



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #33A  
BOMA 2/23/2010

## MEMORANDUM

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February 17, 2010

**TO:** Board of Mayor and Aldermen

**FROM:** David Parker, City Engineer/CIP Executive  
Eric Stuckey, City Administrator

**SUBJECT:** **COF Contract No. 2010-0016**  
**Rolling Meadows Subdivision Surveying Services**  
**Ragan Smith Associates, Inc.**  
**February 23<sup>rd</sup> BOMA Agenda Item 33 a)**

### Purpose

The purpose of this memo is to provide additional information to the BOMA concerning the funding for this project.

### Financial Impact

Task 1 - \$8,7000.00 The funding for this portion of the project is proposed to be from the Building and Neighborhood Services Department General Ledger Account #82570. The overall General Ledger Account #82500, contractual Services from where this funding will be taken was budgeted at \$37,500.00 for FY 2010.





Land Planners • Civil Engineers  
Landscape Architects • Surveyors

**PROFESSIONAL SERVICES AGREEMENT**

February 4, 2010

**Via Email:**     [davidp@franklintn.gov](mailto:davidp@franklintn.gov)

Mr. David Parker  
City Engineer/CIP Associate  
City of Franklin  
109 3<sup>rd</sup> Avenue South, P.O. Box 305  
Franklin, Tennessee 37065

**RE:   BRADFORD DRIVE AND DAVIDSON DRIVE  
      ROLLING MEADOWS SUBDIVISION  
      FRANKLIN, TENNESSEE**

Dear Mr. Parker:

**Ragan-Smith-Associates, Inc.** is pleased to offer the following professional service proposal agreement to the **City Of Franklin, Tennessee** (referred to hereinafter as **Client**) to provide land surveying services for property in Franklin, Williamson County, Tennessee.

**PROJECT**

The project consists of a combined total of approximately 1.0 acre of unimproved rights-of-way within the Rolling Meadows Subdivision located in the City of Franklin, Williamson County, Tennessee. The property is a segment of the Bradford Drive right-of-way located between Davidson Drive and Scruggs Avenue, a segment of the Bradford Drive right-of-way located between Scruggs Avenue and Hardison Avenue, a segment of the Davidson Drive right-of-way located between Dabney Drive and the east boundary of the Rolling Meadows Subdivision, and a segment of the Cothran Drive right-of-way located between Hardison Avenue and the north boundary of the Rolling Meadows Subdivision. The said segments are identified by red lines and numbers on the attached Exhibit A..

**PROJECT UNDERSTANDING**

It is the understanding of **Ragan-Smith** that the **Client** intends to dispose of the unimproved rights-of-way as identified above. We understand the **Client** is exploring different ways to accomplish this task. **Ragan-Smith** believes the best approach to achieving the desired result is to prepare a base map through the efforts of an ALTA/ACSM Land Title Survey including topographic data (referred to hereinafter as ALTA) of the segments identified above. Due to the age of the existing Rolling Meadows Subdivision and based on our experience in re-establishing property lines in subdivisions of this nature using sound surveying principles, there will need to be extensive work performed.

This will include locating all the roads within the Rolling Meadows Subdivision along with the existing evidence of property corners. Once the base map has been established and assessed, a determination can be made as whether or not to extend the ALTA to include the lots adjacent to the unimproved rights-of-way.

Analyzing this data, the **Client** can ascertain the best solution for platting the segments identified above. **Ragan-Smith**, through this proposal, offers two options for platting but realizes there may be other options that will better serve the **Client** and the adjoining property owners.

## SCOPE OF SERVICES

### 1. ALTA/ACSM LAND TITLE SURVEY INCLUDING TOPOGRAPHIC DATA

**Ragan-Smith** proposes to provide a field run survey of the unimproved rights-of-way for the four areas identified above. The survey will be performed in accordance with the requirements of a General Property Survey and conforming to the accuracy of a Category I Survey as currently defined in the Standards of Practice, Chapter 0820-4 and adopted by the Tennessee State Board of Examiners for Land Surveyors, and the currently established "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" as adopted by American Land Title Association and National Society of Professional Surveyors in 2005. "Optional Surveying Responsibilities and Specifications" as outlined in Table A will include Items 1, 2, 3, 4, 5, 8, 9, 10, 11(b) and 13. These requirements are attached as Exhibit B.

#### 1A. OPTION TO EXTEND SURVEY

Under this option, **Ragan-Smith** would extend the ALTA to include the lots immediately adjoining the unimproved rights-of-way identified above.

### 2. FINAL SUBDIVISION PLATS

#### Option 1

**Ragan-Smith** will provide land surveying services for the preparation of a final subdivision plat creating six lots within the four areas of unimproved rights-of-way. The plat will be prepared in accordance with the subdivision regulations of the City Of Franklin. **Ragan-Smith** will coordinate with the City of Franklin for subsequent recording of the plat in the Register's Office for Williamson County, Tennessee.

#### Option 2

**Ragan-Smith** will provide land surveying services for the preparation of a final subdivision plat creating 12 lots. The purpose of this plat will be to combine the unimproved rights-of-way with the existing 12 lots immediately adjoining the said rights-of-way. The plat will be prepared in accordance with the subdivision regulations of the City Of Franklin. **Ragan-Smith** will coordinate with the City of Franklin for subsequent recording of the plat in the Register's Office for Williamson County, Tennessee.

Upon execution of this agreement, **Client** acknowledges that it has the authority to authorize the surveyor to enter the property to perform the services noted in detail within this agreement.

