



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda Capital Investment Committee

Thursday, August 24, 2017

4:00 PM

Board Room

Call To Order

1. [17-0758](#) Approval of Minutes from July 27, 2017.
2. [17-0736](#) Consideration of DRAFT Amendment No. 2 to the Professional Services Agreement for the Bobby Drive Water Line Improvements Project (COF Contract No. 2015-0075) with OHM Advisors in the Amount of \$6,000.

Sponsors: Mark Hilty, Michelle Hatcher and Patricia McNeese
Attachments: [COF 2015-0075 PSA Amendment #2](#)
[OHM Proposal Amendment#2 04-17-17](#)
3. [17-0737](#) Consideration of DRAFT Amendment No. 2 to the Professional Services Agreement for the Curd Branch and Watson Branch Interceptor Sewer Improvements Project (COF Contract No. 2014-0033) with Smith Seckman Reid in the Amount of \$57,400.

Sponsors: Mark Hilty, Michelle Hatcher and Patricia McNeese
Attachments: [COF 2014-0033 PSA Amendment #2](#)
[SSR Proposal for Amendment #2](#)
4. [17-0743](#) Consideration of DRAFT Amendment No. 4 to the Professional Services Agreement (COF Contract No. 2013-0034) with CDM Smith, Inc. for the Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, from South of SR-96, West of Franklin, to East of SR-106 (US-431), North of Franklin, Williamson County] at a Cost Increase of \$432,600.00

Sponsors: Engineering
Attachments: [C2013-0034 Amend4 CDMSmith MackHatcherNW DESIGN](#)
[C2013-0034 Amend4 Scope CDMSmith MackHatcherNW DESIGN.doc](#)
5. [17-0744](#) Consideration of Amendment No. 4 to TDOT Agreement No. 120296 (COF Contract No. 2013-0022) for the Hunters Bend Elementary Safe Routes to School Project (PIN 118151.00)

Sponsors: Engineering
Attachments: [C2013-0022_HuntersBendSRTS_TDOTAgreement_Amend4_DRAFT](#)

6. [17-0747](#) Consideration of Amendment No. 1 to TDOT Agreement No. 160125 (COF Contract No. 2016-0267) for the SR-96 West Multi-Use Trail - Phases 1 and 2 (PIN 123098.00)
- Sponsors:** Engineering
- Attachments:** [C2016-0267_SR96WMultiUseTrail_TDOTAgreement_Amend1](#)
7. [17-0754](#) Consideration of a Professional Services Agreement (COF Contract No. 2017-0175) with Hethcoat and Davis, Inc. for the Henpeck Lane Sanitary Sewer Extension Project in an Amount Not-to Exceed \$164,900
- Sponsors:** Paul Holzen and Michelle Hatcher
- Attachments:** [COF 2017-0175 Henpeck Ln Sewer PSA with Attachment A.Law Approved.pdf](#)
8. [17-0755](#) Consideration of DRAFT Road Impact Fee Offset Agreement (COF Contract No. 2017-0120) with Westhaven Partners, LLC for Intersection Improvements at SR-96W and Westhaven Boulevard/Old Charlotte Pike
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF 2017-0120 - West Haven Traffic Signal RIF - Exhibit A.pdf](#)
[COF 2017-0120 SL Road Impact Fee Agreement CLEAN.DOC](#)
9. [17-0757](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0356) with Civil & Environmental Consultants, Inc. for the Flood Study and Bank Stabilization Project on Ralston Creek and Liberty Hills for an Amount Not-to-Exceed \$79,700.00
- Sponsors:** Paul Holzen
- Attachments:** [Submitted COF 2015-0356 Amendment 1Liberty Hills PSA CEC.doc](#)
[Submitted COF 2015-0356 Liberty Hills Bank Stabilization Design CEC Scope /](#)
10. [17-0751](#) Capital Projects Status Report
- Sponsors:** Engineering

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE BOBBY DRIVE WATER LINE IMPROVEMENTS PROJECT
COF Contract No. 2015-0075

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201____, by and between the City of Franklin, Tennessee ("City") and OHM ADVISORS ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement")(COF Contract No. 2015-0075) for the Preliminary Engineering of the Bobby Drive Water Line Improvements ("Project"), dated the 12th day of May 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$55,313.00, as detailed in the Fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services For the Bobby Drive Water Line Improvements Project, dated the 8th day of September, 2015; and

WHEREAS, said Amendment No 1 stipulated that the Consultant would be paid a not to exceed fee of \$25,500.00, as detailed in the Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional work to prepare the legal descriptions and update the exhibit maps for all of the necessary easements required to complete the Project's construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Bobby Drive Water Line Improvements Project, as described in Attachment A dated April 17, 2017, in the amount of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final design as stated above for the Project as proposed by the Consultant.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the April 17, 2017, letter of proposal (Attachment A) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay Consultant in an amount not to exceed SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) for the additional services as described in Attachment A.

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated May 12, 2015, and its subsequent amendments, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

OHM ADVISORS

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



ARCHITECTS. ENGINEERS. PLANNERS.

April 17, 2017

Mr. Mark Hilty
Director of Water Management
City of Franklin
124 Lumber Drive
Franklin, TN 37064

RE: Bobby Drive Water Main Improvements
Amendment #2 to Scope of Engineering Services
COF Contract # 2015-0075

Dear Mr. Hilty:

The Bobby Drive Water Main project began March 2015. The alignment contemplated by the City under the original scope had been revised pursuant to City direction September 2015 and OHM Advisors prepared documents and obtained approvals for the water main project based on the revised alignment under the original scope contract and Amendment #1. Based on the original alignment, OHM had anticipated that approximately 20 to 25 easements would be needed. OHM actually prepared 53 easement exhibits for the project. After approvals were in hand, the City endeavored to obtain the necessary easements from property owners to construct the project. This has been a slow process and over time, when asked, OHM has updated and revised easements at no additional cost to the City. Ben Worley recently contacted OHM to provide legal descriptions for all easements and update all exhibits with the most current owner information.

We have prepared the following scope amendment for additional services to COF Contract No. 2015-0075 based on conversations with Ben Worley regarding the City of Franklin's current needs.

REVISED SCOPE OF SERVICES

Task 2 – Revised Easement Descriptions and Exhibits (\$6,000)

OHM Advisors will provide 53 easement descriptions and exhibits for each parcel in connection with construction easements needed for the Bobby Drive Watermain project. OHM will research ownership of parcels, compare to original documents on file and update easement exhibits as needed. OHM will provide legal descriptions in WORD format for inclusion in easement documents to be prepared by the City of Franklin.

SCHEDULE

This work was completed and provided to Ben Worley on April 6, 2017.

COMPENSATION

As indicated, the services outlined above have substantially exceeded our initial agreed upon scope and fee for this work and we are requesting a partial reimbursement for these efforts in the form of a fixed fee cost of six thousand dollars (\$6,000.00).



CLOSING

OHM sincerely appreciates the ability to work with the City on this project and desires to continue this valuable relationship. Please do not hesitate to contact me at (615) 445.9421 to discuss this further.

