

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PROJECT
COF Contract No. 2011-0059**

THIS AMENDMENT is made and entered into on this the ____ day of April, 2011, by and between the **City of Franklin, Tennessee** ("City") and **Sullivan Engineering Inc. (SEI)** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Improvements Project ("Project") from Highway 96 West to Claude Yates Drive, dated the 24th day of March, 2008; and

WHEREAS, the City and the Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Scope of Services (Exhibit A) and estimated Fee for said services as broken down in Section A - Approved Supplemental Engineer Services and Section B - Supplemental Engineering Services; and

WHEREAS, the Consultant has included within Exhibit A, Section C that provides estimated costs for work not included within the proposal as presented, but that may be needed in the future. These tasks fees are not included in this Amendment No 1.

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 proposed in their April 7, 2011 letter of proposal/Scope of Services (**Exhibit A**) of this Amendment for the fees for the various tasks as outlined in Section A and Section B, 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 the work as described in Section A and Section B of Exhibit A in an amount not to exceed One Hundred Sixty-Eight Thousand Eight Hundred Thirty-Five and No/100 Dollars (\$168,835.00).

City reserves the right to issue any payments jointly to the Consultant and Contractor when the City receives information that the Consultant has not paid its Contractor.

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 March 24, 2008, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

**SULLIVAN ENGINEERING,
INC.**

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R Billingsley
Shauna R. Billingsley, City Attorney



SULLIVAN ENGINEERING, INC.

317 MAIN STREET, SUITE 400
FRANKLIN, TN. 37064
(615) 377-3330
(FAX) 377-3616

April 7, 2011

Mr. Eric Gardner, P. E.
City of Franklin Director of Engineering
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37064

RE: Hillsboro Road (US 431) Design Documents
From: SR96/Bridge Street/5th Avenue Intersection
To: Claude Yates Drive
Total project Length 1.7+/- Miles (Includes 0.60 Miles of Side Roads)
City of Franklin, Tennessee
Williamson County

Dear Eric,

Sullivan Engineering, Inc. is pleased to submit the following proposal for supplemental engineering services required to finalize the construction bid documents for the proposed roadway improvements of the subject project. A compensation summary of supplemental engineering services is included within this proposal for your use in the evaluation process. In addition I have broken the services required into various sections to better explain the Scope of Services. An Appendix has also been included to identify the scope of services currently under contract and task completed or estimated budget requirements to complete each task.

This proposal is based on design documents previously prepared by SEI and accepted by the City of Franklin. Therefore, it is not anticipated to make changes to the previously approved horizontal and vertical design, typical section (back of curb to back of curb) or proposed storm drainage system as approved by the City of Franklin. During the final design phase of this project SEI is aware that minor design changes may be requested outside of the original scope of services. Therefore, time has been allocated for minor modifications within the revised scope of services. However, significant changes to the design have not been anticipated and will be evaluated on a case by case basis prior to allocation of man power necessary for implementation and inclusion within the design documents.

This project will be developed in accordance with City of Franklin Guidelines, with the engineering design fee based on a lump sum basis. The fee for this project shall include all items listed in the Scope of Work inclusive of travel expenses. All printing for field reviews and public meetings within the allocated budget allowance shall be the responsibility of Sullivan Engineering, Inc. All design documents shall be computer generated using ACAD2004 or newer, and plotted on reproducible vellum or portable document format (PDF) and submitted for review and approval by the City of Franklin

Engineering Dept.

The following summary represents the estimated fee necessary for our design team to complete this project:

SUMMARY OF SUPPLEMENTAL SERVICES

(Supplemental Services based on a construction bid date of Spring 2012)

Approved Supplemental Services (Section "A")	Supplemental Engineering (Section "B")	TOTAL Supplemental Fee Requested
\$42,950.00	\$125,885.00	\$168,835.00 (1)

NOTES:

- 1) A total supplemental fee of \$168,835.00 is requested as outlined within the scope of services outlined within this document. However, please keep in mind \$125,885.00 of total requested shall not be expended unless required and approved by the City of Franklin and a properly executed request for services agreement has been executed

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 Collins
Vice-President

Enclosure

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

SECTION "A"

