

RESOLUTION 15-17

**A RESOLUTION TO APPROVE SELECTION OF FIRM FOR
U.S. HIGHWAY 31 SURVEY**

WHEREAS, the City of Spring Hill desires to provide for the health, safety, and welfare of its citizens; and

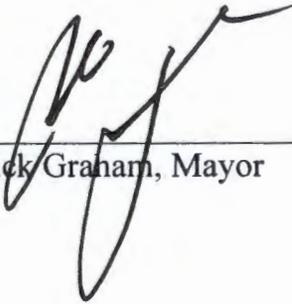
WHEREAS, the City of Spring Hill desires to identify existing conditions in preparation for a U.S. Highway 31 Widening Project; and

WHEREAS, the city advertised and received statements of qualification from capable firms for the surveying of U.S. Highway 31 on February 19, 2015;

WHEREAS, the survey locations are 500 feet south of Miles Johnson Parkway and 500 feet north of Buckner Road, an area of 200 feet in width.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen endorses the selection of Wisner Engineering to provide the above described U.S. Highway 31 Survey, as recommended by city staff review committee.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of March, 2015.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

Qualifications for U.S. Highway 31 Survey

Prepared for:

0 125 250 375 500
Feet



Prepared by:



2/19/2015

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1. Transmittal Letter

February 19, 2015

City Recorder
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Subject: Response to the Spring Hill Request for Qualifications to provide U. S. Highway 31 Survey

In response to the Request for Qualifications dated January 30, 2015, Wiser Company, LLC (Wiser) is pleased to submit our qualifications to provide survey services to Spring Hill, TN for the survey of U.S. Highway 31. We have assembled a highly qualified and experienced team to provide the required survey services. Wiser is pre-qualified by the Tennessee Department of Transportation (TDOT) with unlimited status.

Wiser provides expertise across the complete range of services required for the U. S. Highway 31 Survey. We are committed to providing the required work in compliance with federal, state, and local policies and processes, and will provide these services under my direction. I have over 28 years of infrastructure experience, will be in responsible charge of the contract with Spring Hill if awarded, and will serve as the authorized firm representative and client manager. If you need further information, or have any questions regarding any part of this proposal, please feel free to contact me.

Clients rely on us for support during times of competing priorities, knowing the Wiser team will always maintain the highest dedication to quality. We are certified under the International Organization for Standardization (ISO) edition 9001:2008, and have adopted a Quality Management System (QMS) to mitigate production risks and consistently provide only the highest quality services and products to clients.

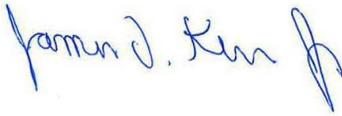
Wiser Consultants has unparalleled expertise in the application for and use of federal and state funds for highway improvement and expansion. If requested, we can provide guidance and assistance in the process necessary to secure federal funding for the future widening of SR-31.

We will be responsible for ensuring that the processes required by TDOT for survey on a state route are followed to ensure that any federal or state funding for the project is not jeopardized.

The proposal set forth herein remains effective for a period of 90 calendar days from the date of this transmittal letter.

We appreciate the opportunity to present our qualifications and expertise for this project. We have built an exceptionally strong team that is remarkably qualified for the project and has proven success with transportation surveys as evidenced by our current on-call surveying contract with TDOT. If you need further information, please contact me at (615) 278-1436 or by email at jtkerr@wiserconsultants.com. We look forward to the opportunity to deliver a successful project to the City of Spring Hill.

Sincerely,

A handwritten signature in blue ink that reads "James T. Kerr, Jr." followed by a stylized flourish.

James T. Kerr, Jr.
Senior Vice President

2. Firm Information

a. Firm name, address, telephone number

Wiser Consultants, LLC
 1427 Kensington Square Court
 Murfreesboro, TN 37130
 Phone 615 278-1436

b. Structure of firm

Formerly known as Wiser Company, LLC which started in 1996 as a civil engineering and survey firm. Wiser Company quickly moved into aerial mapping at the state and local level. By the turn of the century, Wiser Company was engaged in mapping for the Department of Defense (DOD). Wiser Company operated with two divisions for many years, a civil engineering, surveying, mapping division primarily focused on state and local contracts and a federal DOD procurement division focused on defense contracts. The decision was made to separate state and local work from federal work by splitting into two companies: Wiser Company, LLC for federal contracts and Wiser Consultants, LLC for state and local contracts. Wiser Consultants began working independently on April 1, 2013. Recently, TDOT approved Wiser Consultants, LLC, with an unlimited prequalified status for engineering disciplines including Aerial Survey and Mapping as well as field surveying.

c. Years the firm has been in business

Wiser Company, LLC was established in 1996 and has been operating continuously since that time.

d. Names of principals in firm

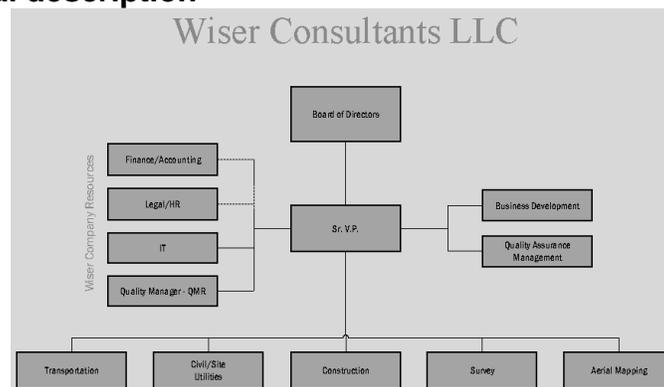
Cyrus Wiser, Jr. is the owner and chief executive officer of Wiser Consultants, LLC.

James T. Kerr, is the Senior Vice President of Wiser Consultants, LLC.

e. Primary contact

For the purposes of this RFQ, James T. Kerr is the primary contact.
 615-278-1436 | jtkerr@wiserconsultants.com

f. Organizational description



g. Description of firm's history/philosophy

Wiser is a professional consulting services company offering customers inventive answers to complicated problems. We are a fully integrated planning, engineering, surveying, design, Construction Engineering and Inspection (CEI), consulting firm serving a broad range of local and state government agencies. We have over 18 years of experience providing professional engineering services throughout the Southeast, including roadway and structural plans, traffic engineering, construction management, site design, environmental studies/coordination, permitting, utility coordination, project surveys, ground penetrating radar (GPR) surveying, hydraulic/ hydrological analysis, master plan development, transportation/greenway design, letting preparation services and construction engineering and inspection. We have extensive experience providing engineering services for state and local governments, and have managed projects funded by a variety of sources. We are on TDOT's pre-approved list with unlimited status.