Respectfully,
Orchard, Hiltz & McCliment, Inc. (OHM Advisors)

Paula K. Hepp
Project Manager

cc: Steve Chizek, Principal, OHM Advisors

Ben Worley

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE CURD BRANCH AND WATSON BRANCH
INTERCEPTOR SEWER IMPROVEMENTS PROJECT
COF Contract No. 2014-0033

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and Smith Seckman Reid, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Curd Branch and Watson Branch Interceptor Sewer Improvements Projects (COF Contract No. 2014-0033), dated the 25th day of February 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00), and

WHEREAS, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services For the Curd Branch and Watson Branch Interceptor Sewer Improvements project (COF Contract No. 2014-0033), dated the 9th day of May, 2017; and

WHEREAS, said Amendment No 1 stipulated that the Consultant would be paid a not to exceed fee of FORTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$45,500.00); and

WHEREAS, the City and Consultant realize the need for additional resident inspection services to complete the project; and

WHEREAS, the Consultant has provided a Proposal for an increase in inspection services, as described in Attachment A dated July 27, 2017, in the amount of FIFTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$57,400.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in its July 27, 2017, letter of proposal (Attachment A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not to exceed FIFTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$57,400.00).

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in

any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated February 25, 2014 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

Smith Seckman Reid, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date:

Approved as to form:

Kristen L. Corn, Assistant City Attorney



July 27, 2017

Ms. Patricia McNeese
City of Franklin, Tennessee
Water Management Department
124 Lumber Drive
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**
Curd & Watson Branch Interceptor Sewer Improvements
Fee Increase No. 2 – Resident Project Representative Services
SSR No. 13-41-032.0

Dear Ms. McNeese:

Due to the Contractor's construction schedule and hours worked we have exhausted our initial fee of \$40,000.00 for **Resident Project Representative (RPR)** services for the Curd & Watson Branch Interceptor Sewer Improvements project. Our RPR budget was based on the contractor's original construction schedule submitted in February. Our RPR duties described in our letter dated March 31, 2017 remain unchanged. Based on the contractor's current working hours and schedule, RPR services are now estimated at 55 hours per week for 11 weeks to complete the project. We are respectfully requesting a fee increase of **\$57,400.00** for the services described above and reimbursables related to RPR services. I have attached a cost breakdown for your use along with the contractor's original schedule and updated schedule.

We appreciate the opportunity to provide these additional services to the City of Franklin. The total adjusted fee ceiling of **\$217,900.00** will not be exceeded without prior approval by the City. If the City is in agreement with the terms of this fee increase, we will execute a formal amendment to our contract. If you have any questions or concerns regarding this request, please do not hesitate to call me at (615)460-0543.

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda".

Paolo M. Fonda, P.E.

Attachments

Cc: Michelle Hatcher – Franklin
JHB, ATJ, File (1)

CURD & WATSON BRANCH Construction Phase Services		TASK		CA	RPR
		1: CA	2: RPR		
CIVIL/ENVIRONMENTAL		Avg. Hours Per Week During Construction Activities		Active Weeks Projected	
	2017/18 RATE			NA	11
Senior Principal	Part of Original Contract	Part of Original Contract		Part of Original Contract	
Principal					
Project Manager / Senior Engineer					
Engineer II					
Engineer Intern					
Senior Designer					
Engineer I					
Designer					
Clerical					
Resident Project Engineer			\$125		
Resident Project Representative II	\$90	55		\$54,450	
Resident Project Representative I	\$75				
				\$0	\$54,450
Estimated Increase for RPR					\$54,450
Projected Reimbursable Expenses (55 days x \$0.53 x 100 miles)					\$2,950
Total Estimated Fee Increase for RPR Services					\$57,400
Previous Fee with Amendment No. 1					\$160,500
Revised Fee with Amendment No. 2					\$217,900

AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER PARKWAY (SR-397)
NORTHWEST EXTENSION PROJECT
COF Contract No. 2013-0034

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and CDM Smith, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, From South of SR-96, West Franklin to East of SR-106 (US-431) North of Franklin Williamson County] (COF Contract No. 2013-0034), dated the 23RD day of April 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of Two Hundred Seventy-Seven Thousand Five Hundred and No/100 Dollars (\$277,500.00); and

WHEREAS, the City and the Consultant amended this agreement through the following amendments:

- Amendment No. 1, dated November 25, 2014,
- Amendment No. 2, dated February 9, 2016, and
- Amendment No. 3, dated April 11, 2017

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Attachment A, dated July 24, 2017, in the amount of Four Hundred Thirty-Two Thousand Six Hundred and No/100 Dollars (\$432,600.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their July 24, 2017, letter of proposal (Attachment A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not-to-exceed Four Hundred Thirty-Two Thousand Six Hundred and No/100 Dollars (\$432,600.00).

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect

its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the following are unchanged and remain in full force and effect:

- Original Agreement, dated April 23, 2013,
- Amendment No. 1, dated November 25, 2014,
- Amendment No. 2, dated February 9, 2016, and
- Amendment No. 3, dated April 11, 2017.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM SMITH, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Approved as to form:

Eric S. Stuckey
City Administrator
Date: _____

Shauna R. Billingsley
City Attorney



210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-320-3161
fax: 615-320-6560

July 24, 2017

Mr. Paul Holzen
City of Franklin
109 3rd Ave. S.
Nashville, TN 37064

RE: STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Franklin, Williamson County

Dear Mr. Holzen:

We are pleased to submit this scope of work and associated fee estimate for the additional work discussed with TDOT staff on the above referenced project. This additional work results from requests by TDOT to revise the project plans in addition to the work included in the original scope of work and previous supplements.

In summary, this work includes the revisions to the right-of-way plans, associated legal description updates, and other right of way issues as requested by the City of Franklin. Construction plans updates for final submittal including updates to Hillsboro Road, structural bridge plans for additional TDOT review, update to current TDOT Standard for various items as requested by TDOT including guardrail, ADA compliance, striping, general notes, special notes, and drainage standards. Drafting standards and standard drawings have also changed and will need to be revised within the construction plans, as requested by TDOT. Additional meetings required by TDOT including three constructability reviews and one additional construction filed review and bi-monthly progress meetings with TDOT and City of Franklin.

TDOT also requires update and additional review of the Geotechnical Report. TDOT also requested that the structural plans have an additional TDOT review. In addition, key Structural and Geotechnical Staff are required to attend the constructability reviews, as requested by TDOT staff (See attached sub consultant scope and fee for more information on Geotechnical Scope).

A more detailed description of the additional work can be found in the Project Scope (Exhibit A) and the Geotechnical Scope of Services (Exhibit B).