<i>Approved Supplemental Engineering Services</i>	
<i>(The following engineering services provided by SEI where not anticipated or budget in the original contracted scope-of-services contract.)</i>	
TASK	Budget Allowance
I) Re-design of the Del Rio Pike Intersection	\$5,000.00
II) Turning Movement Analysis of the Del Rio Pike Intersection	\$1,500.00
III) Re-design associated with the Kroger/Swifty Site Development	\$1,500.00
A) Over the last year various meetings and review of documents have been required to assist in the site improvements to insure compatibility with proposed improvements to Hillsboro Road. These services were not anticipated in the original scope of services and shall therefore be included within this supplement.	\$3,000.00
IV) Re-design associated with the 3rd Ave/Sonic Drive-In Site Development	\$2,200.00
A) At one time, the City of Franklin had SEI prepare alternate design for addition of a lane at the Sonic/3 rd Avenue Extension project along 5 th Avenue. This was additional work outside of the original scope of services that has now been determined to not be a part of this project.	
<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 be incorporated into the original contracts scope-of-services. The task noted within this table are based on a Construction Advertisement date of Spring 2012)</i>	
TASK	Budget Allowance
V) One time stake of proposed right-of-way and furthest easement	
A) Re-establish original data and control points (office and field)	\$1,725.00
VI) Re-design associated with the Kroger/Swifty Site Development	\$2,875.00
A) As-built survey update required to insure accuracy of data shown on the design documents.	
a) This data shall be disseminated to EG&G and SSR for inclusion into their respective design documents. Any discrepancies shall be incorporated into the design documents.	
B) It is understood the Kroger dedicated the necessary permanent easement when they developed the old Swifty Gas property as part of the city site review process. The City shall make available these documents to SEI for use in updating the design and easement documents.	
VII) Re-design associated with the 3rd Ave/Sonic Drive-In Site Development	\$2,875.00
A) As-built survey update required for Sonic to insure accuracy of data shown on the design documents.	
a) This data shall be disseminated to EG&G and SSR for inclusion into their respective design documents. Any discrepancies shall be incorporated into the design documents.	
B) It is understood that Sonic did not donate any property as part of the site improvements. However, the Hillsboro Road design documents where referenced in preparation of the site design. This area will be checked for compliance and if necessary the Hillsboro Road design documents shall be revised as necessary.	\$3,000.00
C) Previously described Ingress/Egress easements which provided access to the Sonic site utilizing City of Franklin property are to be revised to become proposed right-of-way. SEI will revise all appropriate documents accordingly.	\$1,725.00
VIII) Update the 5th Avenue/Bridge Street Intersection	Not in Scope of Services
A) At the city's request as-built survey data was obtained by SEI over a year ago at this location at a time the intersection was nearing completion. This work has now been completed. However, City Staff feels no additional survey data is required. SEI will make a site visit and visual update of the area.	
IX) Revision of 80+/- Property Acquisition descriptions to include: (Task completed March 2008)	\$6,200.00
A) Bearing and distance on existing right-of-way	
B) Station and offset label on existing right-of-way	
C) Property owner contact shall not be a part of this contract	

X) Revision to eliminate ingress/egress easement at Granville Drive	\$1,000.00
XI) Modification of design north of Rebel Meadows	\$7,350.00
A) SEI's scope shall be limited to the design of Hillsboro Road south of Claude Yates Drive on the east side, and south of Rebel Circle on the west.	
a) SEI shall review storm drainage and ditches, horizontal/vertical alignments, curbs, sidewalk, cross sections, slope limits and property acquisition documents associated with construction of the roadway for proper connection	
B) Connection to plans at Claude Yates Drive shall be prepared as part of the Wilbur Smith & Associates, Mack Hatcher project.	
XII) Project start-up and initialization as a result of being inactive for over a year.	\$3,000.00
Total Estimated Budget	\$42,950.00

SECTION "B"

