

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2019-0317**

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

**DECLARATIONS.** City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

**FINAL DESIGN OF THE MULTI-USE TRAIL & BRIDGE AT  
THE PARK AT HARLINSDALE FARM**

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed, based on the Fee Schedule as contained in Attachment A, in the Amount Not-to-Exceed **Three Hundred Ninety-Eight Thousand Two Hundred Sixty-Eight and No/100 Dollars (\$398,268.00)**.
5. Payment of reimbursable items, at direct cost and as listed in the Scope of Services, shall be allowed to exceed the above listed not-to-exceed contract ceiling.

**The Board of Mayor and Aldermen Approved this Agreement on the \_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.**

## **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 claims, judgments, losses, damages, and expenses to the extent such claims, 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. The City shall retain an ownership and property interest therein whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the consultant by the City.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

#### **ARTICLE 8. INSURANCE.**

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
  - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

#### **ARTICLE 9. PAYMENT.**

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES



City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at [www.gsa.gov](http://www.gsa.gov) [click on 'per diem rates' under the 'etools' category].

#### **ARTICLE 10. MISCELLANEOUS PROVISIONS**

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

#### **ARTICLE 11. EXTENT OF AGREEMENT:**

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any 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.

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor  
Date: \_\_\_\_\_

**ALFRED BENESCH & COMPANY:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

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

**Approved as to form:**

\_\_\_\_\_  
Maricruz R. Fincher, Staff Attorney



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October 14, 2019

Mr. Paul Holzen, PE  
City of Franklin  
109 Third Avenue South, Suite 142  
Franklin, TN 37064

RE: Scope and Design Proposal  
The Park at Harlinsdale Farm Multi-Use Path  
Including a new pedestrian bridge over the Harpeth River  
Franklin, TN

Dear Mr. Holzen:

In response to your request after the conclusion of the due diligence phase, I have attached a design scope for completing the full design services for the proposed multi-use path and pedestrian bridge in the Park at Harlinsdale in Franklin, TN. Included with this scope are separate scopes from CEC, Inc, Civil Infrastructure Associates (CIA), and Kiser Vogrin for their portion of the work.

If you have any questions or need additional information, please let me know. Thank you for the opportunity to serve the City of Franklin.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sammie McCoy".

Sammie McCoy, PE  
Vice President  
TN Division Manager



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## The Park at Harlinsdale Farm Multi-Use Path– City of Franklin

### Proposed Scope and Estimate

#### Multi-Use Path over the Harpeth River

Benesch will develop plans for the multi-use path to connect the existing Ruby F. Lynch trail system to a trailhead parking lot within The Park at Harlinsdale Farm in Franklin. Throughout the design phase, Benesch will adhere to the TDOT Local Programs programmatic requirements as prescribed in the Local Government Guidelines Manual.

This work will include the design of a 12' wide concrete multi-use path with 1' un-paved shoulders on both sides to provide additional clearance from path appurtenances. The path will be approximately 2,100 LF with one bridge crossing over the Harpeth River. The proposed trail will connect to both the existing Ruby F. Lynch trail system and Claude Yates Drive on the west side of the Harpeth River and to a trailhead parking lot within The Park at Harlinsdale Farm on the east side of the river. Open drainage will be designed for the multi-use path. Design of water quality units or other water quality items are not included for the proposed drainage design.

Benesch will also coordinate and participate in the conceptual development of the extended trail to Claude Yates Drive. This portion of the trail will be designed as a separate plan set that can be bid locally by the City. Kiser Vogrin Design will complete the trail extension (see the attached scope from Kiser Vogrin Design for more details).

Benesch will provide utility coordination services for the full limits of the trail design to meet the requirements and procedures set out in TDOT's Local Government Guidelines Manual, Chapter 6: "Right-of-Way, Utility, and Railroad Procedures". Below is a generic example of items to be completed:

1. Notify in writing all utility companies (60-day response time)
2. 2<sup>nd</sup> Notice to all non-responsive utility companies (10-day response time)
3. Issue Preliminary Plans and solicit comments (2 possible utility meetings)
4. Issue ROW plans and timeline for relocation plans submittals
5. Review and approve relocation plans
6. Coordinate any contracts between the City and Utility
7. Package information for submittal to TDOT for Utility Coordination Conformance

Benesch will coordinate with Kiser Vogrin Design, Franklin Engineering and Parks Department to incorporate all aesthetic details and appurtenances. In general, this includes landscaping, decorative concrete (i.e. form liners, Inner-Urban Concrete detail), benches, bike racks and bollards (see the attached scope for more details).

Benesch will coordinate with the Parks Department regarding the installation of a possible connection path between the existing Ruby F. Lynch trail system located on the property of Chestnut Bend's subdivision and will show this in the plans as work to be completed by others.

Benesch will develop plans to accommodate the proposed emergency call box and will coordinate with the electric utility regarding the required electrical service near the bridge.

The multi-use path and bridge will accommodate the following items to be designed by others: A Franklin reclaimed water line, and potential electrical or fiber optic conduits. For purposes of this estimate these lines are



all assumed to be less than 8" diameters and can be versatile (i.e. internal bay is acceptable) in where they can be located.

The multi-use path design plans will be developed for each phase of development (Preliminary, ROW, Construction) in accordance to the format, standards, and specifications required by TDOT and further defined in the current version of the "TDOT Roadway Design Division – Roadway Design Guidelines" and other guidance provided by TDOT.

A standard Preliminary 30% set of plans that can be used for initial coordination with FEMA. Following FEMA coordination, the development of a 60% Right-of-Way/Utility set will occur. No Right of Way acquisition is anticipated as the work will be installed on property owned by the City of Franklin and/or the City's Parks Department. This 60% set will also be used for coordination with utility companies. The 100% construction documents will be produced for bidding. Probable construction costs will be estimated at the Right-of-Way and Construction stages of plans production. The plans will be developed for the project based upon the approved alignment. The multi-use path design parameters for the project will be based upon current versions of the following design guides; "Guide for the Development of Bicycle Facilities", American Association of State Highway and Transportation Officials; "LRFD Guide Specifications for the Design of Pedestrian Bridges, 2<sup>nd</sup> Edition", American Association of State Highway and Transportation Officials; "LRFD Bridge Design Specifications, 8<sup>th</sup> Edition", American Association of State Highway and Transportation Officials; "TDOT Standards Specifications for Road and Bridge Construction"; City of Franklin Street Standards. These technical guidelines and specifications shall be followed unless superseded by the standard for the City of Franklin.

The scope includes two Public Meetings, should these be deemed necessary, to inform the public about the project. The scope also includes four coordination meetings with City and Park staff to ensure that all elements are appropriately included. Benesch will assist city staff through-out the bidding phase of the project. This will include supplying all required documents in Portable Document Format (PDF) suitable for printing. Benesch will assist the city in producing the bid book. The bid book will be developed utilizing TDOT Local Program's Federal Proposal Contract. Benesch can organize and lead the pre-bid meeting and assist the city as necessary with opening and evaluating the bids once received.

The multi-use path design scope includes production of erosion control plans, pedestrian safety and signing during construction, permit applications and a SWPPP for the NPDES Permit. Any permit fees or third-party review fees shall be billed to the City as a reimbursable item.

#### **Proposed New Bridge**

The proposed structure has yet to be determined. It will be assumed for this scope that a maximum 900-foot-long, 6-span, prefabricated pedestrian bridge will be constructed. This crossing of the Harpeth River lies within a FEMA designated Zone AE floodplain. A hydraulic study will be required for this project to demonstrate that the proposed design will not increase the water surface Base Flood Elevation of the existing Flood Issuance Study (No Rise Condition). As part of our project, CEC, Inc. will perform the hydrologic analysis and develop hydraulic models for existing and proposed conditions (see attached scope). Benesch will coordinate preliminary structural design with CEC, Inc.