The total work order request is for **\$432,600.00**. In summary, the requested estimate is distributed as follows:





Tasks	Fees
Right of Way Revisions/Legal Description Revisions	\$42,000.00
Plans Update for Final Submittal	\$180,800.00
City of Franklin/TDOT Coordination, Project management, additional meetings including bi-monthly update meetings, 3 TDOT Constructability Reviews and TDOT Construction Field Review	\$122,900.00
Geotechnical Subsurface Exploration	\$30,420.00
Final plans revisions and submittal	\$56,500.00
Total	\$432,600.00

CDM Smith appreciates the opportunity to continue to support the design and future construction of the Mack Hatcher extension and provide these design services to the City of Franklin and TDOT. If you have any questions about this proposal, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Brandie C. Cookston".

Brandie C. Cookston, PE, CPESC, CPSWQ, ENV-SP
Client Service Leader
CDM Smith Inc.

cc: Zack Daniel – CDM Smith
Jeff Mize – CDM Smith
Nathan Long – Amec Foster Wheeler
Jonathan Marston – City of Franklin

Attachments: Exhibit A – Project Scope and Fee
Exhibit B – Geotechnical Design Scope and Estimate

Exhibit A
Project Scope and Fee

STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

July 24, 2017

CDM Smith is proposing this scope of services for additional work on the above referenced project. This additional work results from requests by TDOT and the City of Franklin to revise, review, and finalize the project plans. These tasks outlined below are in addition to the work included in the original scope of work and previous supplements.

This scope includes the revisions to the right-of-way plans, associated legal description updates, Right of Way Acquisition support limited to exhibits and design analysis, plans updates associated with development since the plans were developed in 2014.

The project is currently slated for TDOT's February 2018 Construction letting. The costs and deliverables were developed based on this current schedule as directed by TDOT. Due the delayed timeframe of this project, TDOT has requested that several meetings be conducted a second time to ensure the plans conform to the current TDOT standards, final review of the Geotechnical report by TDOT subsurface explorations and design required by TDOT geotechnical staff. TDOT has also requested that Constructability reviews with three contractors, due to the complexity of this project. Based on these additional meetings, CDM Smith will need to revise the plans in accordance with the TDOT recommendations, as appropriate.

- CDM Smith has performed right of way plans revisions due to adjustments to the project. Revisions are required for the following tracts, Tract 5, 7, 9, 75, 76, 79, 80
- Legal Descriptions were revised accordingly for the listed plans revisions.
- Exhibits were prepared in support of the Right of Way Acquisitions for the listed ROW revisions.
- CDM Smith provided TDOT with an updated cost estimate, based upon the latest plans.
- CDM Smith anticipates one additional right of way revision and has included anticipated time associated with this revision and coordination required.
- TDOT requires that the plans be updated for current TDOT Design Standards, which have changed since the plans preparation in 2014. These standards would include guardrail, ADA compliance, striping, general notes, special notes, and drainage standards.
- TDOT Drafting standards and standard drawings have also changed and will need to be revised within the construction plans.
- CDM Smith will revise the plans for areas where development has occurred since the previous design plans were finalized. These will include the construction at Hillsboro Road and associated drainage impacts and various property impacts.
- TDOT requires an additional Structural Submittal prior to the Construction Field Review. CDM Smith will revise the structural plans, based on these comments to be provided by TDOT. CDM Smith assumes no major changes will be requested by TDOT, with respect to the time allotted for these revisions.
- TDOT requires an additional Construction Field Review meeting. CDM Smith will conduct this meeting with TDOT and the City of Franklin, and provide minutes for this meeting. This meeting will be attended by CDM Smith staff for Roadway and Structural Design.
- CDM Smith will revise the construction plans and cost estimate based on the TDOT comments at the construction field review meeting. CDM Smith assumes that the comments will be addressed within 120 hours of labor time.
- TDOT requires additional review and approval of the Geotechnical Report. This will include TDOT coordination for these tasks and limited updates to the construction plans upon issuance of the final geotechnical report and recommendations.

**Exhibit A
Project Scope**

STP-HPP-397(10), 94092-3226-14
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

- CDM Smith in cooperation with TDOT, as required, will conduct Constructability Reviews for this project. CDM Smith will prepare a presentation. CDM Smith will revise the construction plans and cost estimate based on the TDOT comments at the construction field review meeting. CDM Smith assumes that the comments will be addressed within 40 hours of labor time.
- This estimate also includes progress meetings, project management, and TDOT Coordination.

The project fee will be distributed as follows:

Tasks	Fees
Right of Way Revisions/Legal Description Revisions	\$42,000.00
Plans Update for Final Submittal	\$180,800.00
City of Franklin/TDOT Coordination, Project management, additional meetings including bi-monthly update meetings, 3 TDOT Constructability Reviews and TDOT Construction Field Review	\$122,900.00
Geotechnical Subsurface Exploration	\$30,420.00
Final plans revisions and submittal	\$56,500.00
Total	\$432,600.00

The total amount of \$432,600 will be invoiced in accordance with the pre-approved billing rate contract.



**Exhibit B Geotechnical
Design Scope and Estimate**

May 31, 2017

Ms. Brandie C. Cookston, PE, CPESC, CPSWQ
CDM Smith
210 25th Avenue North, Suite 1102
Nashville, Tennessee 3203

**RE: Scope of Services and Estimated Cost
Proposal for Additional Geotechnical Engineering Services
Proposed Extension to Mack Hatcher Parkway
Franklin, Tennessee
Amec Foster Wheeler Proposal No. 2015-001, Revision 2**

Ms. Cookston:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to present this revised proposed scope of work for the requested services. The focus of the services proposed herein is to prepare recommendations for the proposed retaining walls associated with the project and to review/finalize the final construction drawings. Additionally, we have been asked to include effort associated with participating in two meetings – constructability and field review.

Project Description

This project involves providing new geotechnical recommendations for two walls that were not part of the original roadway design as well as reviewing/updating previously-submitted geotechnical reports/drawings associated with the proposed roadway alignment.

Our familiarity with this project is from the previous geotechnical studies we performed for the new roadway alignment. We originally completed a geotechnical study for the proposed Mack Hatcher Parkway extension from State Route 106 to State Route 96 (report dated January 28, 2010). We later revised our geotechnical reports (i.e., alignment and bridge) and drawings because the proposed route was extended to include the proposed roadway from State Route 96 to Townsend Boulevard. We provided our revised draft reports and draft drawings in March 2011. At that time, retaining walls were not part of the roadway design/construction, and therefore we were not asked to perform a geotechnical study for such structures.

We understand that the proposed roadway now includes two retaining walls that were not included in our original studies. Retaining Wall 1 will be located along the south side of Mack Hatcher Parkway between Stations 954+50 and 955+00. Wall 1 will be constructed along the approach embankment for the proposed bridge over the Harpeth River. Retaining Wall 2 will be located along the south side of State Route 96 between Stations 24+69 and 28+00 and will tie into the box bridge at Station 24+40. You have requested that we provide this proposal for providing geotechnical recommendations for design and approved retaining wall types. We note that a proposed scope of services for providing subsurface exploration along these walls was presented in our May 23, 2016 proposal to you (Proposal No. 2016-063), and we understand that proposal has been approved by the Owner.



