

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2016-0325**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **ALFRED BENESCH AND COMPANY** hereinafter referenced as Consultant, who mutually agree 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:

**SR96W Multiuse Trail (Vera Valley Dr. to 5<sup>th</sup> Ave North)**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of ONE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED ELEVEN AND NO/100 DOLLARS (\$121,311.00).

**The Board of Mayor and Aldermen Approved this Agreement on the \_\_\_\_\_ Day of \_\_\_\_\_ 201\_\_.**

## **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 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 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.
- 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 Agreement 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** Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

**6.3 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.

- 6.4 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 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. 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 sixty (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 sub-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 (30) 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**  
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at [www.gsa.gov](http://www.gsa.gov) [click on ‘per diem rates’ under the ‘etools’ category].

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the 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 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and 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 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 City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. 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 this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement 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 Agreement, contract 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.

CONSULTANT

CITY OF FRANKLIN, TENNESSEE

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

BY: \_\_\_\_\_  
Eric S. Stuckey  
City Administrator  
Date: \_\_\_\_\_

Approved as to Form:

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Kristen L. Corn, Assistant City Attorney



Alfred Benesch & Company  
8 Cadillac Drive, Suite 250  
Brentwood, Tennessee 37027  
www.benesch.com  
P 615-370-6079  
F 615-627-4066

October 17, 2016

Mr. H. Gupta Borra, PE  
Traffic Engineer  
City of Franklin  
109 Third Avenue South, Suite 142  
Franklin, TN 37064

RE: Scope and Man-day Estimate to Provide Engineering Services  
For SR 96 West Multi-Use Path from Vera Valley Road  
To 5<sup>th</sup> Avenue North in Downtown Franklin, TN

Dear Mr. Borra:

As requested we have completed a scope and man-day estimate to provide professional engineering services for the above named project, we appreciate the opportunity to submit information. We understand our firm will be required to provide preliminary engineering, producing PS&E documents, right-of-way plans, permitting assistance, bidding assistance, and construction documents on the project described above for the City of Franklin. Our sub-consultant, Adams & Company Surveyors will provide the surveying service, Griggs and Maloney will provide the environmental NEPA documentation and TTL, Inc. will provide the geotechnical services should they be required.

Contact Person: Thomas M. Clinard, P.E.  
Title: Senior Vice President  
Firm Name: Alfred Benesch & Company  
Address: 8 Cadillac Drive, Suite 250  
Brentwood, Tennessee 37027  
Phone: 615.370.6079  
Email: tclinard@benesch.com

Sincerely,

Thomas M. Clinard  
Senior Vice President

**STREET SCOPE OF SERVICES**  
**SR 96 West Multi-use Path – From 5<sup>th</sup> Avenue to Vera Valley Drive**  
**Alfred Benesch and Company**  
**October 17, 2016**

The Scope of Services as detailed below is to provide the City of Franklin “CLIENT” complete Roadway Construction Plans for the proposed SR 96 West Multi-use path from 5<sup>th</sup> Avenue to Vera Valley Drive. The improvements are anticipated to include the addition of a 10’ multi-use path along the north side of the existing alignment of SR 96. Between 5<sup>th</sup> Avenue and Glass Street this is anticipated to be behind curb and gutter. From Glass Street to Vera Valley Drive this is anticipated to be an independent alignment. Along with these improvements it is anticipated to include closed drainage associated with the new curb and gutter.

The services to be performed (hereinafter referred to as “Services”) by Alfred Benesch and Company “CONSULTANT” shall be as follows:

**Design Phase:**

- 1.1 Project Administration and Coordination by the CONSULTANT will involve general project management, field inspections/site visits, and attendance at up to 3 separate progress meetings throughout the duration of the project, monthly conference calls with the City, agency coordination, and overall QA/QC of the deliverables.
- 1.2 Throughout the design phase the CONSULTANT will adhere to the TDOT Local Programs programmatic requirements as prescribed in the Local Government Guidelines for Management of Federal and State Funded Projects. Design plans for each phase of development (Preliminary, ROW, Construction) will be developed in accordance to the format; standards and specifications required by TDOT and further defined in the current version of the TDOT Roadway Design Division – Roadway Design Guidelines and other design guidance provided by TDOT.
- 1.3 The CONSULTANT will develop the necessary documents for completion of the Programmatic or C-List CE and Agency Coordination for the project. See the attached scope to be completed by Griggs and Maloney. Based on initial consultation with TDOT this scope includes completion of an archaeological report and the paperwork necessary for the PCE and Agency Coordination.
- 1.4 The CONSULTANT shall develop PRELIMINARY PLANS for the project based upon the approved alignment. The roadway design parameters for the project will be based upon current versions of the following design guides; “A Policy on Geometric Design of Highways and Streets”, American Association of State Highway and Transportation Officials; “TDOT Standards Specifications for Road and Bridge Construction”; City of Franklin Street Standards. These technical guidelines and specifications shall be followed unless superseded by the standard for the City of Franklin. During the PRELIMINARY PLANS phase of the project, the CONSULTANT will coordinate as necessary with the Tennessee Department of Transportation (TDOT).
- 1.5 Upon review and approval of the PRELIMINARY PLANS by the CLIENT, the CONSULTANT shall assist and attend one (1) Public Meeting with the CLIENT to inform local citizens of the proposed improvement project. Public meeting displays