<u>Supplemental Engineering Services</u>	
<i>(The following task are not included within SEI's scope of services as outlined in the previously approved scope of services, Section "A", Appendix "A" or Appendix "B" 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>	
TASK	Budget Allowance
D) Re-design associated with the 3rd Ave/Sonic Drive-In Site Development	
A) Supplemental As-built field survey required for 3 rd Ave to insure accuracy of data shown on the design documents.	\$2,875.00
a) This data shall be disseminated to EG&G and SSR for inclusion into their respective design documents. Any discrepancies shall be incorporated into the design documents.	
B) The construction of this area is scheduled to begin in the next few months and includes the installation of gabion baskets as part of the 3rd Avenue extension at the culvert crossing of 5th Avenue South of Sonic. (Therefore, permanent culvert and retaining wall features are not included within the Hillsboro Road design.) SEI's original design was to completely replace the existing culvert under 5th Avenue at Sonic with a ConSpan structure. Since that time TDOT has inspected the existing culvert, and states it is in good shape. Therefore a decision was made by City Staff to not replace the existing structure. SEI's work at this location is limited to extension of the existing culverts curb and short retaining wall necessary for stabilization of the sidewalk. This work does not include specifications of a form liner, any veneer treatment or any work that involves impact to the existing channel. The roadway connection to the 3 rd Ave. Extension shall be limited to the back of the radius returns. Any work associated with the channel, structure design of a retaining related to removal and replacement temporary gabion baskets installed as part of the 3rd Ave. project or architectural features associated with the existing culvert is excluded from the scope of services. No work is to be done on the western end of the culvert.	To be Determined
C) Retaining wall conceptual design documents shall be developed in accordance with TDOT's Retaining Wall Manual. The conceptual design shall be used for construction bidding purposes.	To be Determined
II) Revision of 12+/- Property Acquisition descriptions:	\$6,000.00
A) For revisions north of Claude Yates Drive	
III) Revision to eliminate ingress/egress easement at Granville Drive	
A) 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
IV) Need for weekly or bi-weekly meetings.	\$18,000.00
A) Time shall be allocated for 18 meetings with City Staff	
a) Meeting preparation shall consist of	
(1) Displays	
(2) Meeting involvement, SEI w/subs, EG&G, SSR	
(3) Utility involvement	
(4) Traffic control staging meetings with utility companies, EG&G and SSR	
B) Property owner contact shall not be included within the scope of services	
V) Public involvement	
A) Informational meeting with digital displays	\$2,500.00
a) One budgeted	
b) Court reporter, comment cards, report/transcript	
(1) To be furnished by the city as required	
B) Formal public meeting with digital displays	\$2,500.00
a) One budgeted	
b) Court reporter, comment cards, report/transcript	
(1) To be furnished by the city as required	
C) Environmental meeting with digital displays	\$2,500.00
a) One budgeted	
b) Court reporter, comment cards, report/transcript	

(1) To be furnished by the city as required	
VI) Property Acquisition (preliminary documents for review shall be submitted as a PDF)	
A) Design changes per property acquisition negotiations	\$10,000.00
a) Budget based on modifications to (25% (20 tract) of the project	
VII) Engineers estimated cost of construction analysis. Calculations are to from back of curb to back of curb with the exception of drainage features shown on SEI's design documents. Final bid documents are to be fashioned after the bid package used in the McEwen II) (SEI #413) advertised December 2010.	
A) One estimate budgeted after completion of City construction review meeting	
a) EG&G and SSR will be responsible for their own engineers estimated cost of construction analysis inclusive of all footnotes and coordination of construction numbers not found in the standard TDOT listing.	
B) Construction cost analysis shall be based on the following termini:	
a) Hillsboro Road project – From SR96/Bridge Street to Claude Yates Drive.	\$4,000.00
b) In the event the project is divided into two sections 1(SR96 /Bridge Street to Joel Cheek Blvd. 2) Joel Cheek Blvd. to Claude Yates Drive the estimated quantities and cost analysis will need to be reworked accordingly.	\$3,000.00
C) Supplemental engineers estimated cost of construction analysis and design time line has not been budgeted. This would only be required by the city in an effort to ascertain if the funds being received from TDOT are an asset or liability	
(a) Supplemental engineers estimated cost analysis would for the section from Joel Cheek Blvd. to Claude Yates Drive.	
D) Construction cost differential analysis between products used and state standards is not included within the scope of services.	
VIII) Unforeseen design modification	
A) As-built survey for improvements associated with construction documents prepared as part of the Mack Hatcher bypass construction project	\$5,750.00
IX) The McDonald Company	
A) It is possible the environmental document already prepared and submitted to TDOT can be revised and acceptable to TDOT with a review of past documents prepared using a letter format.	\$1,725.00
a) However, it is possible that a qualified Architectural Historian may be required as part of the approval process	\$6,900.00
B) Air Quality Study	\$23,000.00
C) Noise Study	\$23,000.00
D) Additionally, archival data for the original archaeological survey has been requested by TDOT	\$4,600.00
E) A certification letter is also required for any permits which were requested, and or obtained, i.e., 404, 401 Water Quality certification. These need to come from the Corps, TDEC, and TVA.	\$1,035.00
a) Time Frame: Providing the already requested information and allowing for review times is estimated to take approximately 3 to 4 months.	
X) RPM Transportation Consultants, LLC	
A) Design shall be established as if both projects are advertised, bid and constructed as one project	
B) Additional Service – Contingency Allowance to be used as directed by City Staff.	\$7,500.00
a) A contingency is provided for potential additional services.	
(1) 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, RPM Transportation Consultants, LLC 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 RPM Transportation Consultants, LLC's standard hourly rates.	
Sub-Total Estimated Budget	\$125,885.00

