

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2016-0015**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE WAGGONER SUMNER & CANNON, 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:

**Columbia Avenue (SR6/US31) Widening (TDOT PIN 121454.00), From Mack  
Hatcher Parkway to Downs Blvd. – Preliminary Engineering /  
Environmental Phase Design Services**

1. **SCOPE OF SERVICES.** Consultant shall provide preliminary engineering / environmental design 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 MILLION SEVENTY THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$1,070,450.00).

**The Board of Mayor and Aldermen Approved this Agreement on the  
\_\_\_\_\_ Day of \_\_\_\_\_ 2016.**

## **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



1 of 1

December 14, 2015

Via Email: [paul.holzen@franklintn.gov](mailto:paul.holzen@franklintn.gov)

Paul Holzen, PE  
City Engineer  
City of Franklin  
109 3rd Avenue North  
Franklin, TN 37064

**RE: Columbia Avenue Roadway Improvements  
Franklin, TN  
Subject: Revised Scope of Work and Fee**

Dear Paul:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide the attached revised scope of work for the proposed roadway improvements to Columbia Avenue. The details of our scope are included in Attachment A to this letter.

This scope of work was prepared based on our understanding of the project. If we have not fully addressed your project requirements or if you have other questions regarding the scope of work, please let us know immediately.

On behalf of BWSC, we appreciate the opportunity to help you and the City achieve your goals for this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Spann", is written over a horizontal line.

Daniel J. Spann, P.E., PTOE  
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: [jonathan.marston@franklintn.gov](mailto:jonathan.marston@franklintn.gov))  
William Banks, City of Franklin (via Email: [william.banks@franklintn.gov](mailto:william.banks@franklintn.gov))

bargewaggoner.com  
Equal Opportunity Employer/Affirmative Action Employer

211 Commerce Street, Suite 600  
Nashville, Tennessee 37201

615.254.1500 (office)  
615.255.6572 (fax)



1 of 1

December 14, 2015

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

Paul Holzen, PE  
City Engineer  
City of Franklin  
109 3rd Avenue North  
Franklin, TN 37064

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Daniel J. Spann, P.E., PTOE  
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: [jonathan.marston@franklintn.gov](mailto:jonathan.marston@franklintn.gov))  
William Banks, City of Franklin (via Email: [william.banks@franklintn.gov](mailto:william.banks@franklintn.gov))



**Attachment A - Scope of Work  
Improvements to Columbia Avenue  
City of Franklin  
12/14/2015**

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The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Compensation

## **I. PROJECT DESCRIPTION**

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide professional services for the design of improvements to Columbia Avenue, from Mack Hatcher Parkway to just past Downs Boulevard, in Franklin, TN. This segment of Columbia Avenue frequently experiences traffic congestion and lacks appropriate pedestrian and bicycle facilities. The purpose of the roadway improvements is to provide a safer, more efficient corridor for all users.

## **II. SCOPE OF SERVICES**

The following scope of services has been divided into three phases. These include the following:

- NEPA Phase Services;
- Design Phase Services;
- Construction Phase Services.

A detailed scope and fee follows for the NEPA Phase services. The scope and fee for Design Phase Services will be detailed once NEPA Phase services are complete.

### **NEPA Phase Services:**

BWSC understands that the purpose of this phase of the project is to prepare a NEPA document including all necessary agency consultation scoping letters and public meeting efforts for the above subject project. In addition, BWSC will complete the environmental technical studies indicated herein as required by the Tennessee Department of Transportation (TDOT) and/or Federal Highways Administration (FHWA) in order to sufficiently satisfy NEPA documentation for the project. Generally speaking, the project study area comprises the portion of Columbia Avenue from Mack Hatcher Parkway to just north of Downs Boulevard and all existing and proposed rights of way. The NEPA Phase services have been divided into the following:

- A. NEPA Document Preparation;
- B. Planning and Analysis; and
- C. Preliminary Engineering.

