geotech)			\$4,000.00
c. L. I. Smith (Survey)			\$4,400.00
d. Third Rock (Env.)(\$1000 contingent - environmental document is not complete)			\$1,000.00
e. Premium Labor			\$0.00
Date prepared:8-7-2013			
7. Project Total (5 + 6)			\$99,972.52



**PE/CEI
HUNTERS BEND SRTS
TOTAL ESTIMATED FEE FOR PE**

SUMMARY

Item			Cost
1. Direct Labor	Timeframe	Office	
Preliminary Engineering			\$9,941.78
	Sub Total:	\$0.00	\$9,941.78
2. Overhead			
	176.37%		\$17,534.32
3. SubTotal 1a + 1b + 2			\$27,476.10
4. Net Fee	13.00%		\$3,037.21
(Direct labor X 2.35 X 0.NF)			
5. Sub Total 3 + 4			\$30,513.31
6. Direct Expenses			
a. SSR (Itemized)	See Itemized sheet		\$350.40
b. TTL (Geotech)			\$4,000.00
c. L. I. Smith (Survey)			\$4,400.00
d. Third Rock (Env.)(\$1000 contingent - environmental document is not complete)			\$1,000.00
e. Premium Labor			\$0.00
Date prepared:8-7-2013			
7. Project Total (5 + 6)			\$40,263.71

**PE/CEI
HUNTERS BEND SRTS
TOTAL ESTIMATED FEE FOR CEI**

SUMMARY

Item			Cost
1. Direct Labor	Timeframe	Office	
CEI			\$18,780.24
	Sub Total:	\$0.00	\$18,780.24
2. Overhead			
	176.37%		\$33,122.71
3. SubTotal 1a + 1b + 2			\$51,902.95
4. Net Fee	13.00%		\$5,737.36
(Direct labor X 2.35 X 0.NF)			
5. Sub Total 3 + 4			\$57,640.31
6. Direct Expenses			
a. SSR (Itemized)	See Itemized sheet		\$2,068.50
Date prepared:8-7-2013			
7. Project Total (5 + 6)			\$59,708.81



**PE/CEI
HUNTERS BEND SRTS
ESTIMATED MAN-HOURS**

PERSONNEL RATES

CLASSIFICATION	2013 Rate	2013/2014	2014/2015	2015/2016
Senior Project Manager	\$61.10	\$61.10	\$61.10	\$61.10
Senior Project Engineer	\$43.27	\$43.27	\$43.27	\$43.27
Construction Manager	\$44.78	\$44.78	\$44.78	\$44.78
EPSC Inspector/Engineer	\$27.32	\$27.32	\$27.32	\$27.32
Project Engineer	\$27.64	\$27.64	\$27.64	\$27.64
Chief Inspector	\$23.00	\$23.00	\$23.00	\$23.00
Cadd	\$20.40	\$20.40	\$20.40	\$20.40
Records Clerk	\$16.48	\$16.48	\$16.48	\$16.48
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.

**PE/CEI
HUNTERS BEND SRTS**

General Scope

The objective of this work is to provide The City with the engineering design and production of construction documents, bidding, permitting assistance, and construction engineering & inspection services for specific improvements to public infrastructure, including but not limited to improvements of two existing walking tunnels and entrances, as well as design of a proposed retaining wall, various earthwork, lighting, emergency call box, and existing drainage improvements.

Final Deliverables

- Tunnel Inspection Report and Recommendation
- Pump Inspection Report and Recommendation
- Lighting Design (Both Tunnels and Path)
- Drainage Improvement Design (Both Tunnels)
- Landscape Wall and Retaining Wall Design
- Call Box/Camera Placement Details
- Construction Documents
- Bidding Assistance
- Permit Assistance

Task and Man-hour Breakdown

	Senior Project Manager	Senior Project Engineer	Project Engineer	Cadd	Records Clerk
Data Collection(Sub-Consultant)					
Client Meetings (3)	9	9			
Field Inspection (4)		32			
Construction Documents and Plans					
Lighting Design and Emergency Device			10	45	10
Wall Design			20	50	20
Drainage Design			10	35	10
Permit Assistance			9	4	2
Bidding Document and Bidding Assistance	2	18	9		
CE&I (Full Oversight)(Man-Days Tab)					
Total Hours	11	108	143	40	4

