



HISTORIC  
FRANKLIN  
TENNESSEE

## MEMORANDUM

October 1, 2010

**TO:** Board of Mayor and Aldermen

**FROM:** Eric Stuckey, City Administrator *Eric*  
David Parker, City Engineer/CIP Executive  
Eric Gardner, Director of Engineering

**SUBJECT:** **Amendment No 2 to Professional Services Agreement  
With Neel-Schaffer, Inc.  
SR 96 West at Carlisle Lane and Boyd Mill Avenue**

### Purpose

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) regarding the second amendment to the professional services agreement with Neel-Schaffer, Inc. for the design of the SR 96 West at Carlisle Land and Boyd Mill Avenue Improvements.

### Background

Previously the Board had received requests from Carlisle area residents to included various additional design components into the intersection improvement project at State Route 96 West and Carlisle Lane/Boyd Mill Avenue (see attached August 13 staff memorandum). After discussions and public meetings with the residents concerning the possible options for this project, staff believes that the consensus of BOMA is to have Carlisle Lane realigned to the west from the initial design. This is also the design/alignment option supported by a consensus of neighboring residents. There is some desire expressed by BOMA to have a bid option for the construction of a retaining wall instead of the currently designed 3:1 slope along SR 96 and to pursue the increase of landscaping in the Carlisle Home Owners Association common area and along SR 96. In order to accomplish the design work for these changes, there will need to be an amendment to the consultant's (Neel-Schaffer, Inc.) professional services agreement entered into October 9, 2007 and amended April 22, 2010. The issue before BOMA is Amendment No 2 to the Professional Services Agreement with Neel-Schaffer, Inc. to include the costs for the design changes/additions to the project and is broken down as follows:

1. Realignment of Carlisle Lane to the west;
  - a. Design cost of \$13,000.
  - b. Additional right-of-way cost estimated at \$4,000 (actual cost may vary from this estimate after property appraisal).
2. Retaining wall design;
  - a. Design cost of \$17,000.
  - b. Additional cost for construction of a retaining wall versus the 3:1 slope is estimated at approximately \$100,000.
3. Additional Landscaping;
  - a. Design cost of \$9,000.
  - b. Construction/installation costs unknown until approved plan is developed. Existing landscape will not be altered by the proposed intersection improvements. It does not appear to staff that there is adequate room in the existing buffer for additional



landscaping. Upon maturity of existing trees, there should be substantial buffering from the roadways.

### **Financial Impact**

As can be seen from the above breakdown of costs, the immediate financial impact with the approval of Amendment No 2 to the Professional Services Agreement with Neel-Schaffer will be \$39,000. The additional cost of construction of the project will be approximately \$110,000 if the retaining wall and additional landscaping are approved for construction/installation. With both the additional costs for design and construction, this would add approximately \$150,000, or about 7.5%, to the project cost.

### **Options**

The BOMA has already indicated a desire to shift the alignment of Carlisle Lane to the west so as a minimum; Amendment No 2 should be approved to include this cost (\$13,000). BOMA still could choose to not include the other two (2) design costs; retaining wall at \$17,000 and landscaping at \$9,000, or one of the costs and not the other.

### **Recommendation**

Staff does not recommend the inclusion of the design of the retaining wall as a part of Amendment No 2. It has been suggested that a retaining wall be designed and bid as an alternate during the construction contract procurement process. Staff is reasonably comfortable with the cost estimate of \$100,000 for the retaining wall and believes that the additional design of \$17,000 should only be incurred if the City is willing to commit to the construction of this element. The expenditure of design funds with the hope that the wall will be less expensive and, therefore, more palatable is not recommended. It is important to know that having the slopes at 3:1 as designed will not completely remove the existing berm. The berm will remain at approximately the same height and continue to provide a buffer for the adjacent properties. In addition, the additional landscaping is not recommended. The existing landscaping will remain in place and will continue to mature, offering a sufficient buffer for the neighborhood. Spending an additional \$9,000 for design along with an undetermined amount of project landscaping costs is not recommended.

Overall, staff recommends amending the professional services agreement with Neel-Schaffer, Inc. in the amount of \$13,000 to provide for the cost of design to realign Carlisle Lane, but not including the design costs for landscaping or a retaining wall.

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR SR 96 WEST AT CARLISLE LANE AND  
BOYD MILL AVENUE  
COF Contract No 2010-0151**

THIS AMENDMENT is made and entered into on this the --- day of ---, 2010, by and between the City of Franklin, Tennessee ("City") and Neel-Schaffer, Inc. ("Consultant").