Following is a detailed description of each:

**A. NEPA Document Preparation**

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into three (3) tasks. These include:

- Task A1 – Document Coordination;
- Task A2 - Stakeholder Engagement;
- Task A3 - Technical Studies.

Following is a detailed description of tasks A1, A2, and A3:

Task A1 - Document Coordination

BWSC has discussed our knowledge of this project with TDOT and anticipates that a NEPA D-List Categorical Exclusion (CE) document would be appropriate for this project. BWSC will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained by BWSC. The CE form, letter, and all supplemental information, including attachments, shall be sent to the City of Franklin for review and approval. BWSC will incorporate all client comments and submit a revised CE to TDOT for review. BWSC will address all TDOT and FHWA comments and prepare a final version of the CE and supplemental documentation. If the TDOT point-of-contact (POC)/technical reviewer provides any additional comments, these comments will also be revised and incorporated into the CE for final TDOT and FHWA approval.

In addition to the above CE document and associated correspondence, it is anticipated that the above subject project will be that of a D-List CE NEPA document and could result in TDOT and/or FHWA requiring multiple public meetings as well as technical studies for Natural Resources (i.e. Waters of the US/State and Protected Species), Archaeology/Cultural Resources, and Air and Noise.

Therefore, BWSC will perform the following additional tasks summarized below as required and at the City of Franklin's request: *(Note: Should these tasks not be required for the project, they will not be billed to the City.)*

Task A2 - Stakeholder Engagement

The engagement and buy-in for the widening improvements on Columbia Avenue will be a well-publicized and involved process. It is the most important non-technical aspect of this multi-year project. Users inside the Columbia Avenue corridor expect inclusion. We will initiate work on this important task immediately upon authorization, and our proposed scope of work as presented below is divided into:

- *Task A2a - Stakeholder Involvement Planning;*
- *Task A2b - Stakeholder Meetings;*
- *Task A2c - Project External Communication.*

Following is a detailed description of each of tasks A2a, A2b and A2c:



#### *Task A2a - Stakeholder Planning Phase*

Upon notice to proceed the BWSC team will immediately begin preparation of a Stakeholder Engagement Plan that will be presented in draft form to the City team within three weeks from project initiation. Once reviewed by the City team, we will support presentation of this plan to the Board of Mayor and Alderman (BOMA) at a work session scheduled as soon as possible. The purpose of the plan is to outline how the City will engage the stakeholders affected by the Columbia Avenue project, or others that will have important input into the project. Since individuals on BOMA may be the front line in fielding questions or comments, we want to make sure BOMA members are comfortable with the plan for engaging the public. The plan will include the following elements:

- Outline the overall vision for stakeholder engagement;
- Identify key issues that must be addressed through the process;
- Key stakeholders identified by the Project team;
- Methods planned for stakeholder interaction (meeting types, surveys and schedules);
- Opportunities for BOMA involvement;
- Public communication (press involvement, project website, etc.).

In order to develop this plan, BWSC will meet with key City elected officials and staff (project technical staff as well as communications staff, TDOT and some of the more prominent business and community leaders and civic groups affected by the project.)

After getting input from the BOMA workshop, BWSC will finalize the plan and initiate its implementation. It should be emphasized that during the Planning Phase, our team will continue to reach out to key affected stakeholders with the approval (and involvement as directed) of City staff.

#### *Task A2b - Stakeholder Meetings*

Although the details of the stakeholder meeting process will be determined during the planning phase, Task A2a, we have assumed the following meetings will occur for costing purposes:

- Informal one-on-one meetings- up to forty (40) of these meeting lasting no more than two (2) hours each attended by two (2) BWSC staff and City staff as directed;
- Informal group meetings, facilitating discussions with identified groups such as neighborhood associations, civic groups etc. Assumed five (5) meetings at two (2) hours each, attended by two (2) BWSC staff, and City staff as directed;
- BOMA Work sessions. assume ten (10) work sessions for BOMA briefings, four (4) hours each (includes meeting prep time) and two (2) BWSC staff;
- Formal Public Meetings. These meetings, four (4) anticipated, would be called/advertised public meetings that would include a briefing on the project status, as well as an opportunity for the public to ask questions and make

comments for the record. At least one of these is required for the NEPA process, but we will ensure that all formal Public Meetings meet the requirements for public involvement according to the TDOT's Public Involvement Plan (PIP). The PIP will be used as a guide, adhering to Title VI requirements. These meetings will be attended by four (4) BWSC staff, along with key City staff, approximately six (6) hours each.

