

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2015-0119**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **VOLKERT, INC.** 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:

**On-Call Traffic Engineering Services**

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. Individual work orders shall be authorized by the City Engineer and approved by the City Administrator.
5. The contract price shall not exceed the amount budgeted in a fiscal year as approved by the Board of Mayor and Aldermen.

**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 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.

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

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney

**Scope of Work**  
**On-Call Traffic Engineering Services**  
**City of Franklin, Tennessee**

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**I. BACKGROUND**

The City of Franklin Zoning Ordinance Chapter 5.10.3(5) provides the requirements for Transportation Impact Analyses (TIA). Such TIAs may be prepared by the developer's consultant and reviewed by a City-retained transportation consultant retained under this contract, or alternatively, the TIAs may be prepared by the transportation consultant retained under this contract. Therefore, the City has a need for peer review or preparation of TIAs in conjunction with the Planning/Engineering Department staff review of development applications.

The Zoning Ordinance became effective on July 1, 2008 and is to be amended in March 2016 to provide for the peer review or preparation by the transportation consultant retained under this contract. This change is considered to generate the following improvements in the management of the City of Franklin transportation system:

- Provide better management of infrastructure improvements throughout the City's transportation network.
- Allow more effective staff devotion to facilitate development approvals.
- Provide better coordination among multiple developments within a corridor.

The transportation consultant retained under this contract shall serve as an independent consulting resource for the City of Franklin. The retained consultant shall provide the City of Franklin with said services, moreover described in Section III, so as to provide the City with professional expertise and expedited reviews of TIAs in association with development applications.

Elements of work in this scope shall include the following items:

- A. Attending up to two initial meetings with the development application team to establish analysis methodology and assumptions,
- B. Providing guidance and review of the TIA project scope and Memorandum of Understanding,
- C. Providing available transportation inventory data from City of Franklin resources,
- D. Clarifying study criteria based upon the City of Franklin Zoning Ordinance and Street Standards,
- E. Reviewing projected trip generation and directional distribution of site and any off-site trips,
- F. Checking submitted reports for accuracy and correctness,
- G. Investigating the suitability of TIA recommendations,
- H. Responding to the TIA preparer and City staff, and
- I. Representing the City of Franklin at project meetings and hearings.

These services shall be defined on a task basis as outlined in Tasks 1-4 of this Scope of Services.

Additional general traffic engineering services may be requested as needed by City staff as outlined in Task 5 of this Scope of Services.

## **II. OBJECTIVES**

The objective of this scope is for the retained consultant to provide their TIA knowledge and skill sets to assist in the development review process as it relates to the City's transportation network. This includes the successful direction, data, criteria, evaluation, review or preparation and coordination of TIAs as an element of development applications. The City anticipates that the majority of the work will be to review the developers TIAs. High profile projects will be prepared by the City's retained consultant on a case by case basis. Review of developer-provided TIAs will result in the retained consultant preparing and submitting a memorandum summarizing its review. This memorandum, or full TIA reports in the case of requested high profile projects, will be considered the primary deliverable under this scope. Additional memorandums, summaries or technical reviews may be requested by City staff on an as-needed basis and provided per the consultant's hourly fee schedule.

The finalized and accepted Transportation Impact Analyses (TIA) documents shall identify developer obligations for project approval. City staff will place these requirements in the staff report for the applicable development. If requested by City staff, the retained consultant shall represent the City at the Franklin Municipal Planning Commission (FMPC) and Board of Mayor and Aldermen (BOMA) meetings. One such meeting is included in the lump sum price as part of the retained consultant's basic services; additional meetings as requested by City staff will be provided on an hourly, as-needed basis according to the consultant's fee schedule.

It is anticipated that this contract will be in effect for a three (3)-year period. Compensation shall be at the rates provided by the consultant, with allowances for a new rate schedule to become effective on the contract anniversary date, based upon the contract execution date, for each succeeding year. Updated fee schedules shall be reviewed and approved by the Engineering Director prior to invoices.