Computer Plots/PDF's	To be Determined
24x36 prints (made form computer plots or PDF's)	To be Determined
11x17 prints (made form computer plots or PDF's)	To be Determined
project manuals	To be Determined
Total Estimated Budget	\$125,885.00

SECTION "C"

<u>Exclusion of Engineering Services</u>	
<i>(The following tasks are not included within SEI's Scope of services. 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 said services. Task not containing a budget allowance are considered as "To Be Determined".)</i>	
TASK	Budget Allowance
I) SEI project facilitator	\$20,000.00
A) SEI, EG&G and SSR will send all documents to a local printer as required for review and final printing. SEI will inform all which printer they will be using with a recommendation on how each firm may want to have their respective digital drawings filed.	
a) Each Firm will be invoiced separately by the printer for services rendered.	
B) All prints used for review purposes shall be combined into one set and delivered to the city by SEI	
C) All information of a general nature shall be sent to SEI for distribution and coordination purposes.	
D) Specific detailed information perceived to pertain specifically to EG&G and SSR designs are not required to be channeled through SEI. It will be more expeditious to deal directly with EG&G and SSR, which in turn can then determine if SEI's design is impacted by the change.	
E) Schedule project meetings and issue meeting minutes in which City of Franklin, SEI, EG&G and SSR are all in attendance.	
F) Facilitate traffic control plan for maintenance of traffic during construction.	
G) Disseminate information received for utility companies during the design process.	
H) 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.	
II) Review of 80+/- Property Acquisition descriptions	
A) One time review and update of property acquisition requirements associated with EG&G and SSR design documents	\$7,500.00
III) Miscellaneous Roadway and Signal related revisions per design modifications	
A) Supplemental signal modifications as required by TDOT	
a) Signalization design documents shall be developed as one project with one review budgeted for revisions by TDOT.	
b) Prior to the TDOT review the City will review the plans for modifications and necessary revisions completed before transmitting to TDOT for a final review.	
B) Supplemental roadway modifications as required by a TDOT are not included within this scope of work. It is SEI's understanding that a TDOT review is not required and has therefore been excluded from the scope of services.	
C) Since the right of way plans are completed it is anticipated that one construction review will be required by the city.	\$5,000.00
D) Combined right-of-way/construction Title Sheet shall be revised to show the project limits based on the TDOT contracts. This revision shall also include the appropriate labels (project numbers, begin/end stations) throughout the design documents	\$1,000.00
a) 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.	
IV) Field survey	
A) One time stake of centerline	\$9,545.00
a) Proposed budget to stake design centerline (100' intervals inclusive of PC and PT locations)	
(b) Based on two mobilization (one each project)	
B) Re-establish original data and control points per 12 month period (office and field)	\$1,725.00
C) Additional mobilizations	\$1,725.00
D) Field Stake design centerline for a distance not to exceed 1,000 l.f., (100' intervals inclusive of PC and PT locations)	\$1,725.00