For each meeting, BWSC will develop the presentation materials (Powerpoint, Poster Boards or other graphics), provide a written summary, and for the formal meetings will record and report all of the public comments received. Graphics provided will include static renderings and perspective views of proposed alternatives; however, this estimate does not include high-level active computer animated renderings or animations; however, these can be provided at an additional cost. During the Stakeholder Plan development and review process, the assumptions for meeting types and numbers may change and we will let the City staff know how this may impact the budget assumed for this task.

#### *Task A2c - Project External Communication*

Media outlets in Franklin and surrounding areas have covered the progression of Columbia Avenue's potential widening improvements for more than a year. BWSC will work with City staff and communications, during the Stakeholder Planning phase, to determine the key media and other public communication outlets to plan for continued coverage of the project process.

For budgeting purposes we have anticipated that this work will include:

- Direct mail/Surveys;
- Signage;
- A project page on City's website;
- Local media outreach;
- Social media;
- Photography and graphics.

Usage of the City's website for continuity of message will be important over the life of this project. BWSC will schedule content for the website, and with City staff's assistance, communicate to users when information is available.

#### *Deliverables (Task A2c):*

- Templates (all types of communication);
- Notes (all meetings);
- Graphics for Public Meetings;
- Website Updates;
- Progress Reports to Engineering ;
- Stakeholder Engagement Plan.

#### Task A3 - Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for three specific technical studies has been identified and included in this scope of work. They include the following:

- *Task A3a - Natural Resources Technical Study;*
- *Task A3b - Archaeology/Cultural Resources Study;*
- *Task A3c - Noise and Air Study.*

Following is a detailed description of each technical study:

*Task A3a - Natural Resources Technical Study*

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from past City projects along the corridor, if available. National Wetlands Inventory (NWI) maps, U.S. Geological Survey topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, consultation with the U.S. Fish and Wildlife Service (USFWS) will be conducted to determine if there are any species of concern that may exist within the project area.

During field work, BWSC ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, BWSC will review the project study area for any federally threatened or endangered species and/or their habitat. A summary report will be prepared for the client's review prior to submittal to TDOT or FHWA.

*Task A3b - Archaeology/Cultural Resources Study*

If needed, BWSC will hire TRC Solutions to complete an archaeological survey of the project study area. The archaeological survey will closely follow all guidelines for Phase I archaeological surveys as defined by the State of Tennessee Division of Archaeology (TDOA). TRC will review and search the archaeological records at the (TDOA) for the general project corridor and conduct a Phase I archaeological survey of the project study area. After the survey, TRC will submit a fully illustrated technical report in letter format, meeting Tennessee State Historic Preservation Office (TN-SHPO) standards, for the project study area following the completion of the fieldwork.

*Task A3c - Noise and Air Study*

If needed, BWSC will hire Bowlby and Associates to complete a noise and air quality analysis for the project study area. The noise analysis will consist of identification of noise-sensitive land uses, noise data collection and measurements, prediction of future noise levels, and determination of noise impacts. The air quality analysis will consist of establishing project conformity and conducting a mobile source air toxics evaluation. Finally, a summary report will be prepared for both the noise and air quality analysis.