CLASSIFICATION	Quantity	Rate	Direct Labor Hours	Direct Labor Cost	Premium Labor Hours	Premium Labor Cost
Office						
Senior Project Manager	1	\$61.10	11	\$672.10	0	\$0.00
Senior Project Engineer	1	\$43.27	108	\$4,673.16	0	\$0.00
Project Engineer	1	\$27.64	143	\$3,952.52	0	\$0.00
Cadd	1	\$20.40	40	\$816.00		
Records Clerk	1	\$16.00	4	\$64.00	0	\$0.00
				\$10,177.78		
Field						
Field/Asphalt Roadway Inspector	1	\$25.00		\$0.00	0	\$0.00
Field/Asphalt Roadway Inspector (OT)	1	\$12.50		\$0.00	0	\$0.00
Asphalt Plant Inspector	1	\$25.00		\$0.00	0	\$0.00
Asphalt Plant Inspector (OT)	1	\$12.50		\$0.00	0	\$0.00
Senior Engineer	1	\$40.00		\$0.00	0	\$0.00
Engineer	1	\$30.00		\$0.00	0	\$0.00
				\$0.00		

Total:
Direct Labor : \$10,177.78

PE/CEI
HUNTERS BEND SRTS
Direct Expenses

Reproduction Costs:

Item Description	Number / Month	Unit Price	Item Subtotal	Total
Photo-copies	200	\$0.12	\$24.00	
Full size bond	50	\$0.50	\$25.00	
Half size bond	300	\$0.35	\$105.00	
Full size vellum		\$4.50	\$0.00	
Half size vellum			\$0.00	
Full size mylar		\$10.50	\$0.00	\$154.00

Travel:

Number of Trips	No. of Miles/No. of People	RATE *	Item Subtotal	Total
0	X 1.00 People X	\$46.00 / day	\$46.00	
0	X 1.00 People X	\$34.50 / day	\$0.00	
8	X 40.00 Miles X	\$0.47 / day	\$150.40	
0	X 1.00 People X	\$77.00 / person	\$0.00	\$196.40

* 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	Months	Item Subtotal	Total
Project Engineer	\$	27.00		\$0.00	\$0.00
Project Inspector/EPSC Inspector	\$	27.00		\$0.00	\$0.00
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

\$350.40

PE/CEI
HUNTERS BEND SRTS
Direct Expenses

Reproduction Costs:

Item Description	Number / Month	Unit Price	Item Subtotal	Total
Photo-copies	50	\$0.12	\$6.00	
Full size bond	10	\$0.50	\$5.00	
Half size bond	10	\$0.35	\$3.50	
Full size vellum		\$4.50	\$0.00	
Half size vellum			\$0.00	
Full size mylar		\$10.50	\$0.00	
		Monthly Sub-Total:	\$14.50	\$29.00
		Number of Months:	2	

Travel:

Number of Trips	No. of Miles/No. of People	RATE *	Item Subtotal	Total
	X 1.00 People	\$46.00 / day	\$0.00	
	X 40.00 Miles	\$34.50 / day	\$0.00	
	X 1.00 People	\$0.47 / day	\$0.00	
	X 1.00 People	\$77.00 / person	\$0.00	\$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	Months	Item Subtotal	Total
Project Engineer		\$ 27.00		\$0.00	\$0.00
Project Inspector/EPSC Inspector	21	\$ 27.00	2	\$1,134.00	\$1,134.00
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 Inspector	4	\$ 27.00	2	\$216.00	\$216.00

TOTAL DIRECT EXPENSES

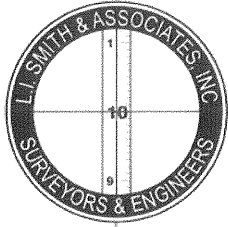
\$1,379.00

**ATTACHMENT A
COF 2013-0128
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**PE/CEI
HUNTERS BEND SRFS
ESTIMATED MAN-HOURS**

SSR	Hours				Rates				Direct Labor				Total DL	Total OT
	2013	2014	2015	2016	2013	2014	2015	2016	2013	2014	2015	2016		
Senior Project Engineer	16	16	16	16	\$61.10	\$61.10	\$61.10	\$61.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Manager	16	170	170	16	\$44.78	\$44.78	\$44.78	\$44.78	\$0.00	\$0.00	\$0.00	\$0.00	\$2,865.92	\$0.00
EPSC Inspector/Engineer	16	48	48	40	\$27.32	\$27.32	\$27.32	\$27.32	\$0.00	\$0.00	\$0.00	\$0.00	\$10,163.04	\$0.00
Records Clerk	16	48	48	40	\$16.48	\$16.48	\$16.48	\$16.48	\$0.00	\$0.00	\$0.00	\$0.00	\$2,504.96	\$0.00
Project Engineer					\$27.64	\$27.64	\$27.64	\$27.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector-EPSC Insp					\$25.00	\$25.00	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector OT					\$12.50	\$12.50	\$12.50	\$12.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Asphalt Inspector					\$30.00	\$30.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector OT					\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Asphalt Plant Inspector					\$30.00	\$30.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector OT					\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector -Grdng/Dens					\$25.00	\$25.00	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roadway Inspector -Gr OT					\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EPSC Inspector/N-S					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BILS - LLSMITH					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PM- LLSMITH					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin - C&C					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Party Chief - C&C					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rodman1 - C&C					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rodman2 - C&C					\$0.00	\$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	\$0.00