### Structural Design Scope of Work

1. General Bridge Design: Assumed 900', maximum six span, prefabricated pedestrian bridge, and concrete substructures with drilled shaft foundations, H-Pile foundations, or spread footings on sound bedrock.
2. Preliminary bridge design
  - a. Final coordination with hydraulic design team to size the structure opening for the Harpeth River.
  - b. Coordination with multi-use path design to set centerline, profile, bridge width, approach limits, and phasing requirements. As noted in the section above the proposed width for the bridge will be 16' wide to accommodate the proposed 12' wide multi-use path, and 2' shoulders on both sides. The bridge will be designed to accommodate an H10 light-duty truck loading.
    - i. This will include evaluation of span pick points and need for crane pads that possibly might require extending past the top of bank for the Harpeth River
  - c. Coordination with the Parks Department to ensure that the multi-use path and bridge accommodate the multiple needs and uses of the park.
    - i. Potential horse trail will pass under the proposed bridge.
    - ii. Inclusion of aesthetic features on the pier (i.e. concrete form liners etc.).
  - d. Coordination with utility requirements to avoid conflicts and incorporation of utility conveyance needs into the proposed bridge design.
    - i. Potential 8" Reclaimed Water Line attachment.
    - ii. Potential Fiber Optic conduit attachment.
  - e. Coordination with environmental requirements regarding stream impact and substructure locations. This will include evaluation of need for haul road or pier construction access near the Harpeth.
  - f. Develop a preliminary structural design for:
    - i. Substructures: Abutments, piers, and foundation types
    - ii. Superstructure: Coordinate with prefabricated bridge suppliers
  - g. Coordination with Geotechnical Engineer for foundation recommendations
  - h. Development of preliminary plans including:
    - i. Preliminary Layout of Bridge
    - ii. Preliminary Bridge Cross Sections
    - iii. Accommodations for the utilities noted above
    - iv. Construction access plan



### 3. Final bridge design

- a. Develop final design for all structural elements as required
- b. Develop final plans for the structure in accordance with TDOT standards
- c. Incorporate the chosen form liner finishes and aesthetic elements selected by the City
- d. Incorporation of utility conveyance loads in design
- e. Tabulation of required quantities and assistance with cost estimates
- f. Submit all CAD files as required

### **Topographic Survey, Hydraulic Modeling, Environmental Services**

1. CEC, Inc. will provide topographic survey, property line information for the project limits, and geotechnical staking. This survey will be performed to TDOT standards and be tied to TDOT State Plane Coordinates.
2. The CEC, Inc. scope includes the development of the necessary documents for the completion of the Programmatic or C-List CE and Agency Coordination for the project.
3. CEC, Inc. will complete a hydrologic and hydraulic analysis of the Harpeth River at the proposed crossing on the basis of the "2012 TDOT Design Procedures for Hydraulic Structures".
4. FEMA coordination will be coordinated by CEC, Inc. to cover the bridge construction over the Harpeth River. See the attached scope to be completed by CEC, Inc.

### **Landscape Architectural Services and Multi-Use Path Design to Claude Yates Drive**

1. Kiser Vogrin Design's attached scope will include the design of the multi-use path from the Claude Yates Drive east, to a point approximately 500-ft from the west bank of the Harpeth River.
2. Kiser Vogrin Design's attached scope will also include the necessary landscape architecture services for the project.

### **Bridge Geotechnical Services**

1. See attached scope and fee from CIA as needed to provide the geotechnical exploration and report for the construction of the bridge over the Harpeth River.

### **Items not included in the Benesch Scope**

1. Stormwater quality design
2. Signal design or traffic studies
3. Irrigation design
4. Three-dimensional and/or perspective view concept renderings

10/14/2019



5. Utility design
6. Lighting design
7. Mitigation design for impacted environmental features.
8. Construction phase services or full TDOT level Construction Engineering and Inspection (CEI)
9. Bridge superstructure design. Bridge truss is anticipated to be a prefabricated unit that will be designed by a bridge manufacture chosen by the contractor based on the plan details.
10. Design for a potential overbank stream channel that might be required by the hydraulic study is not included in the current scope or estimate

#### **Attachments:**

1. Scope by CEC, Inc.
2. Scope by Kiser Vogrin Design (KVD)
3. Scope by Civil Infrastructure Associates (CIA)

#### **Compensation:**

Final Design Phase (Estimated for Planning Purposes)		
Multi-Use Path Design	Lump Sum	\$ 79,200.00
Bridge Design	Lump Sum	\$ 95,700.00
Bid Administration	Lump Sum	\$ 3,900.00
Geotechnical (By CIA)	Cost Plus	\$ 22,118.00
Survey (By CEC, Inc.)	Cost Plus	\$ 23,700.00
NEPA Document (By CEC, Inc.)	Cost Plus	\$ 81,400.00
Hydrologic & Hydraulic Analysis (By CEC, Inc.)	Cost Plus	\$ 25,000.00
FEMA CLOMR Submittal Package (By CEC, Inc.)*	Cost Plus	\$ 30,000.00
Path Extension to Claude Yates (By KVD)	Cost Plus	\$ 12,500.00
Landscape Architecture (By KVD)	Cost Plus	\$ 24,750.00
Estimated Final Contract Not-To-Exceed		\$ 398,268.00

\*The LOMR Submittal package will follow construction of the bridge and improvements; therefore, the timing of this task is uncertain. CEC will provide a separate addendum for these services as the project nears completion.

The following is the compensation to be paid to Benesch for the scope items noted above. The only reimbursables that will be included on this project are permit fees, and third-part review fees which will be paid by Benesch and reimbursed at cost by the City. All other incidental costs (i.e. printing, travel, etc.) shall be included in the lump sum totals.

10/14/2019





307 Hickerson Drive  
Murfreesboro, TN 37129  
tel 615.663.7678  
www.cia-engineers.com

October 8, 2019

Mr. Jake Williams, PE  
Senior Project Manager  
Alfred Benesch & Company, Inc.  
8 Cadillac Drive, Suite 250  
Brentwood, Tennessee 37027

**Re:   *Proposal for Geotechnical Exploration Services  
Harlinsdale Pedestrian Bridge  
Franklin, Williamson County, Tennessee  
CIA Proposal No. 2019299***

Dear Mr. Williams:

CIA, LLC is pleased to submit this proposal to provide geotechnical exploration services for the referenced project. This proposal is based on project information provided to us and presents our scope of services, fee, and schedule information.

#### ***PROJECT AND BACKGROUND INFORMATION***

Initial project information was provided to us by Benesch during a telephone conversation and an email transmission on September 25, 2019. At that time, we were provided an aerial drawing showing six optional locations of the planned pedestrian bridge. We were instructed to provide a geotechnical scope that would be adequate for any of the six options.

Based on the provided drawing, we understand that a pedestrian bridge will be constructed over Harpeth River north of downtown Franklin. The project options include bridges ranging from approximately 350 to 830 linear feet in length and approach abutments on either side of the bridge. The bridge alignment and foundation locations have not yet been finalized.

#### ***SCOPE OF SERVICES***

The goals of this exploration are to generally characterize site geologic conditions, determine lithology, evaluate soil and rock foundation conditions at the bridge abutments and retaining wall locations, and develop earthwork and foundation recommendations for the proposed construction. The assessment of environmental concerns is beyond the scope of the geotechnical exploration.