## **B. Planning and Analysis**

The planning and analysis component of the environmental document will provide opportunity for recommendations of the Transportation Planning Report (TPR), last updated in Year 2010, to be

updated and refined. This will include collection of new traffic data and updating traffic projections which will account for new and upcoming development along the corridor as well as accounting for other planned and committed roadway network improvements. This will also provide opportunity for alternative solutions to be examined and considered and include a national subject matter expert in the area of access management as well as subject matter experts in the fields of traffic management, intersection design, bicycle, pedestrian and transit facilities. This work will determine what is ultimately designed and constructed on the corridor.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into six (6) tasks:

- Task B1 – Data Collection;
- Task B2 – Existing Conditions Analysis;
- Task B3 – Projected Conditions Analysis;
- Task B4 – Alternative Development Analysis;
- Task B5 – Draft Report;
- Task B6 – Final Report.

#### Task B1 – Data Collection

Data collection for planning and analysis will include new field data collection, assembling historical/record data and conducting interviews with City staff. Field data collection will include the collection of peak hour turning movement counts at critical intersections along the corridor for AM, Midday and PM weekday peak periods as well as weekend peak periods; seven (7) day continuous 24-hour automated bi-directional tube counts will be collected at three locations along the corridor; travel times; field measurements and observations. Count data collection will include video capture of operations at each intersection and be available for observation.

Historical/Record data will also be gathered for review. This includes items such as TDOT counts, record studies and plans, existing signal phasing and timing information and available crash data. Interviews with staff in key departments such as engineering, traffic, streets, planning and parks will be conducted. Count data and existing travel times will be conducted by Quality Counts Transportation Data Collection Services.

A Data Collection Report summarizing the data collected will be compiled and provided to the City for its use and review.

#### Task B2 – Existing Conditions Analysis

Utilizing the data collected in Task B1, the existing conditions analysis will include a detailed analysis of the existing roadway, traffic control, signal system, bike, pedestrian and transit facilities along the corridor. A detailed Synchro simulation model of the existing corridor will be created and calibrated for the purpose of evaluating existing traffic operations and evaluating improvement alternatives.

Utilizing available crash data, a detailed safety analysis will be performed of the corridor utilizing the latest methodology and software from the Highway Safety Manual. Also, an evaluation of existing access management issues will be performed and documented for the corridor.

An Existing Conditions Report, including existing Synchro files will be presented and reviewed with City staff.

#### Task B3 – Projected Conditions Analysis

In order to effectively develop and evaluate improvement alternatives, accurate projected conditions must be determined. This will include an analysis of projected roadway and traffic control facilities for the surrounding network and development of projected volumes for the corridor.

Projected volumes will be presented and reviewed with City staff as well as submitted to TDOT for review and approval.

#### Task B4 – Alternative Development and Analysis

Utilizing the data collected and analysis of projected conditions, alternatives will be developed to improve operations along the corridor. This will include identifying improvements for long-term operation of vehicles, pedestrians, bikes and transit. We have assumed up to three (3) alternatives will be developed and analyzed in addition to a “no-build” alternative.

Evaluation of each alternative will include evaluation of potential access management techniques, traffic operations, and crash safety benefits utilizing the latest methodology software of the Highway Safety Manual.

#### Task B5 – Draft Report

The results of the Alternatives Development and Analysis will be compiled into a Draft Report. This report will first be presented and reviewed with City Staff then with City leaders. Any comments from these reviews will be addressed before public meeting presentation of the draft alternatives.

#### Task B6 – Final Report

Following the public meeting presentation of the draft alternatives, any necessary modifications and/or additional analysis will be performed and a final report produced for inclusion in the environmental document review and approval, which will include Preliminary Engineering and functional plans of the selected alternatives.

#### Deliverables (Task B.):

- Data Collection Report;
- Existing Conditions Report;
- Projected Volumes Report;
- Draft Report;
- Final Report.

### **C. Preliminary Engineering**

BWSC will provide preliminary engineering of the alternates developed from the planning and analysis tasks noted above. We will develop functional level drawings of roadway, utility and right of way features in order to determine the environmental footprint of each alternate. To better analyze each alternate, a right of way and topographic survey of the corridor will be conducted.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into five (5) tasks.