With respect to revising/finalizing previously-submitted reports/drawings, we have been asked to evaluate their conformance in light of TDOT standards that may have changed since the time at which they were prepared. Additionally, our geotechnical report for the planned bridge over the Harpeth River provided two foundation type options, one for drilled piers and one for micropiles. You informed us in an e-mail on April 18, 2015 that TDOT has decided to only use drilled piers for the bridge foundations. TDOT requested that any references to the micropile option be removed from the geotechnical drawings and reports.

Proposed Scope of Services

Task 1 – New Geotechnical Recommendations

We propose to provide geotechnical design and construction recommendations for the new walls via a Retaining Wall report, which will include:

- A general description of the site and subsurface conditions along the proposed wall alignments;
- Recommendations for site preparation, subgrade improvement and placement / compaction of engineered fill; and
- Recommendations for design and construction of proposed retaining walls.

We will prepare the Retaining Wall report using data collected during the subsurface exploration outlined in the previously mentioned proposal (Proposal No. 2016-063). For drawing preparation, we assume that CDM Smith will provide us with an electronic version of the base sheets for the walls (alignment, elevation view, cross sections, etc.). We will use our CAD personnel to add geotechnical data and geotechnical recommendations to these base sheets.

Task 2 - Finalize Drawings and Reports

As noted in our January 21, 2015 e-mail, we submitted a stamped/signed copy of the drawings and reports, which were dated January 2010. After submitting these deliverables, we were asked by TDOT and CDM Smith to provide modifications to the original drawings that would supersede the January 2010 deliverable. We made the necessary revisions to our drawings and reports and provided these documents on March 4, 2011 to CDM Smith for their review. The March 4, 2011 set of drawings contains 99 geotechnical sheets and is marked as DRAFT.

As TDOT requested, we propose to revise the March 2011 drawings and reports by removing any references to the micropile foundation option. Based on our discussions with you, we have assumed that additional changes or notes are not required to address the drilled pier recommendations on the drawings.

We will also review the most recent CDM Smith drawings to check for consistency with our previous drawings. We will need for you to provide us an electronic copy of the latest drawings for this review. If we do not encounter discrepancies or required changes in our review, we will provide a PDF copy of the stamped/signed drawings to you along with the new wall concept sheets previously mentioned. If we encounter discrepancies or there are changes needed, we will notify you to seek direction in moving forward (for example, we can provide red-line markups for CDM to incorporate in the drawings or you can provide us with the relevant Microstation files for Amec Foster Wheeler to revise). At this time, we assume we will not encounter discrepancies and therefore, will not need to expend cost to correct them.

Task 3 – Meeting Participation

We understand that you request our participation during up to two meetings following the submittal of the deliverables mentioned in Tasks 1 and 2. These meetings will include a



Construction Field Review meeting and a Constructability Review meeting. For cost estimating purposes, we assume the following:

Construction Field Review Meeting:

- Will be attended by an Amec Foster Wheeler project manager or the geotechnical engineer of record
- Meeting may last up to one day
- Meeting will be held in Nashville at TDOT Region 3 Office

Constructability Review Meeting:

- Will be attended by up to two Amec Foster Wheeler representatives – project manager/geotechnical engineer of record and senior wall designer familiar with TDOT retaining wall design/construction
- Meeting may last up to two days
- Meeting will be held in Nashville at TDOT Region 3 Office

We have included up to additional eight hours for each meeting to address meeting preparation and nominal correspondence following each meeting.

Cost Estimate

We propose to provide the services describe in accordance with Amec Foster Wheeler's standard Labor Rate Schedule (attached). The estimated cost associated with the scope of work defined herein is summarized below.

Task	Cost
Task 1 – New Geotechnical Recommendations	\$8,000
Task 2 – Finalize Drawings/Reports	\$9,500
Task 3 – Meeting Participation	\$6,300
Total	\$23,800

Any additional services above and beyond the scope noted above will be provided on an hourly basis in accordance with Amec Foster Wheeler's standard Labor Rate Schedule.

Completion Schedule

Based on our current workload, we can complete the above tasks within 15 working days of written notice to proceed and receipt of the base drawings.

Closure

If this proposal is acceptable, please indicate your approval by executing and returning the attached Services Agreement, which contains the Terms and Conditions under which the work will be performed. Once we receive the signed Agreement, we will sign it and return a fully executed copy to you for your file. The preceding scopes of work and the Terms and Conditions in our Agreement constitute our proposal and contract with you.



Once you have had an opportunity to consider the preceding, we will be happy to discuss any questions that you may have. Amec Foster Wheeler appreciates this opportunity to be of service to CDM Smith.

Yours truly,
Amec Foster Wheeler

A handwritten signature in blue ink, appearing to read "Nathan Long".

Nathan Long, P.E., P.G.
Geotechnical Engineer

Reviewed By:

A handwritten signature in blue ink, appearing to read "Mario Glorioso".

Mario Glorioso, P.E.
Geotechnical Branch Manager

Enclosed: Services Agreement
 Standard Labor Rate Schedule

Amendment Number: 4**Agreement Number: 120296****Project Identification Number: 118151.00****Federal Project Number: SRTS/TAP-9305(29)****State Project Number: 94LPLM-F3-062****FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Franklin (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Hunters Bend Elementary School in Franklin: Improvements to 2 walking tunnels including retaining wall, earthwork, lighting, emergency call box, bicycle tracking system and tunnel entrance rock surround near Hunters Bend Elementary School.

1. Federal Project Number SRTS-9305(29) is deleted in its entirety and replaced with the following:

Federal Project Number SRTS/TAP-9305(29)

The language of AGREEMENT # 120296 dated June 15, 2015 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **4**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ By: _____
Ken Moore **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____ By: _____
Shauna Billingsley **Date** **John Reinbold** **Date**
Town Attorney **General Counsel**

EXHIBIT "A"

Infrastructure Budget

CONTRACT NO.: 120296**PROJECT IDENTIFICATION NO.:** 118151.00

PROJECT DESCRIPTION: Hunters Bend Elementary School in Franklin: Improvements to 2 walking tunnels including retaining wall, earthwork, lighting, emergency call box, bicycle tracking system and tunnel entrance rock surround near Hunters Bend Elementary School. The purpose of the project is not location dependent. The purpose of this project shall be accomplished in accordance with the project application, budget and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget and/or scope of work may be amended from time to time as agreed to by the parties and when amended will serve as the revised project standard.

TYPE OF WORK: Bicycle/Pedestrian Facility**FUNDING:**

PHASE	FUNDING SOURCE	FED %	STATE %	AGENCY %	ESTIMATED COST
PE - NEPA	Safe Routes To School (SRTS)	100	0	0	\$5,833.33
CONST	Safe Routes To School (SRTS)	100	0	0	\$178,250.67
CONST	Transportation Alternative (TAP)	80	0	20	\$250,000.00
CONST - CEI	Safe Routes to School (SRTS)	100	0	0	\$17,400.00
CONST- TDOT Engineering Services	Safe Routes to School (SRTS)	100	0	0	\$1,700.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the funds shown herein above or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding for the development of the herein-described project as denoted above, which is comprised of 100% federal funds.