Wiser is located in Murfreesboro, TN, less than an hour's drive from Spring Hill, with a staff of experienced professionals including Professional Engineers (PE), Registered Land Surveyors (RLS), and Project Management Professionals (PMP). Wiser is knowledgeable of required procedures as outlined in TDOT's *Local Government Guidelines for the Management of Federal and State Funded Transportation Projects*, *Public Involvement Plan*, *Tennessee Environmental Procedures Manual*, and *Right-of-Way Procedures Manual*. Our project development also incorporates additional procedures and guidelines such as the *Manual on Uniform Traffic Control Devices* and American Association of State Highway and Transportation Officials (AASHTO) Policies and Guidelines, as they pertain to projects of this nature and scope.

The Wiser team begins planning for a successful project by first gaining a thorough understanding of the project scope and the needs of the client. These items are critical to providing a successful project. This understanding allows us to evaluate the project to ensure the completed work will meet Spring Hill's goals.

As shown in our project evaluations and letters of recommendation in Appendix A, Wiser has demonstrated the ability to meet schedules without compromising sound engineering practice. We have developed a reputation for meeting design and construction schedules to facilitate the ultimate success of each project. Our positive project evaluations and letters of recommendation demonstrate our success at meeting client schedules with quality work, within budget. The evaluations also show a high rating for responsiveness, which is a key element for addressing issues of any kind that might delay the project. When it comes to project management and controlling for quality, cost, and schedule, we simply do what it takes to deliver a successful project to our client.

3. General Company History/Qualifications

a. Brief history of survey services

The surveying group has been an important and valuable part of the Wiser team since the company's founding. Its primary focus is to support public sector clients at the federal, state and local levels with special emphasis on transportation services. Wiser makes staying on the cutting edge of technology its special goal. As a result, from GPS in the 1990's to mobile terrestrial lidar today, we always have the tools and training to complete any task in the safest and most efficient manner possible.

b. Resumes

Justin Rains, RLS, Survey Manager: *Relevant Professional Qualifications* - Mr. Rains has over 16 years of experience in the fields of survey and mapping. His experience includes boundary, topographic, transportation and construction surveying. He is proficient in using all modern surveying equipment including conventional and robotic instruments, static and RTK GPS along with static and mobile laser scanners. He is an advanced user of ground penetrating radar (GPR) equipment and software for subsurface mapping of utilities and other features. He has project management experience with numerous roadway corridor surveys including 15 projects delivered in 2014. Software capabilities include: MicroStation, Terrasolid, Geopak, Inroads, TopoDOT and GPR-Slice. Mr. Rains has also written custom applications for use in the MicroStation environment.

Relevant Project Experience/Education/Professional Registration - Mr. Rains' experience includes planning, project management, data processing, right-of-way determination, DTM development and final drafting for multiple roadway corridors. He has extensive experience managing transportation projects both for TDOT and numerous local governments. Mr. Rains' Training/Certifications include: 10-Hour OSHA Construction Safety Course Certification, Work Zone Traffic Control / Flagging Certification. He is a Registered Land Surveyor in the states of TN, KY, AL and MS.

Brandon Webb, Lidar Compilation Manager: *Relevant Professional Qualifications* - Mr. Webb has 14 years of experience in GIS, Mapping, Photogrammetry, and Survey. He has managed the processing and extraction of multiple roadway projects from mobile, static and airborne lidar. His Orthophotography production experience includes rectification, mosaicking, splicing, color balancing, etc. Mr. Webb is proficient in the use of multiple software applications such as Intergraph's OrthoPro, ERDAS Imagine, Mr SID and others. He developed a Field to Finish process using SurvCADD. Mr. Webb also assisted in our surveying department with Airborne GPS Base Station Operation/Data Collection providing processed coordinates in X, Y, Z format and real-time kinematics (RTK) data collection for numerous clients. He also provides GIS development for both internal and external clients.

Relevant Project Experience/Education/Professional Registration - Mr. Webb has been the project manager on projects ranging from setting Ground Control for aerial triangulation to QA/QC Manager for planimetric and digital terrain model creation projects. He has knowledge of every aspect of a successful aerial imagery project. He has managed similar projects for

Rutherford County, State of Alabama, and the State of Tennessee for multiple counties and municipalities. Other projects include Lake Purdy LiDAR collection and compilation for 1ft contour generation, collection and orthomosaic generation for corridor mapping, and geodatabase migration projects for the state of Tennessee. For these projects as well as many others his management and production experiences are an integral part in minimizing project cost and maintaining the project schedule. He holds a Bachelor of Science degree in Computer Information Systems from Middle Tennessee State University.

Josh Sherlin, Party Chief: *Relevant Professional Qualifications* - Mr. Sherlin has eight years of surveying and mapping experience, during which time, he has served as a Party Chief, Survey Technician, and Instrument Operator. He has a thorough knowledge of boundary surveys, topographical surveys, construction staking and layout, deed research, laser scanning applications, highway surveying, and a CAD background. He is proficient and knowledgeable with Trimble, Topcon, Leica, TDS and Carlson products. These include GPS, both static and real-time kinematic bases and rovers, total stations, robotic and non-robotic, auto and digital levels, terrestrial laser scanners, and data collectors. He is well versed in TDOT's survey standards and procedures.

Relevant Project Experience/Education/Professional Registration - Mr. Sherlin's project experience includes numerous roadway project for both new alignments and widenings including SR-268 Thompson Lane (Rutherford Co.), SR-7 (Giles Co.), SR-397 Mack Hatcher Pkwy. (Williamson Co.) and I-65 at SR-99 (Maury County). His Certifications/Training include: CST Level II, and OSHA 10 HR Construction Safety Course; Anti-Terrorist Awareness Level 1. He earned a Bachelor of Science degree in Surveying and Mapping. Mr. Sherlin is a registered Land Surveyor in Training in the state of TN.

Ben Herron, Party Chief: *Relevant Professional Qualifications* - Mr. Herron has over 15 years of experience in GPS static surveys, real-time kinematic surveys, image and laser surface scanning, airborne surveys, boundary surveys, construction staking, highway surveys, deed research, topographic surveys, and most aspects of land surveying. He has experience as a Party Chief, Instrument Person, Survey Technician and Construction Inspector.

Relevant Project Experience/Education/Professional Registration – Mr. Herron's project experience includes establishing control, topographic data collection, utility location, recovery and location of Right of Way evidence, bridge surveys and sketches, and Right of Way staking for Middle TN Boulevard, Joe B. Jackson, TDOT SR-99, and Waldron Road. Mr. Herron's Certifications/Training include: Static and RTK GPS; total stations; automatic and digital levels. Certifications include: OSHA Construction Safety Course Certification, Work Zone Traffic Control/Flagging Certification, Class 1 Concrete Technician, Soils and Aggregate, Anti-Terrorism Level 1 Awareness Training.

Shea Wales, CADD Technician: *Relevant Professional Qualifications* - Mr. Wales has over 10 years' experience in the fields of survey and mapping. His experience includes boundary, topographic, transportation and construction surveying. He is proficient in using all modern surveying equipment including conventional and robotic instruments, static and RTK GPS along with static and mobile laser scanners. Prior to his employment with Wiser Consultants he was a Civil Engineering Technician for the State Conservation Engineer (USDA – Natural Resources Conservation Service) where he specialized in LiDAR data processing in the ArcGIS environment. Software capabilities include: MicroStation, AutoCAD, Geopak, Civil 3D, Inroads, ArcGIS, among others. Associations include: Autodesk Users Group International (AUGI), American Drafting & Design Association (ADDA).