E) Field Stake design centerline for a distance not to exceed 2,000 l.f., (100' intervals inclusive of PC and PT locations)	\$2,875.00
F) Field Stake design centerline for a distance not to exceed 3,000 l.f., (100' intervals inclusive of PC and PT locations)	\$3,450.00
G) Field Stake design centerline for a distance not to exceed 4,000 l.f., (100' intervals inclusive of PC and PT locations)	\$5,175.00
H) Field Stake design centerline for a distance not to exceed 5,000 l.f., (100' intervals inclusive of PC and PT locations)	\$6,900.00
I) Field Stake design centerline for a distance not to exceed 6,000 l.f., (100' intervals inclusive of PC and PT locations)	\$8,050.00
J) Field Stake design centerline for a distance not to exceed 7,000 l.f., (100' intervals inclusive of PC and PT locations)	\$9,775.00
K) One time stake of proposed right-of-way and furthest easement	\$20,700.00
L) Additional mobilization and staking will be on a per tract basis (\$450/Tract)	\$41,400.00
V) Unforeseen design modification	
A) Extension of design schedule beyond April 2012 (To be Determined)	To be Determined
B) Change in design criteria from standards the right-of-way plans have been based	\$15,000.00
C) Storm water retention or detention	To be determined
D) Change in retaining wall from "Westblock" to use of a similar product	\$5,000.00
E) Change in-scope from utilization of the Engineering Joint Council Document Committee construction contract	To be determined
VI) The McDonald Company	
A) TDOT has referenced an approved environmental document for this project. However, comments received from them in January 2010 still require a noise, air, and "other impacts" document be produced for the three Historical sites listed in the original EA. If a Categorical Exclusion has not been issued for the original Environmental Assessment (EA) performed for the entire project, our previous discussions with TDOT indicate that a new document or at least, an updated environmental evaluation would be required.	\$148,350.00
a) Time Frame: Providing the already requested information and allowing for review times is estimated to take approximately 3 to 4 months.	
B) It appears that a TEER environmental evaluation (Ecology Study) would be in order to satisfy the potential reevaluation requirements. This document would address issues, and provide the information in the format currently required for all TDOT projects. Examples include identification of wet weather conveyances, changes to existing culverts, environmental Justice mapping, etc. Conducting a Phase One Environmental Site Assessment (ESA) would also provide the updates to EPA data base searches for Hazardous Wastes sites, which is also a requirement.	\$43,700.00
1) Time Frame: Depending on the requirements, either an update, or a TEER evaluation, approximately 4 to 6 months would likely be required to complete the process. In the unlikely event that another EA need to be conducted, a minimum of 12 to 15 months could be expected.	
2) TDOT regulations also require a reevaluation of all environmental evaluations over one year old, in accordance with the "TDOT Environmental Procedures Manual, Chapter 6". The review goes to both TDOT and FHWA personnel.	
(a) The regulations appear to suggest that this portion of the project would have to be reevaluated at the same time as the Hillsboro Road Project (Hwy 96 to Joel Cheek Blvd.).	
(b) Required (if an EA is not redone) Assumes no actual air or noise study would be required	
VII) RPM Transportation Consultants, LLC	
A) The original scope of work and compensation are supplemented through the completion of final construction documents, which is anticipated within the next eighteen (18) months. This will include up to two reviews by the City and one review by TDOT. This supplement is primarily due to additional costs associated with the extended duration of the project.	\$13,225.00
a) Traffic Signal Modification and Design Plans	
(1) SR 96/Bridge Street/5 th Avenue	
(2) 3 rd Avenue Relocation	
(3) Del Rio Pike	