LEGISLATIVE AUTHORITY: The Safe Routes to School Program under Section 1404 of the SAFETEA-LU (23 U.S.C. 402; Public Law 109-59) and Section 1122 of the Moving Ahead For Progress In The 21ST Century Act (23 U.S.C. 213, Public Law 112-141).

PROJECT FUNDING AND SCOPE LIMITATION: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and/or additions outside the Safe Routes to School activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Materials and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Amendment Changing Termini, Deleting Exhibit A and Specific Paragraph

Amendment Number: 1

Agreement Number: 160125

Project Identification Number: 123098.00

Federal Project Number: TAP-96(49)

State Project Number: 94LPLM-F3-092

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

SR-96 West Multi-Use Trail: Construction of a multi-use trail along Highway 96 West from 9th Avenue North to Vera Valley Drive. Project also includes a retaining wall, utility relocation and landscaping.

1. The text of the description is deleted in its entirety and replaced with the following:

SR-96 West Multi-Use Trail - Phases 1 & 2: Construction of a multi-use trail along Highway 96 West from Vera Valley Drive to 5th Ave North. Project also includes a retaining wall, ADA upgrades, striping, landscaping and pedestrian amenities.

2. Exhibit A for Agreement # 160125 dated October 3, 2016, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **1**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Changing Termini, Deleting Exhibit A and Specific Paragraph

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ By: _____
Mayor John C. Schroer
Ken Moore Commissioner
Date Date

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____ By: _____
City Attorney John Reinbold
Shauna Billingsley General Counsel
Date Date

Amendment Changing Termini, Deleting Exhibit A and Specific Paragraph

EXHIBIT “A” For Amendment I**CONTRACT NO.:** 160125**PROJECT IDENTIFICATION NO.:** 123098.00

PROJECT DESCRIPTION: SR-96 West Multi-Use Trail - Phases 1 & 2: Construction of a multi-use trail along Highway 96 West from Vera Valley Drive to 5th Ave North. Project also includes a retaining wall, ADA upgrades, striping, landscaping and pedestrian amenities. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycle and Pedestrian Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	TAP (M302)	80%	0%	20%	\$ 527,500.00
CONST	TAP(Z300)	80%	0%	20%	\$ 1,250,000.00
CONST – CEI	TAP(M302)	80%	0%	20%	\$ 450,000.00
CONST – TDOT ENGINEERING SERVICES	TAP (M302)	80%	0%	20%	\$ 22,500.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT’s expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0175**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **HETHCOAT AND DAVIS, INC.**, hereinafter referenced as Consultant, who mutually agree as follows:

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

Henpeck Lane Sanitary Sewer Extension

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and survey 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 Not to Exceed Amount of ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED AND NO/DOLLARS (\$164,900).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for

the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

CONSULTANT

CITY OF FRANKLIN, TENNESSEE

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

COF Contract No. 2017-0175



June 19, 2017

File 1082-05

Mr. Paul Holzen, PE
Engineering Manager
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**Re: Proposal for Engineering Services
Henpeck Lane Interceptor Sewer**

Dear Paul:

Thank you for giving Hethcoat & Davis the opportunity to provide professional services for the sanitary sewer line extension related to the new middle school located adjacent to Oak View Elementary School on Henpeck Lane.

Based on the information provided in your email of June 8, 2017 and our preliminary site visit and route evaluation, the project effort will consist of approximately 4,800 LF of 12-inch gravity sewer and will include a crossing of State Highway 431 along with all other related appurtenances. The project will begin at the existing Five Mile Creek Trunk Sewer located east of Ellington Drive near Lee Circle and will end at the SE corner of the property for the elementary school. Extension of the lateral sewer to the proposed middle school site adjacent to the elementary school is not included at this time.

We have identified the probable scope of services as follows:

- On-site topographic survey, including location of septic tanks and field lines. We will enlist the services of the Williamson County Health Department in locating these devices.
- Design Phase services to include:
 - Preparation of drawings showing all sanitary sewer line improvements to be made to accomplish the extension.
 - Preparation of technical specification utilizing City standard specifications (with modifications as necessary).
 - Preparation of standard details utilizing City standard details (with modifications as necessary).
 - Preparation of special project details as required by the work.
 - Preparation of erosion control plans.
 - Preparation of easement exhibits and descriptions for up to eighteen (18) properties. (signature and cover documents are by City)
 - Prepare and obtain City Stormwater Permit approval.



Mr. Paul Holzen, PE
June 19, 2017

Page 2

- Prepare and obtain plans and specification approval from TDEC Division of Water Resources.
- Prepare and obtain State NPDES Permit from TDEC.
- Prepare and obtain State ARAP Permit from TDEC.
- Prepare and obtain TDOT permit for Hwy 431 crossing.
- Assist the City in preparation of City front-end contract documents and bid package.
- Fees related to TDEC permits (considered as reimbursable costs).
- A topographic survey along the proposed route.
- Coordination with Williamson Co. Sewage Disposal Management to locate septic fields and septic tanks on affected properties.
- Review of existing plats for locations of septic tanks and/or field lines.
- Prepare a traffic control plan (if required).
- Assistance during the bid phase to include:
 - Assist City in advertising for and obtaining bids from prospective contractors.
 - Consult with Owner as to the qualifications of prospective bidders.
 - Conduct a pre-bid meeting.
 - Answer bid RFI's and issue addenda.
 - Attend and participate in the bid opening with City staff.
 - Prepare Bid Tabulation and Recommendation of Award.
- ~~Provide construction phase assistance to include:~~
 - ~~As noted on Attachment 1 to this letter.~~
- ~~Provide Resident Project Representative services to include:~~
 - ~~As noted on Attachment 2 to this letter.~~
- ~~Post Construction Phase Services to include:~~
 - ~~Preparation of as-built drawings.~~
 - ~~File notification of project completion to TDEC.~~

Hethcoat & Davis proposes to provide the scope of services identified and will make every effort to devote the manpower and resources necessary to insure timely completion of the design within six (6) months of executed PSA from the City. Based on the anticipated scope of services, we recommend a budget as follows:

- Design Phase Services & Permit Preparation – \$95,000¹ (Lump Sum)
- Easement Preparation – \$14,400 (up to 18 easements) – (Not to Exceed)
- Bid Phase Services – \$4,500 (Lump Sum)
- ~~Construction Phase Services² – \$30,000~~
- ~~Resident Project Representative² – \$105,000~~
- ~~Post Construction Phase Services – \$3,500~~
- Additional Design Services – Topo Surveying^{3,4} – \$38,500 (Not to Exceed)
- Geotechnical Bores at Key Locations - \$10,000 (Not to Exceed)
- Permit Fee



Mr. Paul Holzen, PE
June 19, 2017

Page 3

- Permit Fee – TDEC ARAP - \$2500 (based on individual ARAP being required)
 - ¹Includes permits for TDOT, ARAP, NOI, TDEC Div. of Water Resources, COF Stormwater
 - ²Based on a 10 month construction period
 - ³Fee is not-to-exceed and will be adjusted based on selected sewer alignment
 - ⁴Includes staking of septic fields and/or septic tanks. Location of same will be dependent upon Williamson Co. Dept. of Sewage Disposal Management.