Relevant Project Experience/Education/Professional Registration - Mr. Wales' project experience includes SR-268 Thompson Lane (Rutherford Co.), SR-7 (Giles Co.), SR-397 Mack Hatcher Pkwy. (Williamson Co.) and I-65 at SR-99 (Maury County) among many others. Mr. Wales earned an Associate's Degree in Computer Aided Drafting & Design.

Mike Biggs, PE, CPESC, Sr. Transportation Engineer/ Quality Assurance: *Relevant Professional Qualifications* - Mr. Biggs is a Senior Project Manager for Wiser with over 21 years engineering experience. He has been involved with the planning, survey and design, construction, and management of various civil engineering projects, including transportation facilities, utilities, site design, and environmental projects. These projects consisted of various sizes and complexity for local and state agencies, ranging from sidewalk programs to multi-level interchanges. Mr. Biggs has not only participated as a project manager/engineer for these projects but his experience also includes team coordination and project management for numerous cradle-to-grave projects. Mr. Biggs' early development experience and internships consisted of working various duties on survey crews for boundary surveys, construction and project layout, and as-built surveys which provided invaluable experience to manage and design projects. He is well versed with Microstation and Geopak having used this software for project design and plans development.

Relevant Project Experience/Education/Professional Registration - Mr. Biggs has served as Wiser's Project Manager for the Cherry Lane Interchange project and the Lytle Street relocation in Murfreesboro as well as the widening and reconstruction of Thompson Lane (SR 268), a TDOT-managed project. His Certifications/Training include: Certified Professional in Erosion and Sediment Control (CPESC); Registered Professional Engineer in five states, including TN; TDEC EPSC Levels I & II; PBS&J Project Management Course; Two-Day Workshop on Preconstruction/Construction Procedures – Chapter 8 of TDOT Local Government Guidelines. Mr. Biggs earned a Bachelor of Science Degree in Civil Engineering.

c. Documentation of survey team registration

The Wiser team is licensed in the state of Tennessee in their respective fields of survey and engineering.

Key Personnel	Role	License
Justin Rains, RLS	Survey Manager	Registered Land Surveyor, TN # 2862
Mike Biggs PE, CPESC	Sr. Transportation Engineer/ Quality Assurance	Professional Engineer, TN # 103970

4. Financial and Legal Status

a. Financial capability

The financial status of Wiser is strong and we are happy to provide necessary documentation to demonstrate financial viability as necessary to Spring Hill prior to the award of a contract.

b. Legal action against employees

Wiser has no actions taken by any regulatory agency against or involving this firm or its agents or employees with respect to work performed to list in this section.

c. Litigation

Wiser has no litigations against or involving the firm or its agents or employees with respect to any work performed to list in this section.

d. Insurance coverage

Wiser Consultants currently has all of the required insurance policies, (and will list the City of Spring Hill as an additional insured on the required policies.) Any insurance policy cancellations will occur only after a 30 day cancellation notice to the Spring Hill Risk Management Office. Before the start of any project related to a contract award Wiser Consultants will provide proof of this insurance, which will be updated as necessary. Wiser will obtain all necessary insurance policies including:

- ✓ Commercial General Liability Insurance
- ✓ Business Auto Liability Insurance
- ✓ Worker’s Compensation and Employer’s Liability Insurance
- ✓ Professional Liability Insurance

5. Experience and References

Representative Municipal (and Governmental) projects

Project Name	Location	Client	Disciplines	Status
Traffic Signals	Soddy-Daisy, TN	City of Soddy-Daisy, TN	Project management, Survey, Environmental clearance, Design, Bidding, & CEI Services	Project Completed in 2014
Intersection Improvements and Resurfacing	Columbia, TN	City of Columbia, TN	Project management, Survey, Environmental clearance, Design (Signal & Resurfacing), Bidding & CEI Services	Construction Complete
Middle Tennessee Boulevard	Murfreesboro, TN	City of Murfreesboro, TN	Project management, Survey, Environmental clearance, Roadway & Signal Design, Bidding, & CEI Services	Right-of-Way Underway
Joe B. Jackson Parkway, I-24 to US 231	Murfreesboro, TN	City of Murfreesboro, TN	Project management, Survey, Environmental clearance, Design, & Construction Administration	Construction Underway
Waldron Road Widening and Signals	La Vergne, TN	La Vergne, TN	Project management, Survey, Environmental clearance, Roadway & Bridge Design, & Construction Administration	Construction Complete
Thompson Lane	Rutherford County	TDOT	Project management, Survey, Design	NEPA Process Underway
On-Call Survey Contract	TDOT	TDOT	Survey of various routes as defined by task orders	14 task order awards completed under this contract to date

Wiser's Recent Past Experience providing similar type of services.

Various Intersections Design, (Columbia, TN)

Reference: Glenn Harper, PE | City Engineer | 931- 560-1530

Wiser was selected to provide intersection/signal analysis, environmental clearances, design, project management bidding administration and survey for several intersections for the City of Columbia. Wiser's understanding of TDOT's Local Programs Development Office processes reduced the level of effort of City staff and expedited the timeline for project completion.

Services Provided
<ul style="list-style-type: none"> • Survey • Roadway and Signal Design • Environmental Approval • Utility Design and Coordination • Project management • Bid Assistance • CEI Services • Project Closeout

Wiser developed preliminary layouts with a signal study for four intersections within the City. The City reviewed, rated and selected two intersection to fully develop into construction plans and contract documents. Wiser's survey department with the aid of mobile scanning provided a topographic survey of each of the selected intersections to use as a base map for design. Wiser conduct a right-of-way research to obtain TDOT right-of-way certification. Also included with this project was the preparation of storm water permits, grading and drainage design, engineer's opinion of probable cost, assistance in bidding, awarding of the construction contract and CEI services.

The two selected intersections were James Campbell Blvd. at Trotwood Blvd and Spring Meade Blvd. intersection at Nashville Highway. One of the project's challenges was developing the geometric improvements to incorporate the existing storm drainage systems into the proposed design while minimizing potential impacts to utilities. Due to right of way and budgetary constraints, minimal modifications to existing upstream and downstream catch basins were essential in the design to connect the proposed improvements into the existing system.

The project has been successfully completed with all funding intact, and Wiser is currently closing out the required TDOT paperwork.