**WITNESSETH:**

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Construction Administration of the Carlisle Lane Improvements and Signal Design at Highway 96 West, dated the 9<sup>th</sup> day of October, 2007; and

WHEREAS, City and Consultant agreed to amend the Agreement due to the need to prepare three (3) additional conceptual design/drawing options due to comments received during a Project public hearing, dated April 22, 2010.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as provided in the Scope of Services as established in **Exhibit A** of this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of work as described in Exhibit A in an **Amount Not to Exceed Thirty-nine Thousand and No/100 Dollars (\$39,000.00).**

City reserves the right to issue any payments jointly to the Consultant and sub-Consultant(s) when the City receives information that the Consultant has not paid its sub-Consultants.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without 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.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated October 9, 2007 and Amendment dated April 22, 2010 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

NEEL-SCHAFER, INC.

By: \_\_\_\_\_

**John C. Schroer**

Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**

City Administrator

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
**Shauna R. Billingsley**

City Attorney

September 16, 2010  
N-S Project No. 6820.00

Eric J. Gardner, P.E., CPESC  
Director of Engineering  
City of Franklin  
109 3rd Avenue South  
P. O. Box 305  
Franklin, TN 37065-0305

Subject: State Route 96 at Carlisle Lane and Boyd Mill Avenue

Dear Eric,

As requested in your email dated September 15, 2010, please find below a scope of services and fee estimate to revise the plans for the intersection design at State Route 96 at Carlisle Lane and Boyd Mill Avenue. The revision will be based on the attached Conceptual Option 3 drawing and will include the follow tasks:

#### Alignment Revision

- Revise the horizontal and vertical alignments; adjust drainage, right of way/easements, signal layout and cross-section.
- Revise the layout sheets as required
- Prepare new legal descriptions and exhibits
- Incorporate retaining wall and landscaping design
- Prepare an updated Engineer's Opinion of Cost

#### Retaining Wall Design

- Perform geotechnical investigation in the area of the proposed wall (Tract 6, Carlisle Homeowners Association property).
- Develop retaining wall options based on geotechnical investigation and present the options to the City for selection and approval of wall type. This task would also include developing wall finishes for approval by the City
- Develop design drawings for the retaining wall type selected by the City to include as an alternate bid items in the construction plans

#### Landscape Design

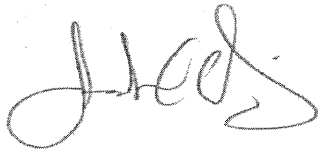
- Coordinate with the City to develop the type of trees and plantings that will provide screening Tract 6. Tree and plant type will be selected not to interfere with retaining wall (if MSE type wall is selected), utilities and site distance
- Coordinate with the City to obtain approval from TDOT to place landscaping on State right of way.
- Develop landscaping plans and specifications to include in the construction plans and documents.

The fee estimate for the above scope of work is as follows:

Task	Fee
Alignment Revision	\$13,000
Retaining Wall Design	\$17,000 (includes \$8000 for geotech investigation for the retaining wall)
Landscape Design	\$9,000
Total Addendum	\$39,000

If the terms of this Letter Agreement are acceptable to you, please have the originals executed and return a copy to us. We look forward to continue to work with you and your staff on this project. Please let me know if you have any questions or comments.

Sincerely,  
NEEL-SCHAFFER, INC.