This fee schedule does not include any environmental reviews (e.g. bat surveys) that could result if an individual ARAP is required. This project may require an individual ARAP and if so, US Fish & Wildlife and public hearing involvement may also become factors. These types of services would be considered as an extra service if they were to occur.

If you have any questions concerning this matter, please contact us.

Sincerely,

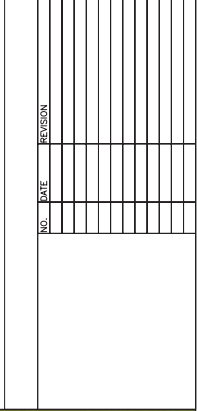
A handwritten signature in blue ink, appearing to read "Keith Davis", is written over a light blue horizontal line.

Keith Davis, PE
Secretary

~~Attachment 1 – Construction Phase Services~~
~~Attachment 2 – Resident Project Representative Services~~

An aerial photograph of a proposed road intersection. The main road is a multi-lane highway with a double yellow center line and white lane markings. A side road crosses it at a right angle. Traffic signals are shown at the intersection, with callout numbers 1 through 6 indicating specific signal heads or locations. The side road has two lanes with white arrows indicating traffic flow. Landscaping includes grassy areas, trees, and a small pond or water feature on the right side. A crosswalk with white stripes is visible on the side road. The overall scene is a conceptual design for a road improvement project.

Estimated Project Cost
\$ 35,000.00 - Design / Survey
\$ 0.00 - Right-of-Way
\$365,000.00 - Construction
\$400,000.00 - Total Estimated Project Cost



**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT NO 2017-0120**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **Westhaven Partners, LLC.**, (“Developer”), on this the ____ day of _____, 201__, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission a Concept Plan for Westhaven (the “Development Project”); and

WHEREAS, the City has required the Developer to design and construct certain roadway improvements to include the dedication of arterial right-of-way, the engineering design of non-site related arterial improvements and/or the construction of certain non-site related arterial improvements as a requirement of the Development Project; and

WHEREAS, the arterial improvements required as part of the Development Project are identified in the City’s Major Thoroughfare Plan; and

WHEREAS, the Developer has made application to offset a portion of the costs of construction of these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on August 8, 2017, to be \$400,000.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer has submitted reliable information, as shown in Exhibit A, related to the costs of construction of the following arterial roadway improvements and/or works:

**Intersection Improvements at New Hwy 96 W at Westhaven
Blvd and Old Charlotte Road**

3. The total estimated costs of engineering/design, right-of-way and construction of the Improvements is **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** for the Development Project and the total reimbursement to the Developer is an identical amount. The following costs are specifically excluded: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, turn lanes, internal management fees and signals improvements that benefit solely the development and not the arterial roadway. At no time shall reimbursement exceed the impact fees collected as part of the Development Project.
4. Pursuant to the Franklin Municipal Code, the eligible reimbursement shall not exceed the total of Road Impact Fees due for the Development Project.
5. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the Road Impact Fee Administrator (City Engineer), subject

to collected impact fees and paragraph 3 above. Invoices shall include copies of contracts and invoices associated with the arterial roadway improvements and copies of checks to show proof of payment. If Road Impact Fees collected by the City are insufficient to pay such invoices, then Developer shall receive a credit towards future Road Impact Fees for the Development Project.

6. The Developer agrees to construct (but not energize) all of the Arterial Improvements prior to June 1, 2018, subject to extension due to delays beyond the Developer's control that could not be avoided by the exercise of due care including, but not limited to acts of God, riots, wars, strikes, epidemics, delays in delivery of poles, traffic signal controller cabinet and/or signal heads due to no fault of Developer, failure of governmental authorities to issue the necessary permits or approvals to complete the improvements due to no fault of Developer, or any other similar cause.
7. Within 60 days of completion and acceptance of the Improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized release of liens.
8. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
9. The City shall have no liability except as specifically provided in this Agreement.
10. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
11. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Alderman on _____, 201__.

WITNESS our hands on the dates as indicated.

DEVELOPER

Westhaven Partners, LLC

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
FLOOD STUDY AND BANK STABILIZATION FOR RALSTON
CREEK AT LIBERTY HILLS
COF Contract No. 2013-0128

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee (“City”) and Civil & Environmental Consultants, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement (“Agreement”) entitled Feasibility Study for Ralston Creek at Liberty Hills (“Project”), dated the 19th day of November 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of SIXTY-EIGHT THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$68,700), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, additional work outside the original scope is required to move forward with a final design to stabilize the banks along Ralston Creek; and

WHEREAS, the Consultant has provided a proposal, dated August 7, 2017, for an increase in services, as described in Attachment A, in the amount not-to-exceed SEVENTY-NINE THOUSAND SEVEN HUDRED AND 00/100 DOLLARS (\$79,700); and

WHEREAS, the City has reviewed the proposal and desires to enter into an amendment to the Agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant’s Responsibilities and Duties. Consultant agrees to perform the work as proposed in their letter of proposal (“Exhibit B”) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not-to-exceed SEVENTY-NINE THOUSAND SEVEN HUDRED AND 00/100 DOLLARS (\$79,700).

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed,

with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated November 19, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Approved as to form:

Eric S. Stuckey
City Administrator
Date: _____

Shauna R. Billingsley
City Attorney
Date: _____



August 7, 2017

Mr. Jeff Willoughby
Stormwater Coordinator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Delivered via electronic mail to jeff.willoughby@franklintn.gov

Dear Mr. Willoughby:

Subject: Proposal for Additional Professional Engineering Services
Flood Study and Bank Stabilization for Ralston Creek at Liberty Hills
City of Franklin, Williamson County, Tennessee
CEC Project 153-050

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide this proposal for additional services to the City of Franklin (City). The previously submitted scope of work proposed completing a feasibility study, while picking up additional survey information that would be required for the future design phase. The City has indicated that it would like to move forward with final design of spot improvements to reduce/minimize bank erosion downstream of the Liberty Hills subdivision pond, as well as complete the flood study of Ralston Creek. The flood study limits will be from the end of the FEMA mapped area, near Victoria Court through the Liberty Hills pond ending upstream of Liberty Pike to the north and downstream of North Royal Oaks Boulevard to the east.

1.0 BACKGROUND

CEC understands that the City has received a number of recent complaints from residents in the Royal Oaks Subdivision regarding flooding due to stormwater from Ralston Creek overtopping the stream banks. There are also certain areas along Ralston Creek that are experiencing bank failure, some of which the City has attempted to temporarily address until a permanent solution can be determined and installed. The stream originates between Huffines Ridge Drive and I-65 near Centennial High School and flows in a southwesterly direction before entering into the Liberty Hills Subdivision pond. It also receives flow from an eastern channel along Liberty Pike which is listed as the headwater area for Ralston Creek. After leaving the pond through its outlet structure, the stream flows through the Royal Oaks Subdivision, where the previously mentioned flooding and bank failures have occurred.