Pre and Post Construction

Middle Tennessee Boulevard from East Main St. to Greenland Drive (Murfreesboro, TN)

Reference: Chris Griffith, PE | City of Murfreesboro | 615-893-6441

The City of Murfreesboro received a High Priority Program allocation which they combined with CMAQ funding to improve safety, enhance aesthetics and mitigate traffic congestion along the Middle Tennessee Boulevard corridor in Murfreesboro, TN. To improve pedestrian safety, Wiser designed a 17-foot wide, raised heavily landscaped median to direct pedestrians to crossing locations along the Middle Tennessee Blvd. corridor. Sidewalks were located on each side of the project in conjunction with marked crosswalks to assist with safe pedestrian movement. Wiser is responsible for overall project management including planning, environmental documents, **survey**, design, bidding assistance and construction engineering and inspection (CEI). Wiser is currently coordinating with TDOT Local Programs on this project.

Services Provided
<ul style="list-style-type: none"> • Survey • Roadway and Signal Design • Environmental Approval • Utility Design and Coordination • Project management • Bid Assistance • CEI Services • Project Closeout

The project will be approximately 0.78 miles long and will assume the existing alignment of Middle Tennessee Boulevard. It is proposed to widen and reconstruct Middle Tennessee Boulevard to include four 10-foot traffic lanes, a 17-foot raised, landscaped median with 10-foot turn lanes, 4-foot dedicated bicycle lanes and 5-foot sidewalks on each side of the roadway to address the separation of bicyclists, vehicles and pedestrians. Historically, pedestrian traffic has crossed the 4 lane roadway at undesignated locations throughout the length of the corridor to access various facilities of the university. The addition of a heavily landscaped median will be utilized to direct pedestrian traffic at designated crossing locations. After careful study, turn lanes were added a specified intersections to improve traffic movements that correlated with the pedestrian crossings.



Middle Tennessee Boulevard

In addition to the roadway reconstruction, the relocation of several utilities in the area was required. Utility easements are proposed to accommodate underground electric, telephone, cable, and university communication lines throughout the project. The design also includes approximately 3,000 linear feet of sanitary sewer line and 5,700 linear feet of potable water line. Traffic signals and ITS additions and

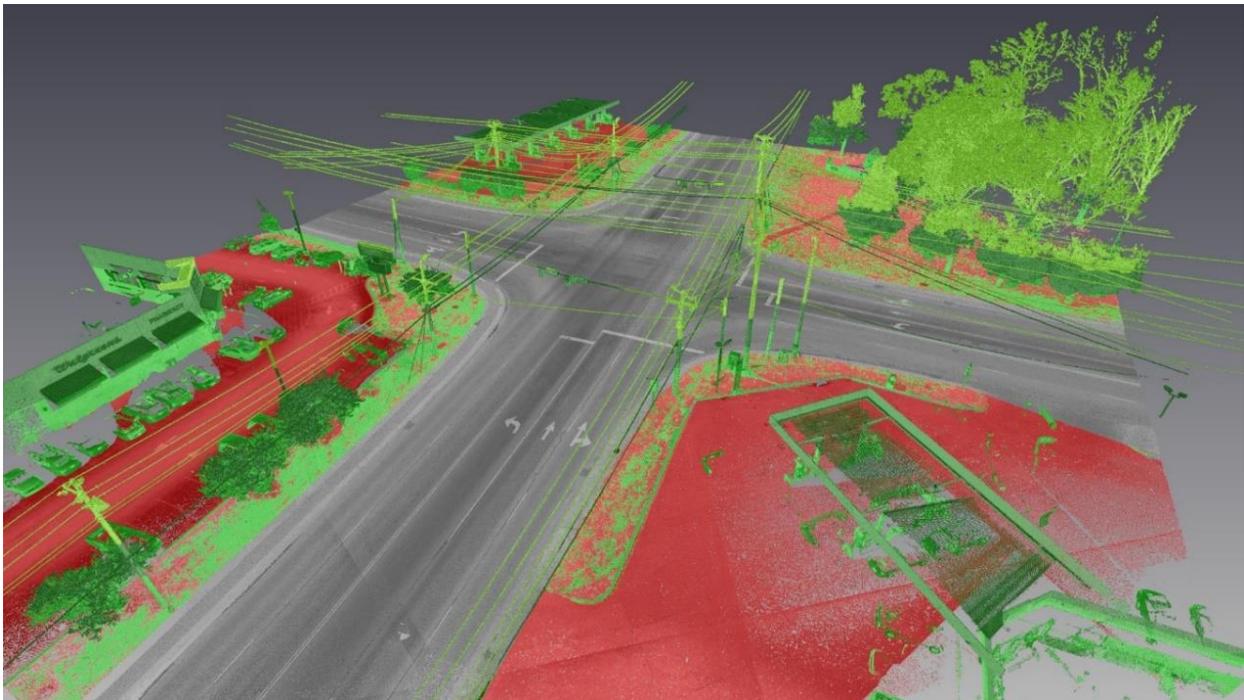
modifications are proposed at East Main Street, Lytle Street, Bell Street, Faulkinberry Drive, Division Street and Greenland Drive. This expansion of the ITS system will connect to the existing Traffic Operation Center (TOC).

SR-268 Thompson Lane (Murfreesboro, TN)

Reference: Jim Waters, PE | TDOT | 615-741-0450

Wiser was selected to provide survey and design services for the proposed widening along a 4.5 mile roadway corridor through a dense residential district. Due to the high traffic volume, there were major safety concerns for field personnel. **Wiser, therefore, utilized mobile terrestrial laser scanning to capture roadway and adjacent features. Not only did this approach prove to be much safer, we were able to reduce costs by nearly 50% over conventional topographic survey. Wiser also used static laser scanning to collect detailed structural information beneath a bridge spanning the Stones River.**

Additionally, Wiser has completed the research and mapping of over 200 property parcels along the corridor. Survey for this project is complete.



Processed Survey from Mobile Lidar Scan, Intersection of SR-268@SR-1, Murfreesboro, TN

Lytle Street (Murfreesboro, TN)

Reference: Dana Richardson, Transportation Director | City of Murfreesboro | (615) 893-6441
Wiser was selected by the City of Murfreesboro to survey and design the realignment of Lytle Street at the intersection with Broad Street. This realignment is the beginning of a multi-phase plan to construct a new downtown gateway. Due to the high traffic volumes, Wiser utilized mobile lidar to capture the major roadway features (pavement, striping, curbs, sidewalks, etc.) along with the above-ground utility features. This initial phase included ~1,000 feet of Broad Street and 4 blocks along Lytle Street. However, knowing that there would be future phases along this corridor, Wiser captured mobile lidar data along Lytle Street for the entire 8,000 foot length. This was accomplished with very little additional cost to the City and will prove to be a major cost savings on the future phases. The survey for phase 1 is complete and phase 2 is underway.