After review of the updated plan provided by Benesch, CIA plans to advance up to 12 borings which include proposed bridge abutments, bent locations, and potential embankments or walkway supports. All borings will be extended to auger refusal. The overburden at each drilled location will be drive-sampled in general accordance with ASTM D 1586 "Penetration Test and Split-Barrel Sampling of Soils." At select locations, we may attempt to obtain relatively undisturbed samples with thin-walled (Shelby) tubes. We plan to advance at approximately 10 borings into the

underlying rock approximately 10 feet by means of coring with the intent to extend through weathered rock intervals near the soil-rock interface documenting any irregularities in the coring process such as but not limited to loss in water circulation, rod drops, or other discontinuities in order to identify a competent foundation bearing elevation. Upon completion of boring advancement, each boring will be checked for the presence of groundwater and will then be subsequently backfilled with auger cuttings.

The estimated drilling quantities are presented in the attached cost estimate summary. CIA will monitor the exploration and adjust the exploration program to address any specific needs dictated by the subsurface conditions encountered. We will communicate the observed subsurface conditions to the design team and coordinate any adjustments to the exploration program and associated impacts to the budget and schedule for completion of the geotechnical exploration. No additional work that will require an increase in the budget for the geotechnical exploration will be initiated without prior approval.

Following completion of the field exploration, laboratory testing will be assigned to selected samples to assess the engineering characteristics of the overburden and bedrock. Laboratory index testing will be conducted to determine the natural moisture content, Atterberg limits, and grain size distribution of select soil samples recovered from the drilling operations. Additionally, select rock or soil specimens may be subjected to unconfined compressive strength testing to provide shear strength data to support design efforts. A portion of the strength testing performed on bedrock specimens may include the determination of stress-strain characteristics. Other tests may be required depending upon the subsurface conditions encountered.

No drilling activities will take place without proper coordination with current property owners. CIA will contact the Tennessee One Call System (811), the state-wide utility clearance coordinator for the State of Tennessee, to have the underground utilities marked prior to mobilization of the drilling equipment. The boring locations may be offset from the proposed locations to facilitate access and avoid marked utilities. CIA is not responsible for repair of utilities that are not properly identified by others at the time of our exploration.

A geotechnical report will be issued for the geotechnical exploration, outlining the scope of work performed as well as the results of the exploration and lab testing program. The report will address geotechnical aspects of bridge design and construction. The geotechnical reports will present our findings and will address, at a minimum, the following:

- General information regarding the site and subsurface conditions, including soil stratigraphy and bedrock occurrences, as well as groundwater measurements.
- Results of laboratory tests performed on selected samples.
- General comments regarding geology and geologic hazards, such as karst conditions.
- Recommendations for site preparation, including criteria for stripping, excavation, reuse of on-site materials as structural fill, undercutting of suitable materials and subgrade remedial treatments, and criteria for compacted fill.
- Recommendations for bridge foundation design and construction.
- Recommendations for embankment and walkway design and construction (if applicable).

- Recommendations for temporary and permanent groundwater control, if needed.

Additional comments/conditions upon which this proposal is based are as follows:

- We anticipate that the proposed exploration will be conducted within public right of way and City of Franklin property. If access to private property is required, we will make reasonable efforts to gain voluntary permissions for entry from private property owners, where appropriate. Benesch will be notified, as necessary, of any properties where such entry might be denied.
- We will measure from existing landmarks to establish the boring locations during field exploration. Determination of the exact boring locations and ground surface elevations is beyond this scope of services. This proposal does not include provisions for surveying efforts to establish the boring locations.
- Water for drilling purposes will be obtained from adjacent ponds, creeks, or rivers, if required.
- If traffic conditions or related concern for the safety of personnel working adjacent to and within existing roadways, CIA will coordinate activities with Benesch, The City of Franklin, or county personnel as applicable. A CIA professional will be dedicated to the field work on a full-time basis to coordinate safety procedures and drilling efforts. We do not anticipate that subcontracted traffic control will be required.
- The subsurface exploration will be planned and conducted in accordance with the Tennessee Department of Environment and Conservation General Permit for Surveying and Geotechnical Exploration. As such, installation and monitoring of erosion protection/siltation control measures by both subcontracted and CIA personnel may be required as part of the drilling program.
- The unit prices submitted in this proposal were derived based on the anticipated scope of work assuming the subsurface exploration program would be performed in the 2019 calendar year.
- We will retain the soil samples for 30 calendar days following the submittal of the geotechnical engineering report. After this time, the soil samples may be discarded unless directed otherwise.

### **FEE SCHEDULE AND AUTHORIZATION**

It is our understanding that the geotechnical work will be contracted under a unit price contract. Based on our understanding of the project, our estimated fees are outlined below. A detailed cost estimate is attached.

1.00 Drilling Services	\$11,120.00
2.00 Laboratory Services	\$2,918.00
3.00 Engineering Services	\$8,080.00
<b>Total Not-to-Exceed Costs</b>	
	<b>\$22,118.00</b>

We will discuss with you any expected modifications in scope of services and fee if necessary.

Harlinsdale Pedestrian Bridge  
October 8, 2019  
Page 4 of 6

**Closing**

We appreciate the opportunity to support this design-build pursuit exploration and design efforts for this project and look forward to working with you in the future. If you have any questions, please feel free to contact our office.

Sincerely,  
**CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC**



Matt Bullard, PE  
Vice President  
Director of Geotechnical Services

Attachment:  
Cost Estimate

**Geotechnical Exploration and Engineering Professional Services**  
**Harlinsdale Pedestrian Bridge**  
**Franklin, Williamson County, Tennessee**  
**Alfred Benesch & Company**



**COST ESTIMATE**  
**10/8/2019**

**1.0 DRILLING SERVICES**

		Qty.		Rate	Cost
1.1	Equipment Mobilization	1	\$ 800.00	each	\$ 800.00
1.2	On-site Project Professional	30	\$ 95.00	per hour	\$ 2,850.00
1.3	Soil Auger Drilling	180	\$ 14.00	per vertical foot	\$ 2,520.00
1.4	Rock Core Set-up	2	\$ 100.00	each	\$ 200.00
1.5	Rock Coring	100	\$ 42.00	per vertical foot	\$ 4,200.00
1.6	Water Hauling	1	\$ 250.00	per day	\$ 250.00
1.7	Shelby Tubes	5	\$ 60.00	each	\$ 300.00
<b>SUBTOTAL</b>					<b>\$ 11,120.00</b>

**2.0 LABORATORY TESTING SERVICES**

		Qty.		Rate	Cost
2.1	Natural Moisture Content	12	\$ 9.00	each	\$ 108.00
2.2	Sieve Particle Size Analysis (ASTM D 422)	2	\$ 80.00	each	\$ 160.00
2.3	Atterberg Limits (ASTM D 4318)	4	\$ 55.00	each	\$ 220.00
2.4	Unconfined Compression Test (Rock)	10	\$ 125.00	each	\$ 1,250.00
2.5	Unconfined Compression Test (Soil)	4	\$ 100.00	each	\$ 400.00
2.6	Triaxial Compression Test (CU)	3	\$ 260.00	each	\$ 780.00
<b>SUBTOTAL</b>					<b>\$ 2,918.00</b>

**3.0 ENGINEERING SERVICES**

		Qty.		Rate	Cost
3.1	Project Initiation, Coordination, and Utility Locates				
3.1.1	Project Professional	4	\$ 95.00	per hour	\$ 380.00
3.1.2	Senior Project Manager	2	\$ 185.00	per hour	\$ 370.00
3.2	Engineering Evaluations and Report Development, Bridge				
3.2.1	Project Professional	36	\$ 95.00	per hour	\$ 3,420.00
3.2.2	Senior Project Manager	14	\$ 185.00	per hour	\$ 2,590.00
3.2.3.	Principal Geotechnical Engineer	6	\$ 220.00	per hour	\$ 1,320.00
<b>SUBTOTAL</b>					<b>\$ 8,080.00</b>

	<b>ESTIMATED TOTAL COST</b>	<b>\$ 22,118.00</b>
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October 9, 2019

Sammie McCoy  
Principal Engineer  
Alfred Benesch & Company  
8 Cadillac Drive, STE 250  
Brentwood, TN 37027

Dear Mr. McCoy:

Subject: Proposal for Professional Services – Design Services  
Harlinsdale Farm Pedestrian Trail and Bridge  
Franklin, Tennessee  
CEC Project 191-308

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit to Alfred Benesch & Company (Benesch) this proposal for professional services associated with the design and permitting of a pedestrian trail and bridge at Harlinsdale Farm.