Individual work assignments will be generated by the completion of a Work Order that will identify specific services as well as the amount of payment and fee terms. When the work assignment is associated with a development proposal, the developer's applicant shall submit to the Franklin Engineering Department a Request For Approved Traffic Analysis Report For Roads. The City of Franklin Director of Engineering will then prepare a Work Order to be reviewed and approved by the development owner. With the development owner's concurrence, the Director of Engineering will then issue the Work Order to the City-retained consultant. For on-call work

assignments on City of Franklin projects, Work Orders will originate directly from the Director of Engineering.

### **III. DESCRIPTION OF ENGINEERING SERVICES**

#### **PROJECT MANAGEMENT AND COORDINATION**

The retained consultant will manage each TIA review or TIA preparation project for the City of Franklin following all applicable City of Franklin development review processes and standards. At the beginning of the project, the City of Franklin Planning/Engineering Project Co-Leaders will hold a meeting with the retained consultant to initiate the project and formulate a clear understanding of the project requirements. This meeting will include discussion of the project scope, schedule, communication protocol, and team organization.

The retained consultant may hold up to two additional meetings as needed with Planning/Engineering staff during the TIA review or preparation. The retained consultant shall hold a final summary (fourth possible, including kick-off) meeting with Planning/Engineering staff at which the consultant will provide his recommendations from the TIA investigation for inclusion into the City Staff report. Project meetings for the TIA elements will be conducted either at the City offices or, when appropriate, by teleconference to provide detailed updates on the project status. The retained consultant will prepare agendas for and schedule all meetings with concurrence of the City's Project Co-Leaders and will distribute meeting minutes afterward. In summary, the basic services of the retained consultant include up to four possible meetings: Kick-off/Project Understanding Meeting, Two additional project meetings and the Final Summary Meeting. Additional meetings will be held at the direction of City staff and will be provided by the retained consultant as hourly additional services.

Monthly or at least quarterly activity reports will be prepared by the retained consultant that cover the project progress from one report to the next and will indicate the work completed during the past month or quarter. These periodic reports will most often accompany the period activity billing.

Standard TIA review projects shall be priced on a lump sum basis, with allowances for extra meetings on an hourly basis following the retained consultant's contract hourly rate schedule. Quality Assurance/Quality Control shall be included for all submittals reviews and documents, in accordance with the policies of the retained consultant and the City of Franklin. QC hours shall be included in the lump sum item. For high profile TIA preparation projects, City staff and the retained consultant will develop and negotiate custom scope of work and fee schedules executed as individual Work Orders. The tasks guideline for the retained consultant shall include the following services:

- Task 1: Initial Coordination and Guidance of developer TIAs
- Task 2: Detailed Review of submitted TIAs / Preparation of TIAs
- Task 3: Establishment of TIA recommendations

- (a) Formulation of investigation documents and recommendations for City Staff report
- (b) Meetings and presentations as needed with FMPC and BOMA

### **TASK 1: INITIAL COORDINATION AND GUIDANCE OF DEVELOPER TIAS**

Development applications with a significant traffic impact require a detailed TIA in order to identify needed transportation improvements. Such improvements will need to integrate with the City of Franklin Comprehensive Transportation Network Plan (CTNP) and therefore investigate multi-modal activities occurring on the transportation network. The retained consultant will have a thorough knowledge of the CTNP as well as other background or ongoing TIAs that relate to the development proposal. This knowledge will include the scope and schedule of City Capital Improvement Projects and other developer or agency projects for transportation, the available database of transportation demand, and current traffic signal program data where applicable. This inventory of data gathering is to facilitate the initial meeting with the TIA preparer in accordance with the Zoning Ordinance Chapter 5.10.3(5)(b)(i). The retained consultant will attend the initial meeting with the TIA preparer and provide available pertinent data as well as give guidance on the Zoning Ordinance items listed below.