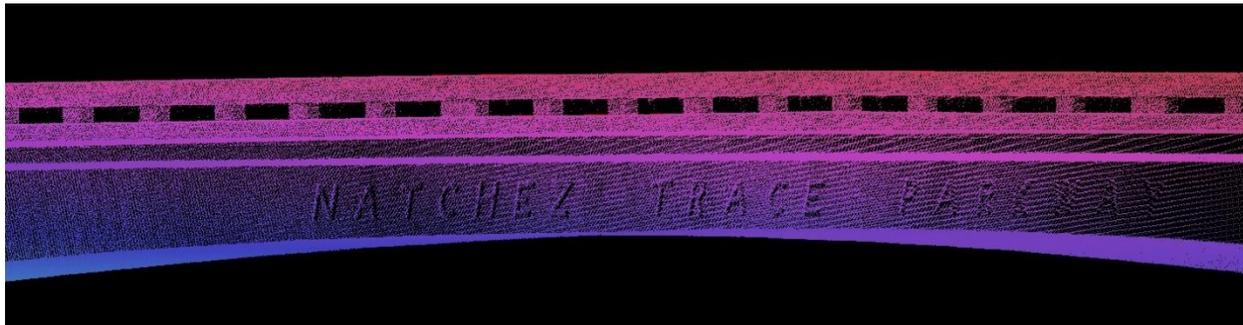
TDOT On-Call Field Surveying Services (Statewide)

Reference: Melissa Portell, TDOT Region 3 Survey | 615-350-4485

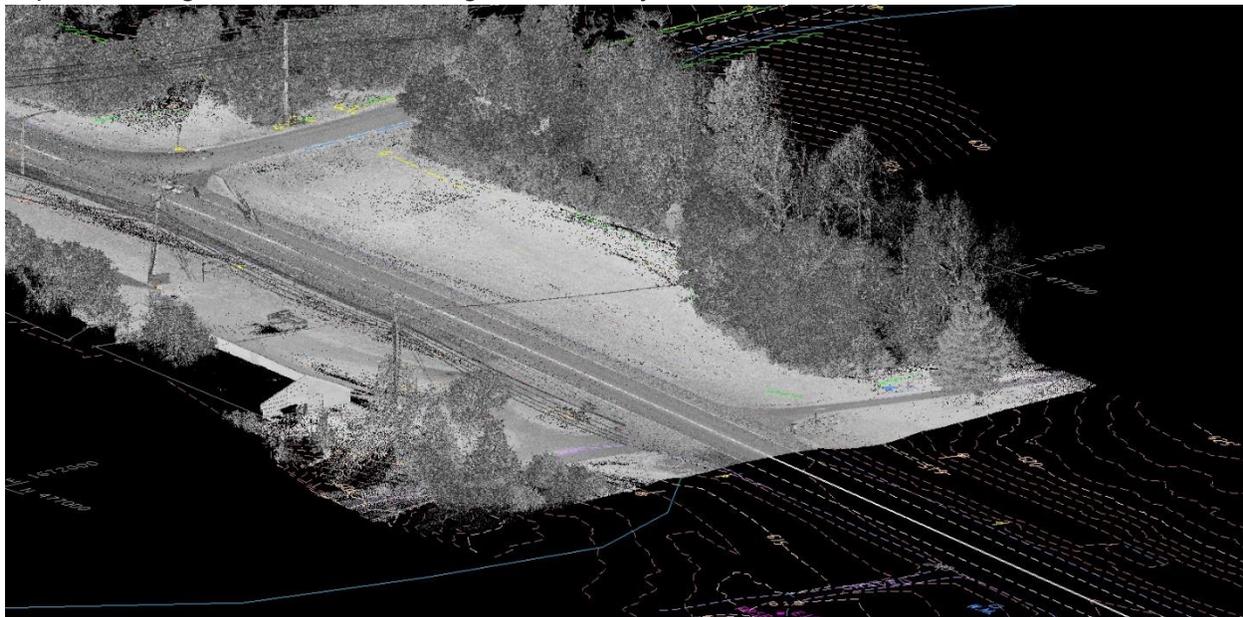
Wiser was awarded a 3 year on-call contract by TDOT to provide field surveying services. Over the past 17 months, Wiser has completed 14 task orders. Services have included roadway and bridge existing conditions and as-built surveys.

Some examples are:

Natchez Trace Bridge (Lewis County, TN) – Wiser performed an as-built survey of the newly completed bridge over SR-99 just outside of Hohenwald, TN, using static laser scanning. Several scans were taken over time after significant temperature changes to measure any changes in the bridge chamber.



Patterson Drive at SR-99 (Maury County, TN) – Wiser delivered an existing conditions survey of this intersection including topo, ROW, property lines and utilities. The road surface was captured using mobile lidar scanning and roadway features were extracted in Microstation.



Mack Hatcher Parkway (Williamson County, TN) – This task order included an existing conditions survey of Mack Hatcher Parkway from Lewisburg Pike to Royal Oaks Boulevard. Instead of closing travel lanes and causing major traffic disruptions, Wiser collected mobile lidar data. Conventional surveying methods were then used to collect ROW, utility and drainage data. The result was a high quality and detailed roadway survey with zero impacts on traffic flow.



SR-7 (Giles County, TN) – Wiser recently completed the survey of an approximately 6,000 foot roadway section just west of Ardmore, TN. Conventional survey methods were used to collect topographic, utility, drainage and ROW data.

6. Approach to the Project

Project Survey

Wiser understands Spring Hill's needs include the existing conditions survey of approximately 2 miles of U.S. 31 from 500 feet south of Miles Johnson Parkway to 500 feet north of Buckner Road with an overall DTM width of 200 feet. These surveying services shall include locating all roadway features, utilities, sidewalks, easements, rights of ways, and property lines.

Initially, Wiser will have detailed discussions with Spring Hill representatives to identify project goals along with any areas of particular concern. We will seek the best approach to collect the information needed in the most cost effective manner possible.

The U.S. 31 corridor is an ideal environment for mobile lidar. The last thing a heavily congested roadway needs is lane closures to facilitate the survey of the road surface. Despite the best safety precautions, this will be a very dangerous place for field crews. When terrestrial lidar is used, there is no need for traffic control or for any field personnel to step into the traveled way. The use of terrestrial lidar will also provide a higher quality dataset than conventional survey. Field crews working in dangerous environments are forced to collect the minimum information needed and get out of harm's way. With lidar extraction, there is no need to "pick your shots". We build a very detailed and robust surface model that often includes information missed by conventional surveys.

Once underway, Wiser would coordinate with TDOT Region 3 staff to establish the primary survey control. TDOT has strict requirements on how the control is derived, and Wiser is very familiar with these requirements. In addition to the primary control, control targets must be placed to tie the mobile lidar data to the control network.

Lidar acquisition is completed in a single day. The capture vehicle is driven along the corridor for multiple passes at regular traffic speeds. These multiple passes assure there are no data gaps from obstructions. Each intersecting road will also be captured to whatever length is required for the design of side road tie-ins (minimum 300 feet).

The remainder of the field work will be completed by conventional survey crews locating utilities, drainage features and right of way/property line evidence.

While the field work is underway, our office staff will be conducting research on utilities, right of way and the 100+ property tracts adjacent to the project. Once the field work and research is complete, all of the information will be consolidated into a final survey document.