## **1.0 INTRODUCTION**

CEC teamed with Benesch during the initial Due Diligence Phase to help determine the extent of future tasks, specifically determining an alignment for the pedestrian path and narrowing down the field survey and overall project area. CEC understands that the City desires the proposed greenway and bridge to result in a “No-Rise” condition. The scope below is based on the completion of the conceptual design during the Due Diligence Phase and our meeting with you and City staff on September 13, 2019, and represents our understanding of CEC’s proposed role as a subconsultant to Benesch. The proposed scope below includes services up to the completion of design of the pedestrian trail and bridge. Construction phase services are not included with this proposal.

### **1.1 Task 0002 – Topographical Survey**

CEC proposes to perform a Topographic Survey of the area within the provided survey limits as shown on attached Figure 1. It is estimated that this total area consist of approximately 20 acres not including the area within the wood lines along the Harpeth River. A limited topographic survey will be completed for the river and surrounding wooded areas to encompass the location of the

Mr. McCoy – Alfred Benesch & Company  
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proposed bridge. In addition to the topographic survey, CEC will complete six additional cross-sections along the Harpeth River to aid in the hydrologic and hydraulic analysis task.

CEC will utilize survey field technicians equipped with GPS, Robotics and Conventional Total Station surveying instruments to complete this task. This survey will be performed in accordance with the Tennessee Code Annotated Survey Standards of Practice and will include visible and/or marked utilities, adjacent roadway, building locations, existing site improvements, FEMA floodplain boundaries, and edge of tree drip lines. Invert elevations, pipe size and pipe material of the storm and sanitary sewer structures will be obtained if visible. Individual specimen trees with a diameter of twenty-four (24) inches or greater and aesthetic understory trees with a diameter of eight (8) inch or more measured at four-and-one-half feet above grade will be located. Contours will be generated at one-foot intervals. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid Model 12B) in US feet. CEC will provide the final deliverable in a CAD (\*.dwg) 2018 format. Property Boundary and Access Easement document preparation are not included with this scope of services, but may be provided at an additional fee.

Utilities will be shown according to surface observations combined with plans and markings provided by calling the TN811. It is CEC's experience TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

It is understood that the client hereby grants CEC or represents and warrants (if the site is not owned by the client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors for the purpose of obtaining field information pertinent to the subject project.

## 1.2 Task 0003 – NEPA Document

The purpose of this Scope of Work (SOW) is to prepare a D-List CATEx document pursuant to the National Environmental Policy Act (NEPA) to analyze the potential impacts to the human and natural environment for the proposed greenway and bridge over the Harpeth River at Harlinsdale Farm in Franklin, Williamson County Tennessee. This CATEx document will also include National Historic Preservation Act – sec 106, Endangered Species Act – Section 7, and USDOT sec 4f evaluation/documentation.



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The D-List CATEX document will be prepared per Council of Environmental Quality (CEQ), Federal Highway Administration (FHWA) and Tennessee Department of Transportation (TDOT) NEPA regulations and guidance documents. The Section 106 evaluation will be prepared as per 36 CFR 800, and all the relevant data and analysis will be prepared as per the National Historic Preservation Act and procedures described in 36 CFR 800. Endangered Species be considered in accordance with Section 7 of the Endangered Species Act. The Section 4(f) evaluation will be prepared as per U.S DOT regulations.

The purpose of this task is to perform an environmental review and coordination in pursuit of a Categorical Exclusion. The following subtasks will be conducted for this project.

1. Project Management
2. Purpose and Need Statement
3. Data Collection
4. Environmental Assessment/Environmental Impacts
5. Draft D-List CATEX
6. Final D-List CATEX

NEPA, AASHTO, FHWA, Federal, State and Local rules and regulations will be followed in this task.

### **Develop Purpose and Need**

CEC will develop a draft Purpose and Need Statement in close coordination with agency staff and other key stakeholders. The Purpose and Need statement will be consistent with guidance available through the FHWA technical advisory.

### **Data Collection**

As part of the preparation of the environmental documentation, individual technical studies will be considered and, if required, undertaken to analyze and assess the existing conditions and environmental consequences of the potential impacts of the proposed project. Data collection will be carried out, at varied degrees, according to NEPA, Federal, and State regulations and requirements and may include:

1. Social impacts – Environmental Justice Impacts
2. Economic Impacts
3. Land Use Impacts
4. Local Accessibility and Travel Patterns

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5. Public Facilities and Services
6. Relocation Impacts
7. Section 4(f) of the Department of Transportation Act of 1966
8. Section 6(f) of the Land and Water Conservation Fund Act of 1966
9. Air Quality Analysis
10. Noise Impacts Evaluation
11. Impacts on Cultural Preservation (Section 106) – Archaeological Resources and Historical Resources
12. Farmland Protection
13. Ecological Impacts
14. Terrestrial
15. Aquatic
16. Wetlands
17. Floodplain Impacts
18. Endangered and Threatened Species (Section 7)
19. Hazardous Waste Impacts
20. Indirect and Cumulative Impacts

### **Assessment/Environmental Impacts**

For items noted in Data Collection that will require analysis, a brief reader-friendly technical report will be prepared. This summary will assist in the development of the D-List CATEX. The technical reports will undergo a thorough editorial review prior to formal submittals. These technical reports will be included as appendices to the NEPA document. Coordination with various resource/regulatory agencies as well as outreach to affected stakeholders and public involvement activities will be undertaken as part of the environmental process to achieve timely and efficient identification, evaluation, and resolution of environmental and regulatory issues.

Upon completion of background investigation and onsite reconnaissance, CEC will determine potentially significant issues to be analyzed in the Draft D-List CATEX. The results of the background investigation and reconnaissance will be forwarded to TDOT for comment prior to including them in the CATEX.

### **Draft Categorical Exclusion**

CEC staff will prepare a Draft D-List CATEX for submittal to TDOT for review and comment, as required by the TDOT Project Manager.

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### **Final Categorical Exclusion**

Upon receiving comments on the Draft CATEX from TDOT, CEC will finalize the CATEX document. CEC intends and has allotted for one (1) revision of the Draft CATEX to produce the Final CATEX following review comments from TDOT and its agents.

### **Assumptions**

Public Involvement and Interagency Coordination – The CEC team will hold and arrange, if required, at least one public meeting during the project for NEPA Document purposes. Agency coordination will include coordination with TDEC, USACE, SHPO, TWRA, USFWS, and other related Federal and State agencies. Agency meetings will be held.

Bat Habitat – CEC understands that the purpose of the project is to gain Indiana bat/Northern long-eared bat clearance to construct the bridge over the Harpeth River. In order to gain clearance, the potential impacts to the federally endangered Indiana bat and federally threatened Northern long-eared bat must be given adequate consideration. CEC is prepared to conduct a mist net survey for the potential tree clearing activity associated along the project area. The proposed survey work is based on the technical criteria outlined in the USFWS 2016 Indiana Bat Summer Survey Guidance.

If the Indiana and/or Northern long-eared bat are captured in the project alignment, CEC will attach a transmitter and conduct a telemetry survey and emergence counts per the 2016 Bat Survey Guidance. Telemetry and emergence counts are not included in this scope of work and will be re-evaluated if an Indiana and/or Northern long-eared bat are captured.