Joseph C. Deering, P.E., R.L.S  
Engineer Manager

Attachments

**ACCEPTED:** City of Franklin, Tennessee

**DATE:**

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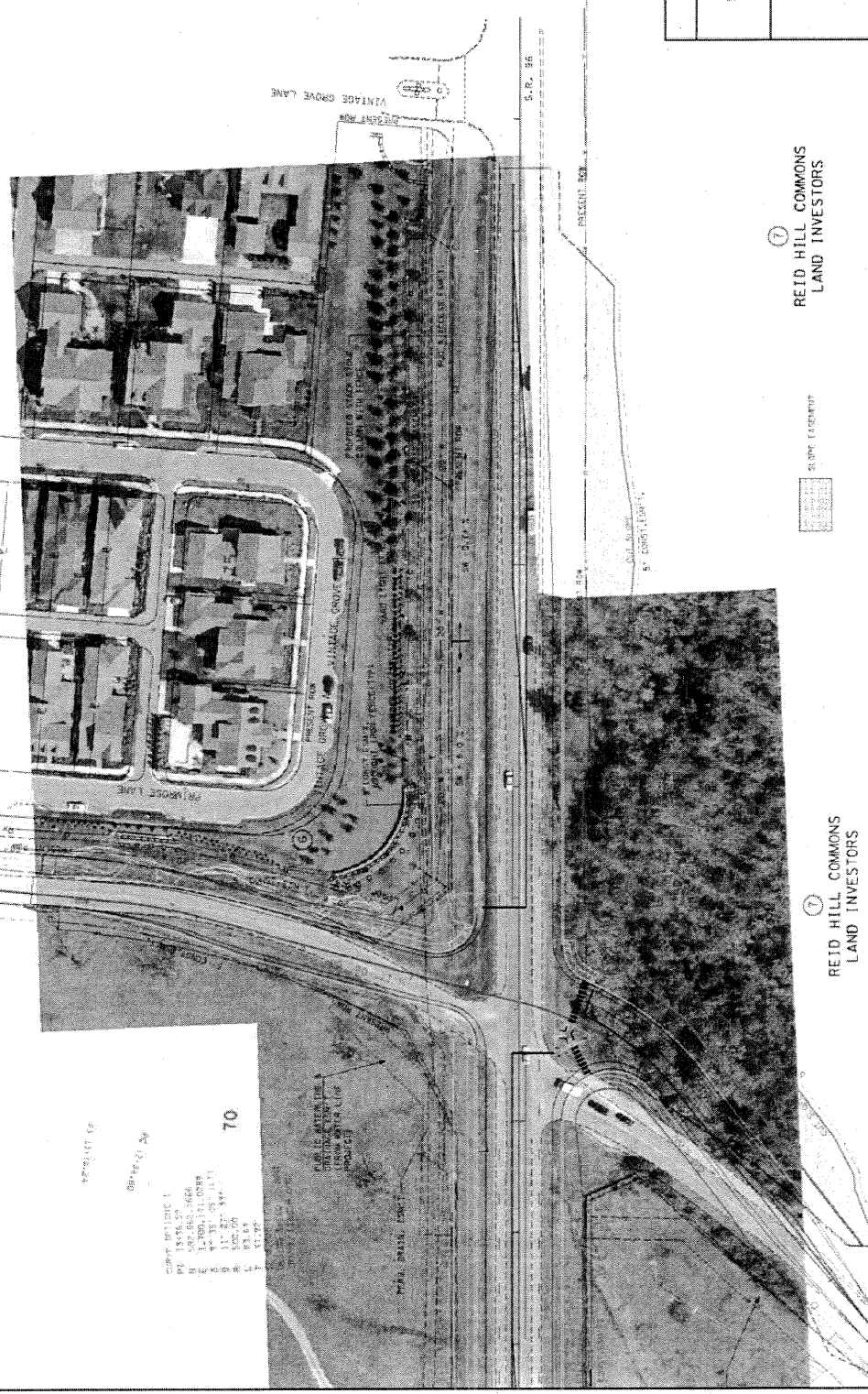
CITY OF	YEAR	NO.
FRANKLIN	2010	4

**⑥ CARLISLE HOMEOWNERS ASSOCIATION, INC.**  
 CARLISLE HTS. 1188 S.F.  
 PROPOSED R.O.W. 15 S.F.  
 CONSTRUCTION EASEMENT 704 S.F.  
 S.P. 96  
 PROPOSED R.O.W. ACCESS EASEMENT 1027 S.F. 10-286 No. 1  
 ACCESS EASEMENT 2198 S.F.  
 CONSTRUCTION EASEMENT 3453 S.F.

STONE HILL LANE  
 CARLISLE LANE  
 11.37' OF R/W REQUIRED BY PLAT 177-10-000-02



**④ TOMLINSON FORT**  
 CARLISLE HTS. 1188 S.F.  
 PROPOSED R.O.W. 15 S.F.  
 CONSTRUCTION EASEMENT 637 S.F.  
 S.P. 96  
 PROPOSED R.O.W. ACCESS EASEMENT 1027 S.F. 10-286 No. 1  
 ACCESS EASEMENT 2198 S.F.  
 CONSTRUCTION EASEMENT 3453 S.F.



**⑦ REID HILL COMMONS LAND INVESTORS**



**⑦ REID HILL COMMONS LAND INVESTORS**

CONCEPT OPTION 3 (2010)

INTERSECTION IMPROVEMENTS  
 STATE ROUTE 96 AT BOYD MILL AVE/ CARLISLE LN  
 FRANKLIN, TENNESSEE

DESIGN: JSD  
 DRAWN: JAS  
 CHECK: JAS  
 SCALE: 1" = 50'

REVISIONS

**NEEL-SCHAFFER**  
 REGISTERED PROFESSIONAL ENGINEER





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## MEMORANDUM

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August 13, 2010

TO: Board of Mayor and Aldermen

FROM: Eric J. Gardner, P.E., Director of Engineering  
David Parker, P.E., City Engineer  
Eric S. Stuckey, City Administrator  
Paul P. Holzen, P.E. Engineering Supervisor

SUBJECT: Carlisle Lane & Signal Design at HWY 96W

### Purpose

The purpose of this memo is to forward information to the Board regarding the design for the Carlisle Lane & Signal Design at HWY 96W and receive direction for completing the design of the project.