#### **(i) Initial Meeting**

Prior to the preparation of a transportation impact analysis, the preparer shall review the following with the Engineering Department or its designee:

- A.) Study methodologies and assumptions
- B.) The study area designation
- C.) The study horizon year
- D.) The time periods to be analyzed
- E.) Other approved developments in progress; and planned or on-going relevant transportation projects
- F.) Safety concerns within the study area

The TIA preparer will submit a Memorandum of Understanding (MOU) to the retained consultant, and City staff as requested, based on input received at the initial meeting. The retained consultant will answer any questions from the TIA preparer during the TIA's formulation of the MOU, and clear final review approval of the MOU with the City Traffic Engineer before authorizing the TIA preparer to proceed. The retained consultant shall also answer any questions from the TIA preparer in the process of performing the study.

### **TASK 2: DETAILED REVIEW OF SUBMITTED TIAS**

The retained consultant shall perform a detailed investigation of the submitted TIA. (The final version of the TIA is needed, at the latest, prior to the second submittal in the Design Review Team cycle, lest the development application be recommended for deferral to the following month.) This review includes the checking of the basic study assumptions, the inventory data applied, the



directional distributions to be used, the trip generation calculations, the technical analyses, and the conclusions and recommendations. The retained consultant shall clear with the City Traffic Engineer any corrections and adjustments that would be needed prior to relaying comments on the submitted TIA to the preparer. This communication between the retained consultant and the City Traffic Engineer may take the form of telephone call, e-mail and/or written memorandum.

The retained consultant will investigate the recommended TIA improvements in the context of other improvements proposed or planned by government agencies and/or area developments. The retained consultant will distinguish between needed on-site versus off-site improvements. The retained consultant will make comment on right-of-way constraints and requirements, sight distance issues, ITS elements and multi-modal accommodations as well as travel lanes and traffic controls. Where new turn lane and/or traffic signals are proposed, he will review warrant analysis submitted by the TIA preparer for these improvements according to established methods and ensure compliance with the City of Franklin Street Specifications. In the case of a re-submittal of a TIA that needed revision, the retained consultant shall again clear with the City Traffic Engineer the final version before relaying acceptance of the revised TIA to the preparer. When required, review of the first re-submitted version of the developer prepared TIA is included in the retained consultant's Basic Service; additional reviews of re-submittals will be billed under hourly Additional Services.

### **TASK 3: ESTABLISHMENT OF TIA RECOMMENDATIONS**

The outcome of the Task 2 investigation is the formulation of recommendations and their presentation for the FMPC and BOMA, as needed.

#### **TASK 3, Part A.) Formulation of review documents and recommendations for City Staff report**

The retained consultant shall prepare a comprehensive transportation recommendation memorandum for the development's staff report, to include developer obligations for each specific improvement with the associated development stage requirement for completion. He shall provide this memorandum to the City Traffic Engineer and project co-leaders for placing the requirements into the staff report, in time for the publication of the staff report for its upcoming FMPC meeting.

#### **TASK 3, Part B.) Meetings and presentations as needed with FMPC and BOMA**

When a development with a TIA component is on the agenda for an FMPC and/or BOMA meeting, the retained consultant may be required to attend with or on behalf of the Engineering Department staff. He shall answer any questions of the legislators and applicants, and participate in the discussion on the transportation issues as needed.

Meeting attendance beyond the one meeting included in the lump sum Basic Services task will be requested, scoped and approved in advance by the City for billing at the hourly rates shown in the man-hour and fee breakdown.

**SCHEDULE:**

It is anticipated that the Tasks described in this scope will be completed on the following schedule, based upon the monthly cycle for plan submittals to the City of Franklin:

Task 1: There is a pre-application process that allows generally ten (10) days for staff review and comment prior to the initial submittal date. Any meeting with the TIA preparer/applicant is to occur at least five (5) days prior to the submittal deadline. (Pre-application comments are valid for one hundred twenty (120) days.) The retained consultant shall participate in pre-application meetings and guide the transportation element of this process. Upon receipt of the development application, including the developer-prepared TIA, the assigned review consultant will perform Task 2.