Historic/Cultural Resources – Cultural/Historic Resources evaluation will be performed consistent with the Sec 106 of the National Historic Preservation Act (NHPA). Appropriate Area of Potential Effect (APE) will be developed in consultation with SHPO, FHWA, ACHP (if applicable) and other consulting parties. If the file review with SHPO indicates the potential presence archeological resources, a full archaeological report may be required as such, a supplemental fee will be necessary.

#### **1.3 Task 0004 – Hydrologic and Hydraulic (H&H) Analysis**

CEC will perform the hydrologic and hydraulic analysis in accordance with standard engineering practice, “*TN NFIP Guidance Document: No-Rise Submittals*” and FEMA’s “*Instructions for Completing the Application Forms for Conditional Letters of Map Revision and Letters of Map Revision*” (rev. 04/2017). The hydrologic and hydraulic analysis is based on the following assumptions:

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- FEMA's Harpeth River steady state hydraulic model in HEC-RAS format is available to CEC and is consistent with FEMA's corresponding effective FIS and effective FIRM dated December 22, 2016.
- The field run survey combined with current City of Franklin LiDAR data will be sufficient for the mapping needs.
- No new hydrologic flows will be determined for Harpeth River. The hydraulic analysis will use the same flows from the effective hydraulic model that supports FEMA's corresponding FIS and FIRM dated December 22, 2016.
- Sediment transport modeling is not required.
- The water surface profile hydraulic model and floodway hydraulic model for each of the following conditions will be evaluated.
  - Effective FEMA hydraulic analysis which supports FEMA's effective FIS and FIRM dated December 22, 2016.
  - Existing site conditions of the subject property.
  - Future site conditions of the subject properties reflecting the design of the proposed greenway bridge over the Harpeth River.
- CEC has included up to three (3) iterations between the proposed future site layout/grading and the hydraulic analysis of the existing condition and assumes Benesch will provide necessary information in .dwg format for the proposed conditions. If additional iterations are necessary, they can be performed on a Time and Materials basis after receiving approval from Benesch.
- Any modifications to the proposed future site layout/grading that affect the hydrologic and hydraulic analysis after the preparation of the submittal packages have begun will be considered additional services that can be performed on a Time and Materials basis after receiving approval from Benesch.
- CEC has assumed that the reach for which detailed analysis will be done is limited to Harlinsdale Park and generally includes the same area for which CEC previously performed preliminary hydraulic analysis.

#### 1.4 Task 0005 – Proposed Future Development Submittal Package (CLOMR)

Based on the results of the hydrologic and hydraulic analysis of the current and proposed future site conditions, CEC will prepare a CLOMR submittal package based on our understanding of the City's requirement to update the FIRM even if the proposed development is found to have a "No-Rise" condition. The CLOMR submittal package, if a "No-Rise" is applicable, will be prepared in accordance to the *"TN NFIP Guidance Document: No-Rise Submittals"*. The CLOMR submittal package will also be prepared in accordance to FEMA's *"Instructions for Completing the*

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*Application Forms for Conditional Letters of Map Revision and Letters of Map Revision*” (revised 04/2017).

Utilizing the results of the hydrologic and hydraulic analysis, CEC will perform the following:

- Prepare a project narrative describing the current site conditions, previous development on the site, the future proposed site development, and modeling methodology.
- Develop a topographic working map showing the proposed 1%-annual-chance (100-yr) floodplain and floodway boundaries and the proposed 0.2%-annual-chance (500-yr) floodplain boundary.
- Prepare cross-section plots showing the proposed 1%-annual-chance (100-yr) floodplain and floodway boundaries and water surface elevations and the proposed 0.2%-annual-chance (500-yr) floodplain boundary and water surface elevation.
- Include the property survey in the submittal package. CEC assumes a current plat for the property is available and will be considered “current and accurate” by the local floodplain administrator for the purposes of the “No-Rise” Certification and by FEMA for the purposes of the CLOMR submittal.
- For the CLOMR submittal package.
  - Prepare a “No-Rise” Certification, if applicable.
  - Prepare FEMA’s MT-2 forms.
  - Develop an annotated FIRM showing the proposed 1%-annual-chance (100-yr) floodplain and floodway boundaries and the proposed 0.2%-annual-chance (500-yr) floodplain boundary.
  - Prepare the City’s Floodplain Development Permit Application.
  - Meet with the City’s Floodplain Administrator to discuss the hydrologic and hydraulic analysis, CLOMR submittal package, and FEMA’s Community Acknowledgment Form.
  - Submit the CLOMR submittal package to the City for review and approval. CEC understands the City may forward the applicable submittal package to TN NFIP Office for review as well. The scope includes addressing one set of comments from the City and TN NFIP.
  - Submit the CLOMR submittal package to FEMA for review and approval. This submittal will be an online submittal. The scope includes addressing one set of comments from FEMA. Additional comments/responses with FEMA, if required, will be billed on a Time and Materials basis after receiving approval from Benesch.
  - The City will pay the required **FEMA CLOMR submittal fee of \$7,000 (plus \$60/hr)** (<https://www.fema.gov/flood-map-related-fees>) for the online submittal of the LOMR. FEMA requires that payment for online submittals be made online via

Mr. McCoy – Alfred Benesch & Company  
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e-check or credit card. The City may provide CEC with a written check to be made payable to the “National Flood Insurance Program” along with permission for CEC to submit the payment to FEMA electronically. If CEC pays the FEMA CLOMR submittal fee and then invoices Benesch, a 12% administrative fee will be applied.

**This submittal fee is not included in the estimated cost for this task.**

- The CLOMR submittal package requires individual notification of affected property owners by the local government based on the extent of impacts the previous development activities have had on the water surface elevation of the Harpeth River for the 1%-annual-chance (100-year) flood event and regulatory floodway. This task includes preparation of the property owner notifications or public notice, if required. CEC has included an allowance of \$500 for postage, advertisement fees, and other reimbursable associated with the notifications in the estimate cost for this task.

#### 1.5 Task 0006 – Post Development Submittal Package (LOMR)

This task includes the preparation of a FEMA LOMR submittal following completion of the CLOMR submittal process outlined in Task 0005, receipt of a CLOMR from FEMA, and the completion of the proposed construction. The scope of services for this task is based on the following additional assumptions:

- CEC will perform an “as-built” topographic survey of the subject properties, after construction of the proposed greenway, bridge and park improvements are complete. The survey will be provided in CAD format, including survey points with elevations, using Tennessee State Plane coordinates, NAD83, NAVD88, Zone 4100/5301. A signed and sealed PDF version of the current “as-built” topographic survey will also be provided for the submittal packages.
- There are no substantial changes between the proposed construction of the project used for the CLOMR modeling and the actual conditions in the LOMR modeling.
- The Duplicate Effective, Corrected Effective, Existing, and Proposed Conditions Models and the Endangered Species Act Compliance Documentation that were included with the CLOMR submittal will not require revision for the LOMR submittal package.
- The LOMR submittal will require less coordination with FEMA and with the City than the CLOMR process required.