Asphalt - Small quantities - no plant inspection required



L.I. Smith & Associates, Inc.

www.lismith.com

Surveyors • Engineers • Photogrammetry

CORPORATE OFFICE 302 North Caldwell Street, Paris, Tennessee 38242
Phone: 731.644.1014 | Tollfree: 1.800.247.6847 | Fax: 731.644.0109 | Email: lsmith@lismith.com
NASHVILLE OFFICE 1100 Lebanon Pike, Suite 105 Nashville, Tennessee 37210
Phone: 615.351.7143 | Fax: 615.256.0290

ATTACHMENT A
COF 2013-0128
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August 5, 2013

SSR, Inc
2995 Sidco Drive
Nashville, TN 37204

Attention: Jason Oldham

Re: Hunterbend Survey

Dear Mr. Oldham

L. I. Smith appreciates the opportunity to provide a cost estimate to provide surveying services for your Hunterbend survey. Our survey will include the location of the two tunnels, to include the inside dimensions of tunnels, sidewalks, rocks and landscape areas, wall, trees, tree canopy, fence(s), breaklines, ground points, drainage structures, utilities and inverts within the survey limits. The sidewalk and curb adjoining the survey limits along Hillsboro Road and Fieldstone Parkway will be included. The state ROW lines on both sides of Hillsboro Road and Fieldstone Parkway will be shown. Easements associated with the path along with and any property lines within the survey limits will be included.

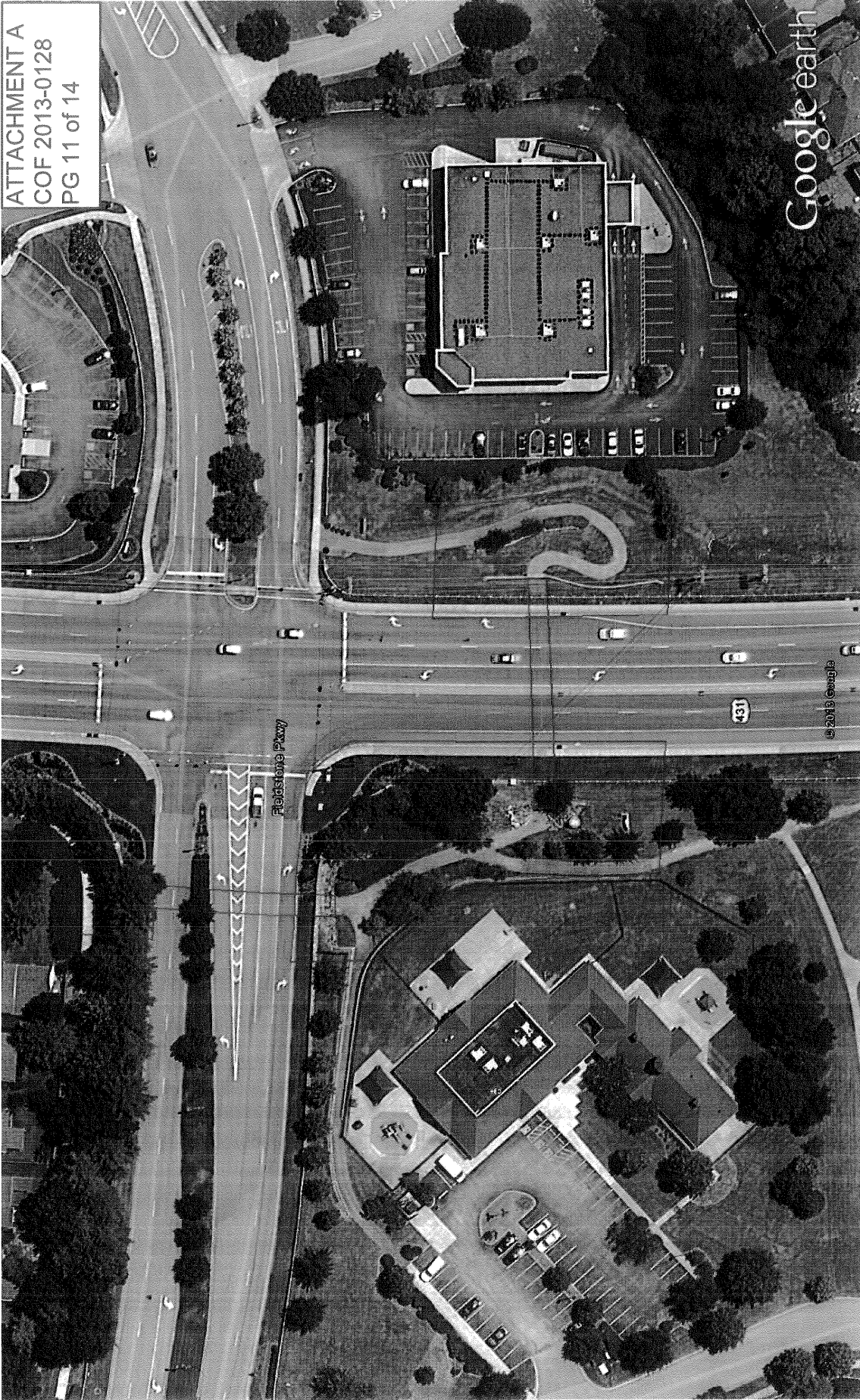
Our fee for providing surveying services will be Four Thousand Four Hundred (\$4,400.00) dollars.