- and a PowerPoint presentation shall also be developed by the CONSULTANT for use in this meeting.
- 1.6 The CONSULTANT shall develop RIGHT-OF-WAY PLANS for the project at the direction of the CLIENT. During this phase the CONSULTANT will develop preliminary quantities and a preliminary estimate of probable cost.
  - 1.7 The CONSULTANT shall develop the Deeds and Exhibits for use by the CLIENT in acquiring the additional right-of-way needed for the proposed project.
  - 1.8 The CONSULTANT shall develop CONSTRUCTION PLANS for the project as directed by the CLIENT. In addition to the development of the final roadway plans, the CONSULTANT shall develop the required documents to obtain the required environmental permits for the project. All permit fees required will be paid directly by the CLIENT. Upon substantial completion (95%) of the project CONSTRUCTION PLANS by the CONSULTANT, the plans will be submitted for review by the CLIENT. Following receipt of all comments, final CONSTRUCTION PLANS will be completed and submitted for final review by the CLIENT. With the final submittal the quantities for the project will be finalized and the estimate of probable cost will be updated.
  - 1.9 The CONSULTANT shall assist the CLIENT through-out the BIDDING phase of the project. This will include supplying the CLIENT with all required documents in Portable Document Format (PDF) suitable for printing. The CONSULTANT shall assist with preparation of the bid notice and advertisement, organize and lead the pre-bid meeting and assist the CLIENT as necessary with opening and evaluating the bids once received.
  - 1.10 The CONSULTANT shall assist the CLIENT with organizing and leading the project pre-construction meeting during the Construction Phase of the project.
  - 1.11 The CONSULTANT shall provide the CLIENT with final CADD documents for the project. These documents will be the final design documents utilized for Bidding.

### **Sub Consultants**

- 2.1 TTL, Inc. will provide geotechnical services on an as needed basis, including up to eight borings to a depth up to 20 feet or auger refusal, laboratory testing to determine soil properties, stability analysis of existing slopes (if needed), and the preparation of a geotechnical report documenting our findings and recommendations.
- 2.2 Adams and Company Survey will provide the topographic survey and property line information for the project limits. This survey will be performed to TDOT standards and be tied to TDOT State Plane Coordinates.

For clarification and information the following services are specifically not included as part of the SCOPE OF SERVICES as previously described but can be added via a revised scope if deemed necessary by the CLIENT: Transportation Planning Report (TPR), traffic counts or analysis, utility design or relocation plan development, lighting design, signal design, right-of-way negotiation/acquisition services, offsite analysis of the existing drainage system, flood studies, mitigation design, pavement design, Construction Engineering and Inspections (CEI) to TDOT standards, advertisement of bid, printing of City review plans or bid documents, and landscape design.



P.O. Box 2968  
Murfreesboro, TN 37133-2968  
(615) 895-8221  
Fax: (615) 895-0632

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October 10, 2016

Mr. Sammie McCoy P.E., Vice-President  
Alfred Benesch & Company  
Creekside Crossing III  
8 Cadillac Drive, Suite 250  
Nashville, Tennessee 37027

**RE: QUOTATION – NEPA DOCUMENTS FOR STATE ROUTE 96 ENHANCEMENT PROJECT  
FRANKLIN, TENNESSEE**

Dear Sammie:

Griggs & Maloney, Inc. (G&M) is pleased to provide the following quotation to provide NEPA documentation for the above referenced project. I have reviewed the information you provided and it is anticipated that the project will qualify as a Categorical Exclusion (CE) project with minimal environmental concerns.