Access to the stream in the Royal Oaks Subdivision is limited. Additionally, under the previous scope, CEC performed a preliminary flood study of Ralston Creek between the end of the FEMA mapped area, near Victoria Court to Liberty Hills Drive. The preliminary flood study indicated

that the majority of the houses adjacent to the right descending bank of Ralston Creek downstream of the Liberty Hills pond are in the base flood (100-year flood) floodplain.

2.0 PURPOSE

The purpose of this additional work is to finalize the flood study along Ralston Creek in accordance to FEMA guidance and to prepare construction plans and specifications to mitigate the eroding stream channel downstream of the Liberty Hills pond. Several stakeholders will need to be involved in the process of determining a solution including, but not limited to: the City of Franklin, the Royal Oaks subdivision Home Owner's Association, the Liberty Hills subdivision Home Owner's Association, the stream's adjacent property owners, TDEC, and the Corps of Engineers.

3.0 SCOPE OF SERVICES

CEC proposes the following scope of services:

3.1 Task 0008 - Flood Study

Under the previous scope, CEC performed a preliminary flood study for extending the effective FEMA flood study which ends upstream of Victoria Court. This task includes the additional surveying, hydraulic modeling, and reporting necessary to finalize the extended flood study in accordance to FEMA guidance.

- Additional field survey will be conducted, as depicted in Figure 1, to extend the previously field surveyed cross-sections of Ralston Creek beyond the base flood floodplain as established in the preliminary flood study. Additional cross-sections will be surveyed upstream of the Liberty Hills pond. Other topographical information such as fences, structures, utilities and back of house corners that fall in the cross-sections will be collected to ascertain the impact of flooding. The field survey will also collect the finished floor elevation of structures located within and adjacent to the base floodplain as established in the preliminary flood study.
- A field run topographic survey of the Ralston Creek base flood floodplain is not included in this scope. Floodplain mapping will be based on the City of Franklin's GIS topography.
- CEC will perform the field survey for the project using Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database. CEC understands that GIS data of this area from the City's database will be made available for use on this project. This additional field survey is a prerequisite for all of the following tasks.

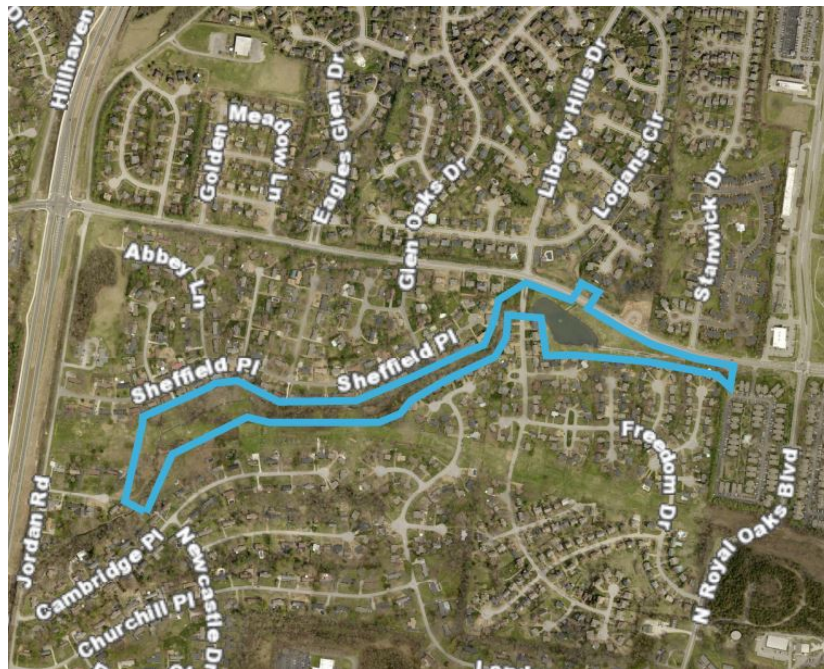


Figure 1. Site Map

- The additional survey, the field survey completed under a previous scope, and the City's GIS topography will be utilized to finalize the extended flood study in accordance to FEMA guidance.
 - The extended flood study will begin at FEMA cross-section F as shown on the effective FIRM 47187C0212F and extend through the Liberty Hills pond upstream of Liberty Pike to the north and downstream of North Royal Oaks Boulevard to the east.
 - CEC will utilize the available data from the effective FEMA Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Williamson County, Tennessee and Incorporated Areas dated December 22, 2016 as it relates to Unnamed Tributary 2 to Harpeth River for the downstream boundary conditions of the extended flood study. Ralston Creek is identified by FEMA as Unnamed Tributary 2 to Harpeth River.
 - No new hydrologic flows will be determined for the flood study (i.e., the flood study will use the same flows from the effective FEMA FIS and FIRM for Williamson County, Tennessee and Incorporated Areas dated December 22, 2016).
 - The extended flood study does not include a restudy of the previously FEMA studied portion of Unnamed Tributary 2 to Harpeth River downstream of FEMA Cross-section F as shown on the effective FIRM 47187C0212F.
 - The extended flood study does not include the determination of a floodway for Ralston Creek.
 - The extended flood study will include the bridges over Ralston Creek within the study area.

- The extended flood study will include an existing conditions model, which will reflect the conditions of the study area as of the date the field survey is conducted.
- CEC will prepare a written report and inundation mapping of the base flood to document the flood study.
- This task does not included submittal of the extended flood study to FEMA for a map revision.

3.2 Task 0009 - Bank Stabilization Design

CEC reviewed a section of Ralston Creek from the pond outlet at Liberty Hills Drive to approximately 700 feet downstream of Liberty Hills Drive. There were three reaches identified for bank stabilization measures. Representative photographs of these reaches numbered from downstream to upstream are presented below.

CEC will perform the following tasks based on our site visit on June 30, 2017:



Photo 1: Reach 1 where right descending bank is eroding adjacent to a concrete swale draining water from the street.



Photo 2: Eroding right descending bank in Reach 2.



Photo 3: Failing toe of left descending bank in Reach 3.



Photo 4: Failing toe of right descending bank in Reach 3.

- CEC will perform the field topographic survey for the three reaches using Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database. This additional field survey is required at the three reach locations to produce detailed topographic information on which to base the proposed design. The three reaches are located within the first 700 feet downstream of Liberty Hills Drive; therefore, the detailed topographical and boundary survey will be focused on this area to supplement previously collected cross-sections. By comparison, the reach of Ralston Creek for which the flood study is being done measures approximately 3,200 feet. The area to be surveyed for the 700-foot segment will include a portion of the floodplain. Survey information for items such as building corners, FFE's, and other structures will also be collected.
- Develop Initial Design(s).
- Meet with City Staff to go over initial project findings, so the design approach can be approved.
- Consultant to submit One Set of Preliminary Plans for City Review and Approval (Electronic Submittal acceptable).
- Consultant to submit One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized Preliminary Plans.