If you have any questions contact me at your convenience. We look forward to working with you and SSR on this project.

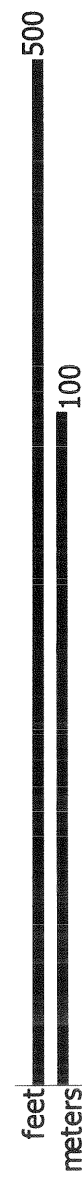
Sincerely,

Paul J. McDonald, CP
Certified Photogrammetrist

L.I. Smith & Associates, Inc.
1100 Lebanon Pike, Suite 105
Nashville, Tennessee 37210
Phone: 615.351.7143
Email: pmcdonald@lismith.com



ATTACHMENT A
COF 2013-0128
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Google earth

Note: Survey limits shown in Red.



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770
www.ttlusa.com

August 2, 2013

Mr. Jason Oldham, PE, ENV SP
Smith Seckman Reid, Inc.
2995 Sidco Drive
Nashville, Tennessee 37204

**Re: Proposal for Geotechnical Exploration Services
Hunters Bend Elementary School
Franklin, Tennessee
TTL Proposal No. P01813154**

Dear Jason:

Thank you for the opportunity to provide geotechnical exploration services for your Hunters Bend Elementary School project in Franklin, Tennessee. This proposal summarizes the available project information, our proposed scope of services, and schedule and compensation information.

PROJECT INFORMATION

Project information was provided by you during a telephone conversation on August 1, 2013, and in several subsequent e-mail transmissions. We were provided a copy of the following:

- A document titled "Request for Qualification For Consulting Engineering Services," prepared by the City of Franklin, Tennessee. This document provides general information about the project.
- An undated and untitled map that shows the location of the project, the location of the planned retaining walls, and information about the retaining wall height.
- An undated and untitled photograph that shows existing conditions in the areas where the retaining wall will be constructed.

The existing Hunters Bend Elementary School is located at the southwest quadrant of the intersection of Hillsboro Road and Fieldstone Parkway. Existing improvements include a tunnel beneath Hillsboro Road. The tunnel is part of a greenway and is used to access other portions of the greenway.

The project will include making improvements to the entrance of the tunnel on the west side of Hillsboro Road. Current plans are to regrade the area to improve pedestrian access by constructing a retaining wall. The cast-in-place concrete retaining wall will be about 100 feet long and will have a maximum height of about 8 feet. The base of the retaining wall will be constructed near existing grades.

EXPLORATION

The purpose of this exploration is to obtain subsurface data at the site and develop foundation and earthwork recommendations for the proposed project. An engineer or geologist from our office will begin the exploration by conducting a site reconnaissance. They will observe and document topographic features and surface conditions on the site.

We propose to explore the subsurface conditions in the planned retaining wall area by drilling three soil test borings. The borings will be drilled to a depth of 15 feet or refusal, whichever is shallower. Truck-mounted drilling equipment may not be able to access two of the boring locations. If these locations cannot be accessed, subsurface data will be obtained by drilling using hand auger methods. These borings will be extended to a depth of 10 feet or refusal, whichever is shallower. Exploration of refusal materials is not included.