Task 2: There is a fourteen (14) day period for review and comment on the initial submittal, which generally will include the development's TIA. The retained consultant shall perform the detailed review of TIAs with a response to be prepared for the project co-leaders and City Traffic Engineer by the DRT meeting for this first submittal. There is again a fourteen (14) day period for review and comment on the second and final submittal, for which the retained consultant shall provide his final comments on the final version of the development's TIA to the project co-leaders and City Traffic Engineer for the second DRT meeting.

Task 3, Part A.): The schedule for the preparation and publishing of the Planning Commission staff report sets the time requirement for the formulation of recommendations based on the review of the final TIA. Generally five (5) days after the second DRT (as little as 2 days during holiday months) the staff comments are due for publishing.

Task 3, Part B.) The schedule for the meetings of the FMPC is normally the fourth Thursday of the month at 7 p.m., but the third Thursday for the holiday months. The schedule for the meetings of the BOMA is normally the second and fourth Tuesday of the month at 7 p.m., but just the second Tuesday for the month of December.

**TASK 4, CITY CONSULTANT PREPARATION OF DEVELOPERS TIAs**

As determined by City staff, high profile projects will be prepared by the retained consultant and presented to the developer following the procedures listed in Tasks 1-3. It is anticipated that the Developer will cover 90% of the cost and the City shall cover 10% of the cost associated with the scope of services. Regardless, the City shall be responsible for paying the retained consultant for all work authorized and completed.

**TASK 5, GENERAL TRAFFIC ENGINEERING SERVICES**

As determined by City staff, the selected consultant will help with general traffic engineering services associated with a variety of on-call capital projects to include, but not limited to:

- Signal Design
- ITS Design
- Signal Timing
- Warrant Investigations for Signals and Turn Lanes.
- Roadway Design
- Safety Studies
- Transportation Planning
- Traffic Data Collection
- Construction Engineering and Inspection

Additional services approved by the City will be scoped and billed at the hourly rates shown in the man-hour and fee breakdown. These services, scopes and fees will be identified in the individual Work Orders.



Attachment A  
COF Contract 2015-0119  
PG 8 of 8

Volkert, Inc.

330 Mallory Station Road  
Suite A-1  
Franklin, TN 37067

Office 615.656.1845  
Fax 615.656.1870

www.volkert.com

November 13, 2015

Mr. Carl Baughman, PE  
109 3<sup>rd</sup> Avenue South  
Franklin, Tennessee 37065

RE: **On-Call Traffic Engineering Services  
Rate Schedule  
Contract No. 2015-0119**

Dear Mr. Baughman:

Per the City's request, we are providing our 2016 Rate Schedule. With the anticipation of a contract period of 3 years, we respectfully request a clause within the contract to be able provide a new rate schedule on the contract anniversary for 2017 and 2018.

**2016 RATE SCHEDULE**

Principal .....	\$255.00
Project Manager .....	\$188.00
Asst. PM .....	\$117.00
Senior Engineer .....	\$188.00
Engineer .....	\$150.00
Junior Engineer .....	\$86.00
Senior Planner.....	\$188.00
Staff Planner .....	\$117.00
Technician .....	\$105.00
Administrative.....	\$82.00

We are excited for the opportunity to serve the City of Franklin on this contract and are looking forward to getting started. Should you have any questions, please don't hesitate to contact me.

Sincerely,  
Volkert, Inc.

Gerald Bolden, PE, PTOE  
Project Manager

Cc: Paul Holzen, Engineering Director, City of Franklin  
File

**Office Locations:**

Birmingham, Foley, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia  
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri  
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