- Identify ROW/Easement Acquisition Needs.
- Preliminary Hydraulic Design – including analysis of the flow from the upstream Liberty Hills pond in which Ralston Creek is located. The upper reaches of the restored stream will need to withstand the shear stresses and turbulence associated with the elevation difference leaving the pond outlet.
- Preliminary Landscaping Design.
- Preliminary ROW Plan Review/Utility Coordination – One Full-Size Set of ROW Plans for Each Utility's Use (Electronic Copies May be Accepted based on the Utility) and One Full-Size Set, One Half-Size Set, and an Electronic Copy of ROW Plans for City Review.
- ROW Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, X-Sections (Every 50').
- Hold/Attend Preliminary Utility Coordination Meeting.
- Prepare exhibits for Public Hearing.
 - Two Sets of ROW Plans, Display Boards, and Presentation.
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public).
- Incorporate Comments and Changes into ROW Plans and Finalize ROW Plans.
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized ROW Plans.
- Legal Descriptions and Exhibits.
 - Descriptions and Exhibits to be printed on 8 ½" x 11" paper.
 - Exhibits to show existing and proposed features, property lines, proposed ROW and easements (CEC has assumed 10 easements for temporary construction access will be required).
- Stake Right of Way and Easements.
- Prepare Preliminary Quantities and Cost Estimate.

- Prepare Permit Applications (this task will include the Aquatic Resource Alteration Permit application which will also be sent to the Corps of Engineers, and preparation of a Notice of Intent and Stormwater Pollution Prevention Plan (EPSC Plan referenced below will be a component of this plan) to apply for coverage under the Construction General Permit).
- Finalize all Design and Prepare Plan Specifications.
 - Incorporate Special Conditions from ROW/Easement Acquisition.
 - Calculate Final Quantities and Cost Estimate.
 - Prepare Erosion Prevention and Sediment Control Plans.
 - Prepare General Notes.
- Construction Plan Review – One Full-Size Set of Construction Plans for Each Utility's Use (Electronic Copies May be Accepted based on the Utility) and One Full-Size Set, Two Half-Size Sets, and an Electronic Copy of Construction Plans for City Review.
- Construction Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Quantities, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, Erosion Control, General Notes, X-Sections (Every 50').
- Final Utility coordination meetings (If Necessary).
- Finalize the City of Franklin grading permit application and a Notice of Intent (NOI) and SWPPP for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (applicable permit application fees are assumed to be waived for the City grading permit; State permit fees are assumed to be paid by the City of Franklin and have not been included in the costs for this proposal).
- Submit Permit Applications (CEC assumes that the City will pay permit fees).
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized Construction Plans and Specifications.
- CEC will make necessary copies and sell bid documents and maintain a list of bidders (CEC assumes that the City will pay any costs associated with advertising the bid in the newspaper).

~~3.3 Task 0010 - Construction Administration~~

~~CEC will perform the following tasks:~~

- ~~• CEC will conduct a Pre-bid Meeting.~~
- ~~• CEC will conduct the Bid Opening at the City of Franklin offices.~~

- ~~CEC will certify the Bid tabulation and make a recommendation to the City of Franklin.~~
- ~~Conduct Pre Construction Meeting.~~
- ~~CEC will conduct a Project Walk Through.~~
- ~~Review and Approve Shop Drawings.~~
- ~~Coordinate Utility Location and Relocation (If Necessary).~~
- ~~Coordination with Testing companies (If Necessary).~~
- ~~Conduct Site Visits Two Times per Week (CEC has assumed a 12 week construction period for purposes of providing a cost estimate).~~
- ~~Conduct/Attend Bi Weekly Progress Meeting.~~
- ~~Review Pay Requests and Make Recommendation to City.~~
- ~~Coordinate with City Inspector and Contractor.~~
- ~~Review and Make Recommendation on Change Orders.~~
- ~~Interpret/Clarify Plan or Specification Questions or Conflicts.~~
- ~~Conduct Substantial Completion Walk Through.~~
- ~~Prepare Punchlist.~~
- ~~Conduct Final Walk Through.~~
- ~~Prepare Final Punchlist.~~
- ~~Prepare Final Change Order.~~

~~3.4 Task 0011 - Warranty Documentation Assistance~~

~~CEC will perform the following tasks:~~

- ~~Supply information to the City as to when materials are placed into service.~~
- ~~Conduct Warranty Walk Through near the end of the warranty period to identify products or materials that may not be working properly.~~

- ~~• Supply the City with written documentation of the findings of the walk through and recommendations, if necessary, for replacement.~~

3.5 Task 0012 - Initial Benthic sampling

CEC will perform the following tasks:

- Prior to construction, collect, process and analyze samples following TDEC's Standard Operating Procedures for Macroinvertebrate Surveys (2011).
- Provide the City with a report of the survey, which will include a detailed description of the locations, methods, analyses, results and discussion.

4.0 SCHEDULE

CEC can begin work immediately upon receiving your authorization to proceed. On-going progress meetings CEC currently has with the City each month will include updates on the progress of the project.

5.0 COST

Our estimated costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis and include reimbursable expenses. 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 the City of Franklin's approval prior to proceeding. The estimated cost to perform the scope of services outlined in this letter is provided below:

Task	Not-to-Exceed Cost
0008 Flood Study	\$28,500
0009 Bank Stabilization Design	\$47,000
0010 Construction Administration	\$37,700
0011 Warranty Documentation Assistance	\$1,600
0012 Initial Benthic Sampling	\$4,200
Total	\$119,000

Invoicing of professional services will be in accordance with the attached fee schedule. CEC will maintain the 2017 rates through the end of the 2018 calendar year. Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule.

Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our proposed scope and fee. CEC will perform the proposed work under an agreed upon City's Standard Professional Services Agreement.

6.0 CLOSING

CEC appreciates the opportunity to provide this proposal to you. We believe the scope of services outlined will address the City of Franklin's needs in a cost effective manner. Should you have any questions or comments, please call us at (615) 979-4382.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



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



Jeffrey B. Shaver, P.E., CFM, CPESC
Project Manager



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

Cc: Paul Holzen, Director of Engineering paul.holzen@franklintn.gov

Enclosures

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

Municipal Services Fee Schedule

January 1, 2017 through December 31, 2017

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$220
Principal.....	\$185
Senior Project Manager	\$170
Project Manager III	\$155
Project Manager II	\$145
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$95
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$80
Construction Observer / Environmental Technician.....	\$78
Senior Land Surveyor	\$140
Project Land Surveyor / GPS Specialist.....	\$100
Survey Technician IV	\$88
Survey Technician III.....	\$80
Survey Technician II.....	\$70
Survey Technician I.....	\$63
Administrative Assistant.....	\$65
Administrative Manager	\$73

DIRECT EXPENSES

Direct expenses are included in the cost estimates.

Company or Personal Automobile Mileage	\$0.575/mile*
Computer / CADD Usage	\$15/hour
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping.....	Cost plus 10%
Miscellaneous Services.....	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 12%

* Will be modified to current IRS Rate