### Background

This item was discussed at the August Capital Investment Committee meeting held August 12, 2010. There are three basic items that require Board decision so that staff can move forward with completing the design of the project. The three items are alignment, landscaping and a retaining wall. The committee unanimously agreed on the alignment and landscaping items, but was split on a recommendation regarding the retaining wall.

In June of 2008 Staff met with Neel Schaffer to review and select 1 of 6 alignment options. At the February 23, 2010 BOMA meeting staff was directed to conduct a public meeting to obtain design comments and public input for the project. A public meeting was held on March 30, 2010 to review the current design as approved by staff. At this public meeting staff was directed to develop 3 additional alignment options to review the ROW impacts to the Tomlinson Fort property and the Carlisle Home Owners Association property. A 2<sup>nd</sup> public meeting was held on July 8, 2010 to review the 3 alignment options and obtain additional public input. Both the Carlisle Home Owners Association and Mr. Tomlinson Fort have indicated they are in favor of changing the current alignment and moving forward with Concept Option #3. Below is a summary of the Pros and Cons for the Staff Approved Alignment and Concept Option #3.

### Staff Approved Alignment Pros:

- No ROW take from the historic Tomlinson Fort property
- ROW impacts to the Carlisle Lane HOA is within the common area and located outside the existing security/privacy fence.
- Meets all current design standards
- No additional design cost
- No additional ROW cost

### Staff Approved Alignment Cons:

- The Carlisle Lane HOA does not approve of the current alignment. ROW and easements acquisition would more than likely require condemnation.

### Concept Option #3 Pros:



- Both Tomlinson Fort and the Carlisle Home Owners Association have verbally agreed and shown support for this option.
- Meets all current design standards

### Concept Option #3 Cons:

- Changing the alignment will require additional design cost
- Changing the alignment will require additional ROW cost
- Changing the alignment will delay the ROW Acquisition and design phase of the project
- It's our understanding that the Carlisle Home Owners Association will require approval from all home owners to sell land within their common area. If 100% homeowner approval is not obtained condemnation will still be required.

In addition to shifting the alignment the Carlisle Home Owners Association has requested additional landscaping and a retaining wall be incorporated into the final design. The purpose of the landscaping and retaining wall would be to buffer their development from HWY 96 and Carlisle Lane.

### Options/Financial Impact

#### Proposed Alignment

Option 1 - Approve the staff approved alignment and move forward with resolution 2010-15. This resolution will authorize condemnation. At this time the Carlisle Home Owners Association is the only property remaining to complete the ROW acquisition for this project. The financial impact would include payment of the appraised value for \$6,000 and any cost associated with condemnation.

Option 2 – Approve the alignment for Concept Option #3 shifting Carlisle Lane west. This option will require additional design and additional ROW acquisition on the Tomlinson Fort property. The financial impact could include an additional \$4,000 for ROW cost, additional \$13,000 for design cost and will delay the design phase of the project.

#### Additional Landscaping

Staff would propose that, if the Board chose to include landscaping, it is located outside of the City's ROW and easements and that the maintenance of the landscaping is the responsibility of the Carlisle Home Owners Association.

Option 1 – Include no additional landscaping into the current design. No financial impact.

Option 2 – Approve additional landscaping in the Carlisle Home Owners Association common area. All landscaping should be on private property and outside all existing easements. At the completion of the project the landscaping will be owned and maintained by the Carlisle Home Owners Association. Financial impact would include additional landscaping design cost, construction cost and will delay the design phase of the project.

#### Retaining Wall

The Carlisle Home Owners Association requested that a retaining wall be installed to buffer the subdivision from SR 96 and replace an existing rock outcropping that will be removed during construction. The installation of a retaining wall is not necessary for the infrastructure improvements, only for additional buffering. The length of wall would approximately be 450 feet, with the final length determined through the additional design. It is



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important to know that the sloping that would be done without the retaining wall would still provide a buffer for the subdivision.

Option 1 – Approve the current design with 3:1 slopes graded up to the existing elevation located on the Carlisle Home Owners Association property.

Option 2 – Approve a retaining wall or outcropping along SR96 to act as a noise buffer for the Carlisle Home Owners Association. The financial impact would include an additional \$15,500 for geotechnical engineering services/design and additional construction cost. The additional construction cost was estimated to be around \$100,000 for the construction of a new retaining wall. This cost could be higher depending on the extent of the decorative face used and would delay the design phase of the project

### **Recommendation**

Based on the financial impact alone staff would recommend moving forward with the current design and approving option 1 for the proposed alignment, additional landscaping and retaining wall. Landscaping can be included, if the Board chooses, regardless of the alignment chosen. The retaining wall is also not dependant on the alignment.

The Capital Investment Committee voted unanimously (4-0) to approve Alignment 3 as well as incorporate landscaping into the design of the project. The committee was split (2-2) on whether or not to include a retaining wall in the design of the project.