G&M will coordinate with TDOT and prepare the NEPA documentation to include the tasks below:

**Task 1.** Completion of TDOT Agency Coordination Request to include Letters and responses to:

- U.S. Fish & Wildlife Service
- U.S Army Corps of Engineers
- Tennessee Wildlife Resources Agency
- Floodplain Management (FEMA)
- NRCS Soil Map and National Wetland Inventory
- Wetlands and Streams
- Wild & Scenic Rivers
- Air Quality
- Noise
- Section 4(f)
- Section (6f)
- Cultural Resources
- Native American Coordination
- Hazardous Materials
- Environmental Justice

**Task 2.** Streamline Documentation Checklist for NEPA Programmatic or C List Categorical Exclusion







*CITY OF FRANKLIN*

*MANDAY ESTIMATE AND FEE PROPOSAL*

*For Survey and Design*

**SR 96 West Multi-use Path**

**From 5th Ave. to Vera Valley Drive**

**Williamson County**

General Comments:

**Fee Proposal for adding a 10' multi-use path along one side or the route.**

***Alfred Benesch & Company***

**Thomas M. Clinard, PE**

8 Cadillac Dr, Suite 250 Brentwood, TN

tclinard@benesch.com

*Prepared By:*

**S. McCoy, PE**

*Date prepared:*

**10/14/2016**

**DESIGN MANDAY ESTIMATE**



**ROUTE:** SR 96 West Multi-use Path  
**DESCRIPTION:** From 5th Ave. to Vera Valley Drive  
**COUNTY:** Williamson  
**CONSULTANT:** Alfred Benesch & Company  
 Prepared By: S. McCoy, PE  
 Date Prepared: 10/14/2016

<b>DESIGN TASKS</b>	
1 Survey Office Work	14.0 MANDAYS
2 Design Development	60.0 MANDAYS
3 Plans Development	26.0 MANDAYS
4 Retaining Wall Concept Plans	3.0 MANDAYS
5 Easement Preparation & Exhibits	4.0 MANDAYS
6 Public Involvement	2.0 MANDAYS
7 Special Displays for Public Meeting	3.0 MANDAYS
8 TDOT Local Program Coordination & Submittals	3.0 MANDAYS
9 Preparation of Project Specifications and Bid Documents	2.0 MANDAYS
10 Preparation for Project Bid	2.0 MANDAYS
11 Organize and Lead Project Pre-Bid Meeting, RFI Response and assist with Bid Evaluation	4.0 MANDAYS
12 Organize and Lead Project Pre-Construction Meeting	2.0 MANDAYS
<b>TOTAL DESIGN MANDAYS</b>	<b>125.0 MANDAYS</b>

Remove X to display instructions.

**LABOR RATES**

**ROUTE:** SR 96 West Multi-use Path  
**DESCRIPTION:** From 5th Ave. to Vera Valley Drive  
**COUNTY:** Williamson  
**CONSULTANT:** Alfred Benesch & Company  
 Prepared By: S. McCoy, PE  
 Date Prepared: 10/14/2016



PERSONNEL	MANDAY RATE
PROJECT MANAGER II (\$128/hr)	\$ 1,024.00
PROJECT ENGINEER II (\$108/hr)	\$ 864.00
PROJECT ENGINEER I (\$92/hr)	\$ 736.00
DESIGNER II (\$78/hr)	\$ 624.00
DESIGNER I (\$72/hr)	\$ 576.00

<b>TOTAL MANDAYS</b>	125.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	45.0 %
RIGHT-OF-WAY PLANS	30.0 %
CONSTRUCTION PLANS	25.0 %
<b>TOTAL PROJECT</b>	100.0 %