#### Task C1 - Project Survey

Following TDOT guidelines, we will conduct a right of way and topographic survey of the project corridor. Right of way tasks will include deed research to aid in determining current right of way and easement locations. We will also locate utilities denoted by Tennessee One Call along the route. At the request of the City, BWSC will also provide digital scanning of the project using high resolution, stationary scanning techniques for use in providing backgrounds for renderings and supplemental topographic density. The deliverables from this task will be used during the design phase of the project.

#### Task C2 - Roadways

Using the information obtained from the planning and analysis deliverables and the project survey, we will prepare functional plans for the roadway elements of the project including edges of pavement, sidewalks, multi-use paths, driveway connections, medians, and auxiliary lanes for each identified alternate. Detailed construction plans will not be developed as part of this task, but conceptual roadway alignments, profiles and cross sections will be prepared to identify the environmental footprint of each alternate.

#### Task C3 - Utilities

Since Columbia Avenue is currently developed along the project length, the relocation and coordination of utilities for the roadway project will have an impact on the environmental footprint of the project. Because of this impact, we propose to prepare functional plans for these utilities, known to be located along the project:

- Atmos Energy: Natural Gas;
- AT&T; AT&T Fiber, Comcast, XO, etc.: Communications;
- Middle Tennessee Electric Membership Cooperative: Power;
- City of Franklin: Water, Sewer, Stormwater, and Industrial Water.

Coordination with each of these utilities to determine requirements and impacts will take place throughout the development of the project. Ultimately, functional plans showing conceptual layouts, major service connections and crossings, and approximate sizes will be prepared. As noted in Task C2, detailed construction plans will not be developed as part of this task.

#### Task C4 - Rights of Way

Using the information generated from previous tasks, BWSC will evaluate impacts to existing rights of way and easements and propose additional acquisitions for the project. These proposed acquisitions will be shown on the overall functional drawings for each alternate along with approximate before/taken/remaining acreages for each proposed acquisition.

#### Task C5 - EOPCC's

To aid in determining the overall economic impact of the project, funding needs, and alternate selection, we will provide Engineers Opinions of Probable Construction Costs (EOPCC), including right of way acquisition and damage costs determined as a part of Task C4, for project alternates. In providing the EOPCC, the Client understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that BWSC's EOPCC are made on the basis of BWSC's professional judgment and experience. BWSC makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BWSC's EOPCC.

Tasks C1 through C5 of the preliminary engineering phase will be conducted for the preferred alternate and up to two additional alternates, as determined by the BOMA after the planning and analysis phase of the project.

**Deliverables (Task C.):**

- Functional Plans (Plan Sheets at 1"=50' full size, 1"=100' half size) of each alternate, including roadway, utility and right of way features on each sheet;
- CADD files of project surveys and functional drawings;
- Memorandum style submittal of calculations for utility sizes and miscellaneous conceptual design notes.

**Design Phase Services:**

Once complete, the final environmental document will be submitted to TDOT's Environmental Division for review and approval. Once approved by TDOT, the document will be submitted to FHWA for review and approval. The NEPA phase ends with an approved environmental document and Notice to Proceed with the Design Phase. At that time, a detailed scope and fee will be prepared and the contract amended to include design services.

All locally managed projects which involve roadway improvements on state routes are required to be designed in accordance with TDOT Design Policies and Procedures and require detailed oversight from TDOT. Based on these procedures, it is anticipated the design phase will include the following three phases of production: Preliminary Plans, Right-of-Way Plans, and Final Construction Plans. Each phase will have its own TDOT submittal and review requirements. All submitted project plans will be prepared in TDOT format and will meet the requirements for the Preliminary, Right-of-Way, and Construction Plans Checklist, according to TDOT's Roadway Design Guidelines.

Within the development of each of these submittals, all necessary design, coordination and permitting activities will occur such as: such as geotechnical design, traffic signal and ITS designs, street lighting, landscape and streetscape design, hydraulic designs, utility coordination and designs, quantity preparation and construction estimates as well as review and permitting tasks, field reviews, preparation of property acquisition documents, and design public meetings.

The design phase will conclude with the final approved plans ready for bidding and construction.