Our typical deliverables are in Microstation design and Geopak formats. However, we can deliver in any major CAD format. Lidar data is delivered in tiled las format and/or Bentley pod format.

The biggest challenges that this type of project typically presents are due to the environment (dangerous work site/weather delays), utility location, and right of way determination. Our mobile lidar approach removes environmental challenges by keeping people out of the roadway and completing data acquisition in a single day.

The best way to mitigate problems with utility locations is to communicate with utility owners early and often. Surveyors often rely solely on One Call to provide all of the location information. In many cases however, utility providers either refuse to field mark for surveys or aren't on the One Call system. We know how to track down whatever information we need.

Establishing the existing right of way along a multi-mile corridor has unique challenges from those of typical land surveying applications. Right-of-way is often established over many years of public use and its origins often very vague. With our many years of experience specializing in roadway surveys, Wiser has uncommon expertise in this area.

Appendix A. - Past Performance Evaluations

July 21, 2014

RE: Wiser Consultants – Letter of Recommendation

To whom it may concern:

The City of Franklin Engineering Department retained Wiser Consultants for multiple professional services, to include, but not limited to: plan preparation, NEPA documentation, TDOT Local Programs Office coordination, bidding, and Construction Engineering and Inspection.

Wiser Consultants was responsible for putting together an excellent bidding package for our 3rd Avenue North Extension Roadway Project. They performed the Construction, Engineering, and Inspection as well. They have the expertise and ability to properly manage construction projects, and have demonstrated that to us. They will definitely be performing CEI services for us again soon.

Wiser Consultants has a great working relationship with the TDOT Local Programs Office, which has helped move our upcoming 3rd Avenue North Trail/Greenway Project forward towards bidding and construction. Their work on this has shown us that they are one of the top consultants for any LPO project.

Wiser Consultants has been a pleasure to work with. I would gladly use their services again and would not hesitate to recommend them to others.

Sincerely,



William Banks
Staff Engineer
City of Franklin, TN
Engineering Department
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37065



DEPARTMENT OF DEVELOPMENT SERVICES

May 15, 2014

To whom it may concern,

Wiser Consultants performed the design of five traffic improvement projects within the City of Columbia and is currently performing construction engineering inspection for two of them. The improvements consist of traffic signal installation, intersection improvements, streetscape, drainage, and paving. The projects are receiving Federal funds administered through the State of Tennessee, which require them to abide by many funding stipulations. Wiser Consultants has always met any schedule deadline, while professionally preparing an accurate design. The firm is very capable of handling a wide array of design challenges along with leading groups to make intelligent and cost effective decisions.

I would highly recommend the use of Wiser Consultants and hope to have opportunities to continue to use them in the future. Feel free to contact me if you have additional questions or need additional information.

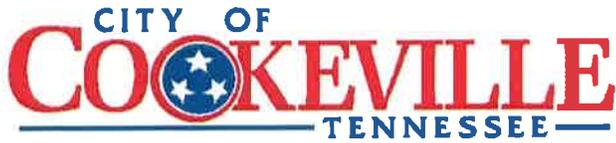
Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn Harper", is written over the typed name.

Glenn Harper, P.E.
City Engineer

Project Management		4	3	2	1	Rating
	Schedules	<u>Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule.</u>	<u>Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.</u>	<u>Deliverables for major milestones not received on time. Project Development schedule slipped due to consultant. Frequent prompting for timely receipt of deliverables required.</u>	<u>Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.</u>	<u>4.0</u>
	Responsiveness	<u>All Requests Quickly Resolved</u>	<u>Most Resolved in Reasonable Time</u>	<u>Too Much Time Required to Resolve Some Issues</u>	<u>Frequent Calls Required to Resolve Issues</u>	<u>4.0</u>
	Capability	<u>Handles Most Problems Without Help</u>	<u>Some Client Guidance Required</u>	<u>Frequent City Supervision Required</u>	<u>Department Lead Throughout Project</u>	<u>4.0</u>
	Preparedness	<u>Clearly Presented All Considerations</u>	<u>Presented Most Well, Some Oversight</u>	<u>Presentations Backed by Few Facts</u>	<u>Little Thought Given to Alternates</u>	<u>4.0</u>
	Leadership	<u>On Top Of Project At All Times</u>	<u>Knowledgeable in Most Facets of Project</u>	<u>Some Involvement with Project</u>	<u>Little Knowledge of Project</u>	<u>4.0</u>
Budget	<u>Costs billed to date is consistent with progress of work completed and accepted by the Department.</u>	<u>Costs billed to date exceeds the percentage of work completed and accepted by the Client. Underestimation supplement less than 5%.</u>	<u>Costs billed to date exceeds the percentage of work completed and accepted by the Client. Underestimation supplement less than 10%.</u>	<u>Costs billed to date exceeds the percentage of work completed and accepted by the Client. Underestimation supplement greater than 10%.</u>	<u>4.0</u>	

Quality Accuracy Deliverables		4	3	2	1	Rating
	Preliminary Plans	<u>Deliverables received were accurate and complete.</u>	<u>Most deliverables received were accurate and complete. Some rework required.</u>	<u>Major or Numerous Errors and Omissions.</u>	<u>Incomplete or Unacceptable Submission</u>	<u>4.0</u>
	Public Meeting Presentations	<u>Presentations clear and easily understood. Provided sufficient personnel.</u>	<u>Presentations mostly understood. Provided adequate personnel.</u>	<u>Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.</u>	<u>Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.</u>	<u>4.0</u>
	Right-of-Way Plans	<u>Deliverables received, including construction estimate, were accurate, complete and in appropriate format.</u>	<u>Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.</u>	<u>ROW plans revisions required due to plans errors and/or omissions. Construction estimate failed to include major items of work.</u>	<u>Several ROW plans revisions required due to plans errors and/or omissions. Construction estimate failed to include major items of work.</u>	<u>4.0</u>
Constructions Plans	<u>Deliverables received were accurate and complete.</u>	<u>Most deliverables received were accurate and complete. Some rework required.</u>	<u>Major or Numerous Errors and Omissions.</u>	<u>Incomplete or Unacceptable Submission</u>	<u>4.0</u>	



Department of Public Works

1115 East Spring Street
Cookeville, TN 38501
Phone: 931-520-5249 Fax: 931-520-0629

May 15, 2014

To Whom It May Concern:

I am pleased to recommend the Wisser Company as an engineering consultant. We are currently using Wisser for the design of a new interstate collector street. Their staff is experienced and very knowledgeable of Tennessee Department of Transportation requirements. They have been invaluable in helping the city navigate through environmental and design concerns on our project.

Again, I would not hesitate to recommend Wisser as an engineering consultant.

Sincerely,

A handwritten signature in black ink that reads "Greg Brown".