(4) Joel Cheek Blvd.	
(5) Claude Yates Drive	
(6) Mack Hatcher Bypass	
(7) Fiber Optic Interconnection and CCTV Design	
(8) Project Coordination, Meetings & Permitting	
C) Pavement Markings	\$4,600.00
a) Provide pavement marking design services for the project. This will include pavement-marking plans for each intersection and roadway segment included in the project.	
D) Project Coordination, Meetings & Permitting	\$7,475.00
a) The original scope of work and compensation for Tasks 3 are supplemented to include up to nine (9) project design progress meetings to take place over the next eighteen (18) months as well as general project coordination.	
F) Update Traffic Projections	\$3,450.00
a) RPM will provide updated traffic projections for the Year 2030 to be included on the final plans. This will include up to five peak hour turning movement counts and projected turning movement volume diagrams for each intersection.	
H) Construction Administration and CEI Services	\$6,900.00
a) RPM will attend and participate in one pre-construction meeting, provide shop-drawing review for traffic signal components throughout construction and perform up to eight (8) field review visits during construction.	
VIII) Geotechnical	
A) No additional geotechnical services have been requested or approved by the City of Franklin. AMEC has completed the Geotechnical Scope of Services in accordance with the previous request for services.	
a) In accordance with the original scope of services the City of Franklin stated that the geotechnical scope, reports or drawings were not required to be in current TDOT format. AMEC has offered to develop a cost estimate to perform this scope if the city deems it appropriate	
b) Estimated budget required for compliance with TDOT format.	\$115,000.00
IX) Structural	
A) No additional structural engineering services have been requested or approved by the City of Franklin. AMEC has completed the Structural Engineering Scope of Services in accordance with the previous request for services.	
X) Aerial survey	To be determined
XI) Topographic Survey	To be determined
A) Except as noted in Section "A" or as approved in Section "B"	To be determined
XII) Utility Relocation Design	To be determined
XIII) Environmental and Erosion Control mitigation design plans	To be determined
XIV) Historical or archeological mitigation plan	To be determined
XV) Construction Testing and observation	To be determined
XVI) More than one construction bid package	To be determined
XVII) Roadway lighting	To be determined
XVIII) Electrical design	To be determined
Total Estimated Budget	\$509,245.00

APPENDIX "A"

Balance to Complete Remaining in Base Proposal	
<i>Proposal based on one construction project with one set of quantity calculations, details, notes and standard drawings. The traffic and erosion control plans are designed exclusively for roadway construction.</i>	
TASK	Budget Amount
1) Title Sheet	
a) Right-of-Way	Completed
b) Construction	\$250.00
2) Typical Sections	\$750.00
a) Mainline	
b) Cross-Road	
c) Temporary detour if required	
d) Private Drives & Business Entrances	
e) Paving Schedule	
i) 20 Year design section	
ii) Construction Documents Only	
3) Construction Details	
a) Compile list of TDOT Standard Drawings	\$400.00
b) Special Details and notes as required	\$400.00
c) Compile TDOT general and special notes	\$400.00
d) Scope of Work	\$150.00
e) Signalization System	\$750.00
f) ConSpan Bridge system	Completed
g) Retaining wall system	\$250.00
h) Itemized Construction Quantities	\$1,000.00
i) At completion of Right-of-Way Documents	
(1) Prepare engineers estimate of probable cost	Completed
ii) At completion of Construction Documents	
(1) Prepare engineers estimate of probable cost	Completed
4) Tabulated Data	
a) Private Drives & Business Entrances	\$400.00
b) Erosion Control	\$400.00
c) Traffic Control	\$400.00
d) Roadside Ditch and Cross Drainage	\$400.00
e) Paving Quantities	\$400.00
f) Signing & Pavement Markings	\$400.00
g) Estimated roadway Construction Quantities	\$1,000.00
h) Signalization System	\$750.00
5) Property Map	Completed
a) Right-of-Way Notes	
b) Acquisition Block	
i) Footnote erosion control easements.	
ii) Footnote temporary construction easements.	
c) Scale 1" = 50'	
d) Identify parcels impacted by construction	
e) Prepare property acquisition descriptions and display drawings	
6) Present Layout	\$3,000.00
a) Scale 1" = 50'	
b) Proposed Right-of-Way/Easement requirements	
7) Proposed Layout	\$2,900.00