**Construction Phase Services:**

It is understood and agreed that BWSC's services under this agreement do not include project observation or review of the Contractor's performance or any other construction-phase services not directly included in this scope of services.



### **III. PROJECT UNDERSTANDINGS, ASSUMPTIONS, AND EXCLUSIONS**

- A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
  - 1. BWSC will have access to the site and adjoining areas, as required.
  - 2. Any Permit, recording fees, etc., are to be paid or reimbursed by the City of Franklin.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees:
  - 1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.);
  - 2. Design revisions requested by those outside the project team and stakeholders beyond a mutually agreed timeframe;
  - 3. Environmental technical studies beyond those noted herein;
  - 4. Extending environmental other studies beyond the limits noted herein (Mack Hatcher to Downs);
  - 5. As Built Surveys.
  - 6. Purchase or rental of any metering, survey or other general technology associated with public involvement. The need for this type of equipment will be determined as part of the project.

### **TIME OF PERFORMANCE**

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. We would anticipate a project kickoff meeting within two weeks of authorization. Task 1 of each of the above phases of work could begin immediately after the kickoff meetings with the City. For planning purposes, an eighteen (18) month project duration should be anticipated.

### **IV. CLIENT'S RESPONSIBILITIES**

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services;
- B. Provide review comments in a timely manner;
- C. Provide single point of contact for project coordination purposes;



- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

## V. COMPENSATION

The compensation to be paid to BWSC for providing requested services is provided in the Fee Summary Table below.

**Fee Summary Table:**

Description	Estimated Fee
<b>NEPA PHASE SERVICES</b>	
<b>A. NEPA Document Preparation</b>	
A1. Document Coordination	<b>\$20,000.00</b>
A2. Stakeholder Engagement Process	
<i>A2a. - Stakeholder Planning Phase</i>	<i>\$25,700.00</i>
<i>A2b. - Stakeholder Meetings</i>	<i>\$97,700.00</i>
<i>A2c. - Project External Communications</i>	<i>\$61,500.00</i>
Sub-Total (Task A2.)	<b>\$184,900.00</b>
A3. Technical Studies	
<i>A3a. - Natural Resources Technical Study</i>	<i>\$7,900.00</i>
<i>A3b. - Archaeology/Cultural Resources Study</i>	<i>\$9,600.00</i>
<i>A3c. - Noise and Air Study</i>	<i>\$10,400.00</i>
Sub-Total (Task A3.)	<b>\$27,900.00</b>
<b>Sub-Total (Task A.)</b>	<b>\$232,800.00</b>
<b>B. Planning and Analysis</b>	
B1. Data Collection	\$35,575.00
B2. Existing Conditions Analysis	\$29,550.00
B3. Projected Conditions Analysis	\$23,850.00
B4. Alternative Development and Analysis	\$82,250.00
B5. Draft Report	\$43,800.00
B6. Final Report	\$23,750.00
<b>Sub-Total (Task B.)</b>	<b>\$238,775.00</b>
<b>C. Preliminary Engineering</b>	
C1. Project Survey	\$219,550.00
C2. Roadways	\$77,800.00
C3. Utilities	\$176,000.00
C4. Rights of Way	\$49,225.00
C5. EOPCC's	\$76,300.00
<b>Sub-Total (Task C.)</b>	<b>\$598,875.00</b>
<b>TOTAL (NEPA Phase Services)</b>	<b>\$1,070,450.00</b>
<b>DESIGN PHASE SERVICES</b>	-
<b>CONSTRUCTION PHASE SERVICES</b>	-

This fee is an estimated not to exceed amount and will be billed hourly. Individual task amounts are shown for budgeting purposes only; fee may be reallocated among tasks as needed. The fees provided above are valid up to three (3) months from the date of this proposal. Hourly rates for personnel will be billed at the direct labor rate plus the current audited overhead rate and margin as approved by TDOT. Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc. will be invoiced at the amount of the subcontractor's statement plus fifteen (15) percent.