Greg Brown, P.E.
City of Cookeville
Public Works Director

City of Cookeville Public Works Department

Project Management		4	3	2	1	Rating	
	Schedules	<u>Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule.</u>	<u>Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.</u>	<u>Deliverables for major milestones not received on time. Project Development schedule slipped due to consultant. Frequent prompting for timely receipt of deliverables required.</u>	<u>Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.</u>		<u>3.9</u>
	Responsiveness	<u>All Requests Quickly Resolved</u>	<u>Most Resolved in Reasonable Time</u>	<u>Too Much Time Required to Resolve Some Issues</u>	<u>Frequent Calls Required to Resolve Issues</u>		<u>4.0</u>
	Capability	<u>Handles Most Problems Without Help</u>	<u>Some Client Guidance Required</u>	<u>Frequent City Supervision Required</u>	<u>Department Lead Throughout Project</u>		<u>4.0</u>
	Preparedness	<u>Clearly Presented All Considerations</u>	<u>Presented Most Well, Some Oversight</u>	<u>Presentations Backed by Few Facts</u>	<u>Little Thought Given to Alternates</u>		<u>4.0</u>
	Leadership	<u>On Top Of Project At All Times</u>	<u>Knowledgeable in Most Facets of Project</u>	<u>Some Involvement with Project</u>	<u>Little Knowledge of Project</u>		<u>3.9</u>
Budget	<u>Costs billed to date is consistent with progress of work completed and accepted by the Department.</u>	<u>Costs billed to date exceeds the percentage of work completed and accepted by the Client. Underestimation supplement less than 5%.</u>	<u>Costs billed to date exceeds the percentage of work completed and accepted by the Client. Underestimation supplement less than 10%.</u>	<u>Costs billed to date exceeds the percentage of work completed and accepted by the Client. Underestimation supplement greater than 10%.</u>		<u>4.0</u>	

Quality Accuracy Deliverables	Preliminary Plans	<u>Deliverables received were accurate and complete.</u>	<u>Most deliverables received were accurate and complete. Some rework required.</u>	<u>Major or Numerous Errors and Omissions.</u>	<u>Incomplete or Unacceptable Submission</u>	<u>4.0</u>
	Public Meeting Presentations	<u>Presentations clear and easily understood. Provided sufficient personnel.</u>	<u>Presentations mostly understood. Provided adequate personnel.</u>	<u>Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.</u>	<u>Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.</u>	<u>3.8</u>
	Right-of-Way Plans	<u>Deliverables received, including construction estimate, were accurate, complete and in appropriate format.</u>	<u>Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.</u>	<u>ROW plans revisions required due to plans errors and/or omissions. Construction estimate failed to include major items of work.</u>	<u>Several ROW plans revisions required due to plans errors and/or omissions. Construction estimate failed to include major items of work.</u>	<u>4.0</u>
	Constructions Plans	<u>Deliverables received were accurate and complete.</u>	<u>Most deliverables received were accurate and complete. Some rework required.</u>	<u>Major or Numerous Errors and Omissions.</u>	<u>Incomplete or Unacceptable Submission</u>	<u>N/A</u> Have not reached

TENNESSEE DEPARTMENT OF TRANSPORTATION

Consultant Performance Evaluation

2011

Consultant: **Wiser Company, LLC** Construction Contract No.: **CNG070**
 County: **Bradley** Agreement No: **E1292**
 Project Description: **Cleveland ITS and Signal Improvements**

Scope of Work: **CONSTRUCTION INSPECTION**

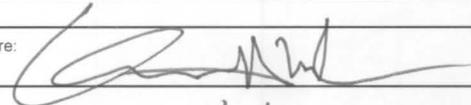
RATINGS						
		4	3	2	1	Score
Project Management	Submittals	Turn-in dates always met.	Turn-in dates met frequently with little prompting required.	Sometimes meets the turn-in date. Frequent prompting required.	Never meets turn-in date.	4
	Responsiveness	All requests/issues quickly resolved.	Most requests/issues resolved in reasonable time.	Too much time required to resolve some requests/issues.	Frequent calls required to resolve requests/issues.	4
	Capability	Department guidance required very seldomly.	Department guidance required seldomly.	Department guidance required frequently.	Department guidance required at all times.	3.75
	Leadership	Knowledgeable in all facets of project.	Knowledgeable in most facets of project.	Somewhat knowledgeable of project.	Little knowledge of project.	3.75
	Budget	Costs billed to date is consistent with the progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	4

RATINGS						
		4	3	2	1	Score
Quality and Accuracy	Project documentation	Accurate and complete	Minor or few errors and omissions	Major or numerous errors and omissions	Incomplete or unacceptable submission	4
	Invoices	Accurate and complete	Minor or few errors and omissions	Major or numerous errors and omissions	Incomplete or unacceptable submission	4
	Progress Payments	Accurate and complete	Minor or few errors and omissions	Major or numerous errors and omissions	Incomplete or unacceptable submission	4
	Records Closeout	Completed accurately and promptly	Completed with a few errors but promptly	Completed with several errors and took more time than expected	Completed with several errors and/or took much more time than expected	3.5
					TOTAL SCORE	35
					MAXIMUM POSSIBLE SCORE	36

Percent of Contract Completed: **100%**

RATING	3.89
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COMMENTS: Wiser is working on corrections to final records so that final payment can be made.

Rated By:	Name: Kenneth M. Flynn	Signature: 
	Title: Regional Construction Manager	Date: 3/2/12
Reviewed By:	Name:	Signature:
	Title: Assistant Director Construction Division	Date:

TENNESSEE DEPARTMENT OF TRANSPORTATION

Consultant Performance Evaluation for the year 2010

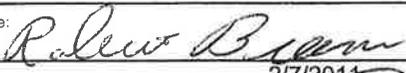
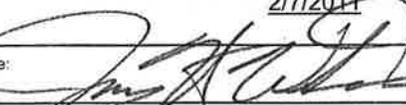
Consultant: Wiser
Project Route: SR-28 (US-127)
Description: from Near Hollow Lane to Near Lowe Road
Complexity: Rural 4 lane Divided roadway, meanders along the existing two lane roadway.
Scope of Work: Design Only

Contract No.:
County: Cumberland

RATINGS							
		4	3	2	1	Rating	Wtd Rating
Project Management	Schedules	Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule. Overall project development progress exceeds expectations.	Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.	Deliverables for major milestones not received on time, Project Development schedule slipped due to consultant, Frequent prompting for timely receipt of deliverables required	Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.	3.6	7.2
	Responsiveness	All Requests Quickly Resolved	Most Resolved in Reasonable Time	Too Much Time Required to Resolve Some Issues	Frequent Calls Required to Resolve Issues	3.5	3.5
	Capability	Handles Most Problems Without Help	Some Department Guidance Required	Frequent Department Supervision Required	Department Lead Throughout Project	3.5	3.5
	Preparedness	Clearly Presented All Considerations	Presented Most Well, Some Oversight	Presentations Backed by Few Facts	Little Thought Given to Alternates	3.7	3.7
	Leadership	On Top Of Project At All Times	Knowledgeable in Most Facets of Project	Some Involvement with Project	Little Knowledge of Project	3.7	3.7
	Budget	Costs billed to date is consistent with progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	4	4
Quality and Accuracy of Deliverables	Preliminary Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	3.7	3.7
	Public Meeting Presentations	Presentations clear and easily understood. Provided sufficient personnel.	Presentations mostly understood. Provided adequate personnel.	Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.	Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.	N/A	N/A
	Right-of-Way Plans	Deliverables received, including construction estimate, were accurate, complete and in appropriate format.	Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.	ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	Several ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	N/A	N/A
	Construction Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	N/A	N/A
(TOTAL SCORE)							29.3
(MAXIMUM POSSIBLE SCORE)							32