a)	Scale 1"=50'	
b)	Details as required	
c)	Permanent Pavement Markings	
d)	Permanent Signing	
e)	Hydraulic requirements	
i)	Roadside special ditch;	
ii)	Storm drainage system;	
iii)	Cross Drainage systems.	
8)	Proposed Profiles/Drainage	\$1,900.00
a)	Scale (1"=50'Horiz. & 1"=5'Vert.)	
b)	Hydraulic requirements	
i)	Roadside special ditch;	
ii)	Storm drainage system;	
iii)	Cross Drainage system.	
c)	Drainage structure and pipe tabulation tables	
9)	Private Drive & Business Entrance Profiles (Final Review by SEI)	\$500.00
a)	Scale (1"=50'Horiz. & 1"=5'Vert.)	
b)	All Drives will be surfaced in accordance with TDOT Design Guidelines	
c)	Side drain requirements	
d)	Side slopes shall not exceed a 3:1 ratio.	
10)	Drainage Culvert Sections	Completed
a)	As Required	
11)	Cross-Sections	Completed
a)	50' Intervals (minimum)	
b)	To be included in:	
i)	Right-of-Way Design Phase	
ii)	Construction Design Phase	
12)	Utility Relocation Design (by others)	Completed
a)	SEI to facilitate efforts in the preparation of this work.	
13)	Project Reviews (As required)	
a)	Right-Of-Way	Completed
b)	Construction	\$1,500.00
14)	Topographic Survey (by HFR)	
a)	Update original 2002 field topography obtained by SEI. 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.	Completed
b)	Update property and utility owner contact information.	Completed
C)	One time stake of proposed right-of-way and furthest easement	\$20,700.00
(a)	Based on two mobilization (one each project)	
	Allowance for Park update (\$5,750 less \$2,472.50 for 5th Ave/SR-96 As-built survey)	\$3,277.50
15)	Drainage Map	Completed
a)	Sheet (1"=400')	
16)	SEI Design Project Management	
a)	Coordinated with City of Franklin Officials	\$2,000.00
b)	Coordinated with appropriate State and Federal agencies.	Completed
c)	Adjoining Project Coordination	Completed
i)	By SEI, City of Franklin and TDOT	Completed
ii)	This item does not include time for property owner contact, design changes associated with review comments by TDOT or changes and review time of other documents by other consultants providing design services for the City of Franklin.	

17) Traffic Control (Roadway Only, Back of Curb to Back of Curb)	\$8,000.00
a) Maintain Traffic During Construction	
b) Per M.U.T.C.D. Guidelines	
18) Erosion Control (Roadway Only, Back of Curb to Back of Curb)	
a) Per Current 2008 City of Franklin Phase Two Storm Water Management Guidelines	\$2,250.00
b) Prepare necessary State and Federal Permits	\$4,250.00
i) Permits submittal and fees by City of Franklin	
19) Geotechnical Investigations	
a) Twenty year pavement design	Completed
b) Obtain Roadway core samples	Completed
c) Obtain retaining wall design criteria	Completed
i) Prepare design for retaining wall system	Completed
20) Traffic Signalization system (by RPM)	\$12,000.00
a) Traffic signal design	
i) Per City of Franklin and TDOT Standards	
b) Traffic Signalization system modification or design	
i) SR-96	
ii) Bridge Street	
iii) Del Rio Pike	
iv) Chestnut Bend	
v) Claude Yates Drive	
vi) Mack Hatcher Parkway	
vii) Signal system design	
(1) Design closed loop system	
(2) CCTV and fiber optic layout	
21) Construction Bid Documents	\$2,500.00
a) Engineering Joint Council Document Committee format	
b) Incorporate T.D.O.T. construction specifications	
c) Incorporate T.D.O.T. Standard Roadway and Structure drawings	
d) Unit Price Bid	
22) Finalize and Issue Right-of-Way Documents	\$12,000.00
23) PDF's/Plots & Printing Budget Balance	\$8,750.00
Balance Remaining	\$94,027.50

APPENDIX "B"

Summary of Prints

(The following summary of prints and plot/PDF's are what is remaining in the Base Proposal to be delivered to the City of Franklin by Sullivan Engineering, Inc.)

	Base QTY	Plots/PDF's Req'd for review and meetings	Plots/PDF's Final	Prints Req'd for review and meetings	(Made from Plots/PDF's)	Prints Req'd Final (Made from Plots/PDF's)	(Made from Plots/PDF's)
		full size	full size	full size	1/2 size	full size	1/2 size
Title Sheet	1	1	1	1	0	5	3
Typical Sections	4	1	1	1	0	5	3
Details/Notes	4	1	1	1	0	5	3
Property Maps	5	1	1	1	0	5	3
Present Layout	7	1	1	1	0	5	3
R-O-W Layout	7	1	1	1	0	5	3
Proposed Layout	7	1	1	1	0	5	3
Proposed Profile	7	1	1	1	0	5	3
Reference Sheets	4	1	1	1	0	5	3
Side Road Profiles	3	1	1	1	0	5	3
Driveway Profiles	13	1	1	1	0	5	3
Traffic Control	20	1	1	1	0	5	3
Erosion Control	14	1	1	1	0	5	3
Cross Sections	33	1	1	1	0	5	3
Project Manual	1	1	1			5	
Total							
Total Estimated Budget							\$5,788.65