CEC will perform the following:

Mr. McCoy – Alfred Benesch & Company  
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- Revise the hydrologic and hydraulic analysis from Task 0004 based on the “as-built conditions.”
- Revise the project narrative describing the “as-built” project and modeling methodology.
- Develop a topographic working map showing the proposed 1%-annual-chance (100-yr) floodplain and floodway boundaries and the proposed 0.2%-annual-chance (500-yr) floodplain boundary.
- Prepare cross-section plots showing the proposed 1%-annual-chance (100-yr) floodplain and floodway boundaries and water surface elevations and the proposed 0.2%-annual-chance (500-yr) floodplain boundary and water surface elevation.
- Include the property survey, provided by others, in the submittal package. CEC assumes a current plat for the property is available and will be considered “current and accurate” by the local floodplain administrator for the purposes of the “No-Rise” Certification and by FEMA for the purposes of the LOMR submittal.
- Prepare FEMA’s MT-2 forms.
- Develop an annotated FIRM showing the proposed 1%-annual-chance (100-yr) floodplain and floodway boundaries and the proposed 0.2%-annual-chance (500-yr) floodplain boundary.
- Meet with the City’s Floodplain Administrator to discuss the hydrologic and hydraulic analysis, LOMR submittal package, and FEMA’s Community Acknowledgment Form.
- Submit the LOMR submittal package to the City for review and approval. CEC understands the City may forward the applicable submittal package to TN NFIP Office for review as well. The scope includes addressing one set of comments from the City and TN NFIP.
- Submit the LOMR submittal package to FEMA for review and approval. This submittal will be an online submittal. The scope includes addressing one set of comments from FEMA. Additional comments/responses with FEMA, if required, will be billed on a Time and Materials basis after receiving approval from Benesch.
- The City will pay the required **FEMA LOMR submittal fee of \$8,000** (<https://www.fema.gov/flood-map-related-fees>) for the online submittal of the LOMR. FEMA requires that payment for online submittals be made online via e-check or credit card. The City may provide CEC with a written check to made payable to the “National Flood Insurance Program” along with permission for CEC to submit the payment to FEMA electronically. If CEC pays the FEMA LOMR submittal fee and then invoices Benesch, a 12% administrative fee will be applied. **This submittal fee is not included in the estimated cost for this task.**
- The LOMR submittal package requires individual notification of affected property owners by the local government based on the extent of impacts the previous development activities have had on the water surface elevation of the Harpeth River for the 1%-annual-chance



Mr. McCoy – Alfred Benesch & Company  
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(100-year) flood event and regulatory floodway. This task includes preparation of the property owner notifications or public notice, if required.

## 2.0 **SCHEDULE**

Task	Estimated Start	Estimated Duration*
0002 – Survey	Within 10 business days of Notice to Proceed	45 business days, weather permitting
0003 – NEPA Document	Within one week of receipt of completed survey and additional data Benesch is providing	6 Months
0004 – Hydrologic and Hydraulic Analysis	Within one week of receipt of completed survey and additional data Benesch is providing	Six Weeks
0005 – Proposed Future Development Submittal Package	After completion of Hydraulic Analysis of future site conditions	Three weeks to prepare submittal package 30+ day - City review 90+ days - FEMA review
0006 – Post Development Submittal Package	Within two weeks of receipt of completed “As-Built” Survey	Four weeks to prepare submittal package 30+ day - City review 90+ days - FEMA review

\* Items involving government agencies or regulatory approvals are beyond CEC’s scheduling control.

## 3.0 **AGREEMENT & FEE**

Our estimated costs are based on the scope of services described above and will be billed on a Time & Materials basis. If CEC encounters conditions that require additional services and costs beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised costs for Benesch’s approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Mr. McCoy – Alfred Benesch & Company  
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Task	Estimated Fee
0002 – Topographic Survey	\$23,700.00
0003 – NEPA Document	\$81,400.00
0004 – H&H Analysis	\$25,000.00
0005 – Proposed Development Submittal Package	\$30,000.00
0006 – Post Development Submittal Package	TBD*
<b>Total</b>	<b>\$160,100.00</b>
Estimated Submittal Fees for CLOMR Package**	\$7,000.00

\* The Post Development submittal package will follow construction of the bridge and improvements; therefore, the timing of this task is uncertain. CEC will provide the cost as the project nears completion in a separate proposal.

\*\* FEMA Submittal Fees to be paid directly by the City of Franklin as outlined above.

Invoicing of professional services will be in accordance with the attached fee schedule. Reimbursable expenses will be billed per the fee schedule and subcontracted services will be invoiced at cost, plus a 12% administrative fee.

Our Schedule of Terms and Conditions, which were agreed upon with the original proposal, still apply. Any changes to our T&C must be agreed to in writing by both parties prior to your authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

#### 4.0 CLOSING

CEC appreciates the opportunity to provide this proposal to Alfred Benesch & Company. If you should have any questions, please do not hesitate to contact us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Eric Gardner, P.E., CPESC  
 Senior Project Manager



Steven E. Casey, P.E., CPESC  
 Senior Principal

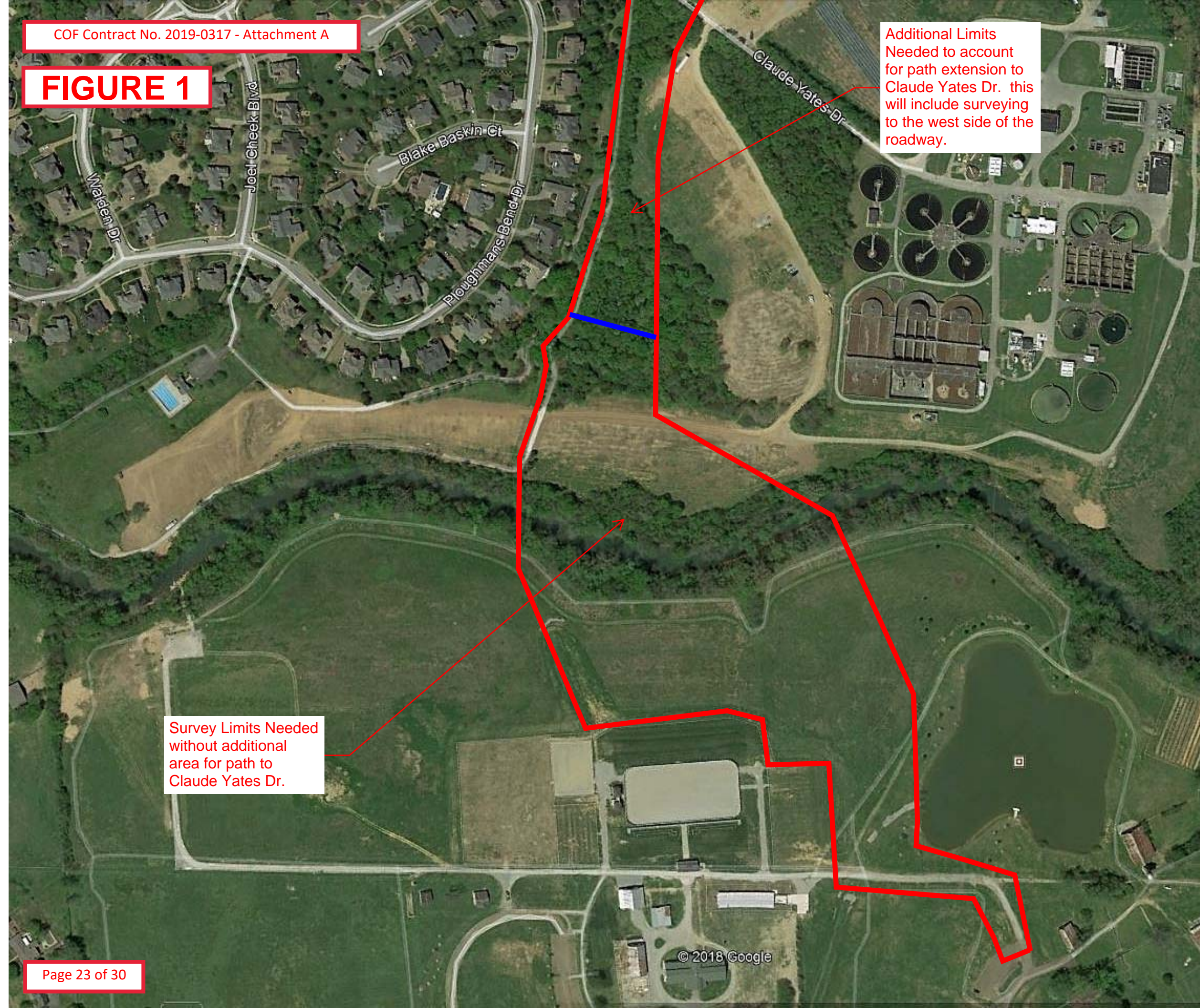
Enclosures



# FIGURE 1

Additional Limits Needed to account for path extension to Claude Yates Dr. this will include surveying to the west side of the roadway.