**Ragan-Smith** recognizes this Professional Services Agreement will be incorporated into and made part of the CITY OF FRANKLIN PROFESSIONAL SERVICES AGREEMENT, which is attached to this proposal as Exhibit C.

## OWNERSHIP AND USE OF DOCUMENTS

If, in the pursuit and accomplishment of this work, **Ragan-Smith's** work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by **Client**, agents of **Client**, or other parties without the prior review and written approval of **Ragan-Smith** shall be at the sole risk of **Client**. Further, **Client** agrees to defend, indemnify, and hold harmless from all claims, injuries, damages, losses, expenses and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by **Ragan-Smith** are instruments of service and remain the property of **Ragan-Smith** and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.

**SERVICES NOT INCLUDED**

This proposal does not include any infrastructure design, such as roadways, sidewalks, drainage, water, sewer, etc., as may be required by the City of Franklin.

**COMPENSATION**

**Ragan-Smith** will provide the above scope of services for the following fees:

- 1. ALTA/ACSM Land Title Survey including Topographic Data \$8,700.00
- 1A. Extension of Item 1 above \$4,900.00
- 2. Final Subdivision Plat
  - Option 1 \$650.00 per lot
  - Option 2 \$610.00 per lot

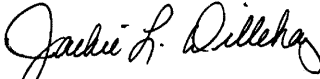
Expenses such as travel, submittal fees, printing, shipping, etc. are in addition to the above quoted fees and will be billed based on the attached *Schedule of Services and Expenses, Terms and Conditions*.

Should additional work be required outside the scope of services noted above, said additional work will be mutually agreed to in writing, with regards to scope and compensation, prior to commencing said work.

We appreciate the opportunity to provide this proposal and look forward to working with you. If you agree to the terms, please sign and return a copy which will serve as authorization to proceed with the work.

Sincerely,

**RAGAN-SMITH-ASSOCIATES, INC.**

  
 Jackie L. Dillehay, RLS  
 Vice President

  
 Kevin L. Birdwell, RLS  
 Survey Project Manager

JLD/KLB:djb

Enclosures

**CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed/Typed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

# RAGAN-SMITH ASSOCIATES, INC.

## SCHEDULE OF SERVICES AND EXPENSES

### Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$165.00
Project Manager	130.00
Professional Engineer	105.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
Land Planner	100.00
Landscape Architect	100.00
Registered Land Surveyor	95.00

### Technical Services

<u>Classification</u>	<u>Hourly Rate</u>
Senior Designer	\$85.00
Designer	70.00
Senior Technician	80.00
Technician	65.00
Administrative Assistant	75.00

### Field Survey Services

<u>Classification</u>	<u>Hourly Rate</u>
Two Man Survey Crew	\$115.00
Three Man Survey Crew	145.00
GPS Survey Crew	180.00
Laser Scanner Survey Crew	240.00

### Expenses

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

Travel:	Cost
Travel and subsistence expenses (lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Printing/reproductions:	Commercial Rates
Sundries:	Cost
Local/overnight deliveries, long distance telephone calls, specialized sampling, laboratory analysis, graphics, and review and submittal fees.	

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

## CONTRACT TERMS AND CONDITIONS

**PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT** - Ragan-Smith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for its sole benefit and exclusive use. No third party beneficiaries are intended by this Agreement. The ordering of services from Ragan-Smith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of Ragan-Smith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

**STANDARD OF CARE** - Ragan-Smith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by Ragan-Smith.

**CONCEALED OR UNKNOWN CONDITIONS** - If conditions are encountered at the site which are concealed or unknown, then Ragan-Smith will be entitled to an equitable adjustment in the contract sum or contract time or both.

**OPINIONS OF COST** - When requested by the Client, Ragan-Smith will use its best efforts, experience and judgment to offer an opinion of probable construction costs. Such opinions are based on available historical data and are intended to provide an order of magnitude of cost. No warranty of the actual construction cost is expressed or implied.

**SITE ACCESS** - Client will grant or obtain free access to the site for all equipment and personnel necessary for Ragan-Smith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Ragan-Smith free access to the site.

**JOB SITE SAFETY** - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of Ragan-Smith nor the presence of Ragan-Smith or its employees and subconsultants on the job site shall relieve the General Contractor of its responsibilities.

**INSURANCE** - Ragan-Smith maintains insurance coverage including Workmans' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

**LIMITATION OF LIABILITY** - In recognition of the relative risks and benefits of the project to both the Client and Ragan-Smith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of Ragan-Smith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$50,000 or Ragan-Smith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

**WAIVER OF CONSEQUENTIAL DAMAGE** - Ragan-Smith and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from either party's termination under this Agreement.

**PAYMENT TERMS** - Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

**LIEN RIGHTS** - The parties agree that the design services provided by Ragan-Smith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of Ragan-Smith's design, and the parties agree that Ragan-Smith will have lien rights in and to the property to the extent of the services provided by Ragan-Smith under this Agreement.

**DISPUTE RESOLUTION/MEDIATION** - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and Ragan-Smith agree that all disputes shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**TERMINATION** - This Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, Ragan-Smith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

Creating Affordable Housing/New Lots in Rolling Meadows Subdivision  
City of Franklin, TN  
January 2010

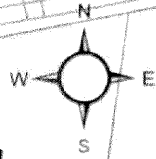
**EXHIBIT A**



Potential new lots shown by red lines and numbers

**Legend**

- Existing Street Centerlines
- Building Footprints
- Rolling Meadows Subd
- Parcels



1 in = 238 feet