PRELIMINARY PLANS		45.0 % OF TOTAL PROJECT	
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % PREL. PLANS	2.3 M.D.	\$ 2,355.20
PROJECT ENGINEER II	16.0 % PREL. PLANS	9.0 M.D.	\$ 7,776.00
PROJECT ENGINEER I	30.0 % PREL. PLANS	16.9 M.D.	\$ 12,438.40
DESIGNER II	30.0 % PREL. PLANS	16.9 M.D.	\$ 10,545.60
DESIGNER I	20.0 % PREL. PLANS	11.3 M.D.	\$ 6,508.80
100.0 %			
<b>TOTALS PRELIMINARY PLANS</b>		<b>56.3 M.D.</b>	<b>\$ 39,624.00</b>
RIGHT-OF-WAY PLANS		30.0 % OF TOTAL PROJECT	
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % R.O.W. PLANS	1.5 M.D.	\$ 1,536.00
PROJECT ENGINEER II	16.0 % R.O.W. PLANS	6.0 M.D.	\$ 5,184.00
PROJECT ENGINEER I	20.0 % R.O.W. PLANS	7.5 M.D.	\$ 5,520.00
DESIGNER II	30.0 % R.O.W. PLANS	11.3 M.D.	\$ 7,051.20
DESIGNER I	30.0 % R.O.W. PLANS	11.3 M.D.	\$ 6,508.80
100.0 %			
<b>TOTALS RIGHT-OF-WAY PLANS</b>		<b>37.5 M.D.</b>	<b>\$ 25,800.00</b>
CONSTRUCTION PLANS		25.0 % OF TOTAL PROJECT	
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % CONST. PLANS	1.3 M.D.	\$ 1,331.20
PROJECT ENGINEER II	16.0 % CONST. PLANS	5.0 M.D.	\$ 4,320.00
PROJECT ENGINEER I	20.0 % CONST. PLANS	6.3 M.D.	\$ 4,636.80
DESIGNER II	30.0 % CONST. PLANS	9.4 M.D.	\$ 5,865.60
DESIGNER I	30.0 % CONST. PLANS	9.4 M.D.	\$ 5,414.40
100.0 %			
<b>TOTAL MANDAYS CONSTRUCTION PLANS</b>		<b>31.3 M.D.</b>	<b>\$ 21,568.00</b>
<b>TOTAL LABOR COSTS</b>			<b>\$ 86,992.00</b>

Remove X to display instructions.



**DESIGN DIRECT EXPENSES**

ROUTE: SR 96 West Multi-use Path  
 DESCRIPTION: From 5th Ave. to Vera Valley Drive  
 COUNTY: Williamson  
 CONSULTANT: Alfred Benesch & Company  
 Prepared By: S. McCoy, PE  
 Date Prepared: 10/14/2016

				Item Subtotal	Item Total Cost
<b>Reproduction Costs:</b>					
Item Description	Number / Unit	Unit Price			
Photo-copies	0	\$ 0.10	\$	-	
Full size bond	0	\$ 1.00	\$	-	
Half size bond	0	\$ 1.00	\$	-	
Full size vellum	0	\$ 3.00	\$	-	
Half size vellum	0	\$ 10.00	\$	-	
Color Printing	0	\$ 0.73	\$	-	\$ -
<b>Travel:</b>					
	Number of Trips	No. of Miles/No. of People	RATE *		
Per Diem (75%)			\$ 0.00 Per Day	\$	-
Per Diem			\$ 0.00 Per Day	\$	-
Transportation		X 70.00 Miles X	\$ 0.55 Per Day	\$	-
Lodging			\$ 0.00 Per Person	\$	-
<b>Other Expenses:</b>					
Sub-Consultants			Unit Price		
Griggs and Maloney, Inc. (Agency Coordination, NEPA CE, Cultural)			\$ 8,500.00	\$	8,500.00
Adams and Company Surveyors (field work & deed research)			\$ 16,518.56	\$	16,518.56
TTL, Inc.			\$ 9,300.00	\$	9,300.00
					\$ 34,318.56
<b>TOTAL DIRECT EXPENSES</b>					\$ 34,318.56

DIRECT EXPENSES PRELIMINARY PLANS	\$	25,018.56
DIRECT EXPENSES ROW PLANS	\$	9,300.00
DIRECT EXPENSES CONSTRUCTION PLANS	\$	-

**FEE PROPOSAL**

ROUTE: SR 96 West Multi-use Path  
 DESCRIPTION: From 5th Ave. to Vera Valley Drive  
 COUNTY: Williamson  
 CONSULTANT: Alfred Benesch & Company  
 Prepared By: S. McCoy, PE  
 Date Prepared: 10/14/2016



<b>Preliminary Design</b>			
Labor	=	\$	39,624.00
Direct Expense	=	\$	25,018.56
<b>Total Preliminary Plans</b>	=	\$	<b>64,642.56</b>

<b>Right-of-Way Design</b>			
Labor	=	\$	25,800.00
Direct Expense	=	\$	9,300.00
<b>Total Right-of-Way Plans</b>	=	\$	<b>35,100.00</b>

<b>Construction Design</b>			
Labor	=	\$	21,568.00
Direct Expense	=	\$	-
<b>Total Construction Plans</b>	=	\$	<b>21,568.00</b>

<b>Totals</b>			
Labor	=	\$	86,992.00
Direct Expense	=	\$	34,318.56
<b>Total Project</b>	=	\$	<b>121,310.56</b>

<b>Total Lump Sum Fee:</b>	<b>\$</b>	<b>121,310.56</b>
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