Survey Limits Needed without additional area for path to Claude Yates Dr.





CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
 325 SEABOARD LANE • SUITE 170  
 FRANKLIN, TENNESSEE 37067  
 PHONE: 615-333-7797 • FAX: 615-333-7751  
 E-MAIL: nashville@cecinc.com

# City of Franklin Services Fee Schedule

January 1, 2019 through December 31, 2019

## **PROFESSIONAL SERVICES**

<b>Classification</b>	<b>Rate/Hour</b>
Senior Principal.....	\$222
Principal.....	\$202
Senior Project Manager .....	\$176
Project Manager III .....	\$166
Project Manager II .....	\$151
Project Manager I .....	\$137
Assistant Project Manager .....	\$113
Project Consultant / Geologist / Ecologist / Environmental Scientist .....	\$106
Staff Consultant / Geologist / Ecologist / Environmental Scientist .....	\$99
Designer .....	\$107
Draftsperson / CADD Operator.....	\$68
Senior Field Technician.....	\$84
Environmental Technician./ Intern.....	\$52
Senior Land Surveyor .....	\$141
Assistant Project Surveyor.....	\$102
Survey Technician IV .....	\$96
Survey Technician III.....	\$86
Survey Technician II.....	\$76
Survey Technician I.....	\$66
Administrative Assistant .....	\$66
Administrative Manager .....	\$76

## **DIRECT EXPENSES**

Printing and Reproduction \*  
 Miscellaneous Reimbursables \*

\* As directed by the City Engineer on a project-by-project basis

## **SUBCONTRACT SERVICES**

Services @ Cost Plus 10%



April 4, 2019  
 Revised April 26, 2019  
 Revised October 11, 2019

Sammie E. McCoy, PE, Vice President – TN Division Manager  
 Alfred Benesch & Company  
 Creekside Crossing III  
 8 Cadillac Drive  
 Suite 250  
 Brentwood TN 37027

RE: **Park at Harlinsdale Farm Pedestrian Bridge & Trails**  
**Franklin, TN**  
 KVD Project No.: 19029

### Site Design Services Agreement

In accordance with your request, please find below our proposal for Landscape Architectural Design Services for the proposed Park at Harlinsdale Farm Pedestrian Bridge and Trails system located in Franklin, TN. Hereinafter, Planner/Landscape Architect shall be defined as **Kiser + Vogrin Design, LLC (KVD)** and **Alfred Benesch & Company** shall be defined as **Client**. **City of Franklin** shall be defined as the **owner**.

#### Project Description and Understanding

We understand the Client desires to undertake the exercise of site design and construction documents for:

- Pedestrian Bridge over the Harpeth River;
- Trail connection from the existing Chestnut Bend Subdivision Trail system to a proposed City of Franklin trail extending to the Pedestrian Bridge;
- Proposed trail system from the Pedestrian Bridge to the Inter Urban Trail and existing ADA parking lot on the Park at Harlinsdale Farm;
- Proposed Pedestrian Trail on City of Franklin property to Claude Yates Drive and Cheek Park;
- Final Construction Design Documents to build the proposed pedestrian bridge and trail systems and associated environs;
- Coordination Meetings with City Officials
- Public Meetings

Based on this understanding KVD proposes to provide the following planning and design:

#### I. Basic Scope of Services

##### A. Pre-Planning/Due Diligence Services

(KVD Phase 010)

Pre-Design and Due Diligence services includes the research, collection and analysis of available physical site data (e.g. boundary & topographical surveys) and local municipal policies (e.g. zoning ordinance, stormwater and land use regulations) that have potential impact on the proposed plan or development. It will include a site visit to familiarize ourselves with the physical setting of the site and initial meeting with the local municipal leaders (e.g. Planning/Engineering and Parks Departments) will be undertaken as well.

KVD will coordinate with the Client to obtain, review, analyze and/or produce the following as is applicable:

##### 1. Project Administration

- Initial Kick-off project review meeting to include project programming with the Client and City of Franklin, entitlement process determination and estimated timeline development;
- Initial project vetting & coordination with City of Franklin;
- Allied consultant coordination and review w/ Client and City of Franklin.

## 2. Site Visit

KVD will conduct a site visit to review the physical characteristics of the site and surrounding areas and to evaluate unique features that might be the focus of special areas as the conceptual land planning develops. This visit will typically focus on the following:

- Property edges and study limits;
- Topography and extreme grade changes;
- Hydrology (drainage ways and water features);
- Vegetation (cover and characteristics);
- Access routes;
- Visually discernable utilities (for visual impact understanding);
- Visually discernable historic and cultural sites and landmarks;

## B. Pedestrian Bridge and Trails Schematic/Construction Design Services

(KVD Phase 040)

KVD shall prepare Schematic/Construction Design using the data and information gathered above and database as prepared by the client to denote schematic design of the Pedestrian Bridge, Trail System, Trailheads, Pedestrian Access Points and ancillary environs to review with the Client/Design Team and City of Franklin to gain feedback prior to the preparation of the Construction Documents.

### 1. Pedestrian Bridge & Trails Network Schematic Design

KVD shall collaborate and provide input with the Design Team and will specifically explore and address:

- Pedestrian Bridge location;
- Vehicular & pedestrian circulation;
- Trail/Bridge Landscape design;
- Bike rack locations;
- Specialty paving;
- Bollard locations;
- Trailhead markers;
- Emergency Call Box location;
- Mitigation landscape;
- Pedestrian Bridge design elements and character;
- Materials selections;
- Pedestrian Access ramps;
- Ancillary environs

1. KVD will engage in the schematic design (SD) phase where KVD works with the Client and owner to define the landscape/hardscape program, determine goals and requirements, and illustrate the required functions of the project. Schematic design will produce enough detail and imagery so that the Client will understand the proposed design of general areas and rough dimensions of all major design elements. In this phase, KVD will develop study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the Client to review.
2. KVD shall prepare up to two (2) schematic design plans for the pedestrian bridge/trails network and associated environs. KVD shall coordinate the efforts of the Design Consultant Team and meet with the Client & City of Franklin to review these studies, explore options and formulate plans to develop the chosen concepts (parts & pieces) into a physical plan of development;

KVD and the Client will present and review the completed Schematic Plan with Owner to determine "next steps" and departure point for preparation of Construction Documents.

### 2. Construction Document Services

Based on the Client review and feedback of the Schematic Design package KVD will enter into

the Construction Documents phase of services. KVD will prepare Construction Documents consisting of drawings setting forth in detail the requirements for bidding, negotiation and construction by others.

It is anticipated that these documents will include the following:

- **Overall Landscape/Hardscape Site Plan:** KVD shall prepare an Overall Hardscape/Landscape Site Plan at an appropriate scale depicting the design intent of and identifying all proposed hardscape/landscape elements within the site. These plans will be coordinated with the team Civil Engineering documents and will include appropriate notes, schedules and detail keys;
- **Staking/Layout Plan:** KVD shall prepare staking and layout plans giving sufficient dimensional information for the contractor to horizontally locate the proposed hardscape features and landscape elements;
- **Construction Details:** KVD shall prepare elevations, sections, plans, details and/or specifications of the proposed hardscape areas, landscape features, and site furnishings and provide sufficient information for their construction and/or installation as designed by KVD;
- **Landscape Plan:** KVD shall prepare landscape plans. These plans shall indicate the location, quantity and arrangement of all plant material including installation details and plant material schedules.