We will contact the local utility locating notification system to have participating utility companies notified of the pending subsurface penetrations. Any private underground utilities that may be present will need to be located and marked on the ground surface by the owner prior to the exploration. We are not responsible for damage to underground features that are not clearly marked or are improperly marked at the ground surface at the time of our exploration. Upon completion of the drilling operation, the borings will be checked for the presence of groundwater and subsequently backfilled with the auger cuttings to the ground surface. No other site restoration is planned or included in this proposal.

Following completion of the field exploration, fundamental laboratory testing will be assigned to selected soil samples. The actual number and types of tests performed will be dependent on the conditions encountered in the borings.

Following completion of the field and laboratory work, we will prepare a geotechnical report which will include a narrative text and geotechnical drawings with boring logs and laboratory test data. The completed report will present the data and will address the following:

- General information regarding the site and subsurface conditions, including soil stratigraphy, changes in soil lithology and bedrock occurrences, as well as groundwater measurements shown on individual boring logs.
- Results of laboratory tests performed on selected samples.
- Recommendations for site preparation including criteria for site stripping, undercutting of unsuitable materials and subgrade remedial treatments.
- Recommendations for design and construction of the project retaining walls.

This proposal does not include sampling and testing of the soil, rock, surface water, groundwater, or air to evaluate whether or not environmental contaminants are present. Also, performing stability analysis for the existing embankment or providing remedial repairs for embankment stabilization is not included.

FEE AND SCHEDULE

We propose to accomplish the requested services for a lump sum fee of \$4,000. We have not included a contingency for traffic control in our budget and our fee assumes that the field activities can be performed during normal business hours. Also, we have assumed that background checks or orientation provided by others not will be required prior to accessing the site. If changes in the scope of work are considered necessary or you request additional services, we will not initiate changes or additional work without consulting you and obtaining written authorization to proceed. We expect that this project will take about four weeks to complete. If requested, we can provide preliminary information as the project progresses.

~~AUTHORIZATION~~

~~This proposal will remain valid for a period of 60 days from the date of this proposal. To formally authorize us, we request that you sign the attached Client Project Services Agreement and return a signed copy to us.~~

We appreciate this opportunity to be of service. If you have any questions, or require additional information, please contact us.

Sincerely,
TTL, Inc.



Mark A. Herrmann, PE
Principal Engineer



Richard D. Heckel, PE
Principal Engineer

Attachment: Client Project Services Agreement

Distribution: Addressee (pdf)
File (1)



August 27, 2013

TO: Board of Mayor and Aldermen

FROM: Dustin Scruggs, Staff Engineer I
Paul Holzen, Director of Engineering
David Parker, City Engineer/CIP Executive
Eric Stuckey, City Administrator

SUBJECT: Consideration of Professional Services Agreement (PSA) with SSR, Inc for the Hunters Bend Elementary Safe Routes to School Project Engineering Services and Construction Engineering and Inspection (CEI) (COF Contract No 2013-0128) in the Amount of \$99,972.52.

Purpose

The purpose of this memo is to provide the Board of Mayor and Aldermen (BOMA) with information to make an informed decision concerning Hunters Bend Elementary – Safe Routes to School Project – regarding SSR providing Engineering Services and Construction Engineering Inspection (CEI).

Background

On April 23, 2013 BOMA approved Resolution 2013-23 funding the Hunters Bend Elementary Safe Routes to School Project. The Safe Routes to School Grant is a competitive grant awarded to the City of Franklin to fund infrastructure improvements and programs to encourage students to walk and bike to school. Currently the City of Franklin maintains the Fieldstone Farms bicycle and pedestrian tunnels underneath Hillsboro Pike and Fieldstone Parkway. In addition, the City shall be reimbursed up to the awarded Safe Routes to School Grant (\$203,184) in order to make proposed improvements to existing infrastructure and for school sponsored programs that encourage Hunters Bend Elementary students to walk and bike to school.

Financial Impact

The proposed scope of services provided by SSR was in the amount of \$99,972.52. Resolution 2013-23, A Resolution Funding the Hunters Bend Elementary Safe Routes to School Project budgeted \$100,000 for Design and CEI services.

Recommendation

Staff recommends approval of Professional Services Agreement (PSA) with SSR, Inc for the Hunters Bend Elementary Safe Routes to School Project Engineering Services and Construction Engineering and Inspection (CEI) (COF Contract No 2013-0128).