#### C. Claude Yates Trails Schematic/Construction Design Services

(KVD Phase 042)

KVD shall prepare Schematic/Construction Design using the data and information gathered above and database as prepared by the client to denote schematic design of the proposed +/-1,900 LF of Trail System from the shared connection at Chestnut Bend to Claude Yates Drive/Cheek Park with ancillary environs to review with the Client/Design Team and City of Franklin to gain feedback prior to the preparation of the Construction Documents.

##### 1. Trails Schematic Design

KVD shall collaborate and provide input with the Design Team and will specifically explore and address:

- Vehicular & pedestrian circulation;
- Landscape design;
- Bollard locations;
- Trailhead markers;
- Emergency Call Box location;
- Materials selections;
- Pedestrian Access ramps;
- Ancillary environs

KVD will engage in the schematic design (SD) phase where KVD works with the Client and owner to define the landscape/hardscape program, determine goals and requirements, and illustrate the required functions of the project. Schematic design will produce enough detail and imagery so that the Client will understand the proposed design of general areas and rough dimensions of all major design elements. In this phase, KVD will develop study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the Client to review.

KVD shall prepare up to two (2) schematic design plans for the trails network and associated environs. KVD shall coordinate the efforts of the Design Consultant Team and meet with the Client & City of Franklin to review these studies, explore options and formulate plans to develop the chosen concepts (parts & pieces) into a physical plan of development;

KVD and the Client will present and review the completed Schematic Plan with Owner to determine "next steps" and departure point for preparation of Construction Documents.



## 2. Construction Document Services

Based on the Client review and feedback of the Schematic Design package KVD will enter into the Construction Documents phase of services. KVD will prepare Construction Documents consisting of drawings setting forth in detail the requirements for bidding, negotiation and construction by others.

It is anticipated that these documents will include the following:

- **Overall Landscape/Hardscape Site Plan:** KVD shall prepare an Overall Hardscape/Landscape Site Plan at an appropriate scale depicting the design intent of and identifying all proposed hardscape/landscape elements within the site. These plans will be coordinated with the team Civil Engineering documents and will include appropriate notes, schedules and detail keys;
- **Staking/Layout Plan:** KVD shall prepare staking and layout plans giving sufficient dimensional information for the contractor to horizontally locate the proposed hardscape features and landscape elements;
- **Construction Details:** KVD shall prepare elevations, sections, plans, details and/or specifications of the proposed hardscape areas, landscape features, and site furnishings and provide sufficient information for their construction and/or installation as designed by KVD;
- **Landscape Plan:** KVD shall prepare landscape plans. These plans shall indicate the location, quantity and arrangement of all plant material including installation details and plant material schedules.

### D. Administration of the Construction Contract

(KVD Phase 050)

KVD will provide site development Construction Administration Services, per the Clients request, including contract bidding & negotiating assistance and installation inspection.

Our services may typically include:

- Consultation, coordination and participation in the bidding/negotiation of the Construction Contract;
- Request for Information (RFI) services;
- Site visits to the site to familiarize ourselves with the progress and quality of the Work to determine if the Work is proceeding in accordance with the Contract Documents;
- Rendering opinions on claims of the Client or Contractor relating to the execution and progress of the work;
- Review of shop drawings, samples and other submissions of the Contractor for conformance with the intent of the plans, details and specifications;
- Installation reviews to determine the dates of Substantial Completion and Final Completion; review of written guarantees and related documents and advising the Owner on the issuance of a final Certificate for Payment;
- Attendance at site construction meetings, as needed or required, with the Client and contractor during the course of site operations;
- Coordination with the general contractor or sub-contractors during the construction and installation of the construction documents;

*In all instances regarding construction and/or installation of the project, KVD shall not be responsible for the acts or omissions of the Contractor, Subcontractor, or any of the Contractor's or Subcontractor's agents, employees, or any other persons performing any of the work.*

### E. Meetings & Permit Coordination

(KVD Phase 070)

1. KVD will act in the capacity of sub consultant for the above described services and activities and will coordinate with all other team consultants as deemed necessary thru the completion of these services to obtain permits required. Plans Submittals shall include one (1) set of staff review comment redline revisions and one (1) set of final Conditions of Approval revisions for

submittal with the One Stop review process. Additional staff comments/conditions in addition to the above shall be addressed and provided as an hourly service per our Exhibit A attached.

2. Beyond the initial Kick-off Meeting, KVD will attend and participate in up to 3 (three) meetings with the Client, Design Team and others as determined by the Client to review the program and progress plan updates, provide input into phasing, layout, budget, and other plan considerations and will represent the Client and his interests in furthering the successful planning of this project;
3. KVD shall attend 2 (two) public meetings.
4. Additional meetings in addition to the above shall be addressed and provided as an hourly service per our Exhibit A attached.

## II. Project Exclusions

The following are services specifically excluded from this proposal. If, during the course of rendering our services it appears that additional services may be required, KVD will immediately provide this information to the Client for his consideration and resolution.

These exclusions include:

1. Services not specifically listed under Basic Scope of Services provided by KVD and outlined above;
2. Geotechnical, architectural, structural, and mechanical engineering design services;
3. Electrical Engineering design and photometric planning;
4. Irrigation design;
5. Lighting Design;
6. Off-site (outside the project boundaries) landscape architectural design services;
7. Construction Administration and TDOT CEI.

## III. Client Expectations & Responsibilities

1. The Client shall provide full and complete information, including a development program and any associated budgets, regarding his requirements for the Project;
2. The Client shall be responsible for all costs associated with any application and/or entitlement fees associated with KVD's Services;
3. The Client is responsible for payment of KVD invoices upon issuance. KVD will submit monthly invoices to the Client via email. We reserve the right to suspend our work in the event the account falls into arrears until such time the account is made current.

## IV. Contract Fee and Billing

The Client shall compensate Kiser + Vogrin Design, LLC for the Basic Scope of Services described above and in accordance with the Terms and Conditions of this Agreement as follows:

	Service	KVD Phase*	Contract Type	Fee**
A	Pre-Planning/Due Diligence Services	010	Cost Plus	\$1,500
B	Pedestrian Bridge and Trails Schematic/Construction Design Services	040	Cost Plus	\$15,500
C	Claude Yates Trails Schematic/Construction Design Services	042	Cost Plus	\$12,500
D	Meetings & Permit Coordination	070	Cost Plus	\$3,500
E	Administration of the Construction Contract	050	Cost Plus	\$2,500
	Reimbursables			\$1,750

\* Phase numbers are assigned for KVD in-house accounting purposes and will be reflected on future invoices.

*\*\*KVD shall provide these services as requested per the client and shall bill on an hourly basis with associated reimbursable expenses.*

All work will be performed according to our Standard Terms and Conditions of Contract, incorporated into this agreement by reference herein and attached as Exhibit A. Your execution of this Site Consultation Services Agreement acknowledges your receipt of these Standard Terms and Conditions and agreement to them.

If this Proposal is acceptable and outlines our complete agreement, please signify your acceptance by signing in the space provided on this Site Consultation Services Agreement and return to our office. Email followed by hard copy is acceptable. We are prepared to begin our services upon receipt of this signed Agreement.

We appreciate the opportunity to provide this proposal and look forward to working with you.

**Kiser + Vogrin Design, LLC**

**Alfred Benesch & Company**

\_\_\_\_\_  
By: Gary M. Vogrin                      Date  
Member/Vice President

\_\_\_\_\_  
Authorized Agent                      Date