COMMENTS:

RATING	3.66
---------------	-------------

Rated by:	Name:	Robert Braun	Signature:	
	Title:	Roadway Specialist Supervisor 2	Date:	2/7/2011
Reviewed by:	Name:	Jim Waters	Signature:	
	Title:	Assisnant Director, Design Division	Date:	2/7/2011

TENNESSEE DEPARTMENT OF TRANSPORTATION

Consultant Performance Evaluation

2009 & 2010

Consultant:

Wiser Company, LLC

Contract No.: E1328

County:

State Wide

Project Description:

Mapping Consultant for the Office of Aerial Surveys

Scope of Work:

SURVEY ONLY

		RATINGS				
		4	3	2	1	Score
Project Management	Schedules	Turn-in dates met. Anticipates and resolves issues which may adversely affect schedule. Overall project development exceeds expectations.	Turn-in dates met with little prompting from Department. Schedule delays, if any, unrelated to consultant. Project development progress meets expectations.	Turn-in dates slipped due to consultant. Frequent prompting required. Project development progress needs improvement.	Unsatisfactory progress. Significant schedule delays due to consultant.	3.9
	Responsiveness	All Requests Quickly Resolved	Most Resolved in Reasonable Time	Too Much Time Required to Resolve Some Issues	Frequent Calls Required to Resolve Issues	3.6
	Capability	Handles Most Problems Without Help	Some Department Guidance Required	Frequent Department Supervision Required	Department Lead Throughout Project	3.6
	Preparedness	Clearly Presented All Considerations	Presented Most Well, Some Oversight	Presentations Backed by Few Facts	Little Thought Given to Alternates	3.7
	Leadership	On Top Of Project At All Times	Knowledgeable in Most Facets of Project	Some Involvement with Project	Little Knowledge of Project	3.7
	Budget	Costs billed to date is consistent with the progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	3.9

		RATINGS				
		4	3	2	1	Score
Quality and Accuracy	Survey	Accurate and Complete	Minor or Few Errors and Omissions	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	3.9
					(TOTAL SCORE)	26.3
					(MAXIMUM POSSIBLE SCORE)	28

Percent of Contract Completed:

Contract Stage:

RATING	3.76
---------------	-------------

COMMENTS: _____

Rated By:	Name: <u>Dana Sommer</u>	Signature: <i>Dana Sommer</i>
	Title: <u>GIS Analyst III</u>	Date: <u>2-7-11</u>
Reviewed By:	Name: <u>Jim Waters</u>	Signature: <i>Jim Waters</i>
	Title: <u>Asst. Director</u>	Date: <u>2-14-11</u>

TENNESSEE DEPARTMENT OF TRANSPORTATION
Consultant Performance Evaluation
for the year 2008

Consultant: Wiser
 Project Route: SR 99
 Description: From Cason Lane to SR 96

Contract No.: E0975
 County: Rutherford

Scope of Work: Survey and Design

		RATINGS				Rating	Wtd Rating
		4	3	2	1		
Project Management	Schedules	Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule. Overall project development progress exceeds expectations.	Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.	Deliverables for major milestones not received on time. Project Development schedule slipped due to consultant. Frequent prompting for timely receipt of deliverables required	Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.	3.8	7.6
	Responsiveness	All Requests Quickly Resolved	Most Resolved in Reasonable Time	Too Much Time Required to Resolve Some Issues	Frequent Calls Required to Resolve Issues	3.8	3.8
	Capability	Handles Most Problems Without Help	Some Department Guidance Required	Frequent Department Supervision Required	Department Lead Throughout Project	3.8	3.8
	Preparedness	Clearly Presented All Considerations	Presented Most Well. Some Oversight	Presentations Backed by Few Facts	Little Thought Given to Alternates	3.8	3.8
	Leadership	On Top Of Project At All Times	Knowledgeable in Most Facets of Project	Some Involvement with Project	Little Knowledge of Project	3.8	3.8
	Budget	Costs billed to date is consistent with progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	4	4
Quality and Accuracy of Deliverables	Preliminary Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	N/A	N/A
	Public Meeting Presentations	Presentations clear and easily understood. Provided sufficient personnel.	Presentations mostly understood. Provided adequate personnel.	Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.	Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.	3.8	3.8
	Right-of-Way Plans	Deliverables received, including construction estimate, were accurate, complete and in appropriate format.	Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.	ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	Several ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	N/A	N/A
	Construction Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	N/A	N/A
(TOTAL SCORE)							30.6
(MAXIMUM POSSIBLE SCORE)							32

COMMENTS:

RATING **3.83**

Rated by:	Name:	Anita Price	Signature:	<i>Anita Price</i>
	Title:	C.E. Manager I	Date:	2-27-09
Reviewed by:	Name:	Carolyn Stonecipher	Signature:	<i>Carolyn Stonecipher</i>
	Title:	Assistant Director, Design Division	Date:	3/2/09



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

ROADWAY DESIGN DIVISION
SUITE 1300, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2221

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 11, 2014

Mr. James Kerr
Wiser Consultants, LLC
1427 Kensington Square Court
Murfreesboro, TN 37130

Subject: Roadway Design Division Consultant Evaluations – Aerial Survey

Dear Mr. Kerr:

The Roadway Design Division Consultant Evaluations for calendar year 2013 are complete. The evaluations rated eleven performance measures of project management and the quality of deliverables on a scale from 1 to 4. Individual evaluations were averaged to produce an overall rating for each firm. Attached are copies of your 2013 evaluations.

For the 2013 calendar year, the statewide average of completed evaluations for on-call aerial survey contracts was 3.43. The average of evaluations completed for Wiser was 3.60. Should you have any questions or concerns about your rating, please contact me or the Aerial Survey project monitor who is overseeing the specific project.

Although the release date of these ratings is earlier than in recent years, it is still later than I would like it to be. It will continue to be our goal to provide these ratings by March 1st of the following year. Thank you for your patience and cooperation.

Sincerely,

K. Jennifer Lloyd, P.E.
Director, Roadway Design Division

KJL/jj
Attachment

cc: Freddy Miller Ataur Rahman Anita Price

TENNESSEE DEPARTMENT OF TRANSPORTATION
 Consultant Performance Evaluation
 for the year 2013

Consultant: Wisner Consultants, LLC
 Project Route: N/A - Base Mapping
 Description: Region 4 County-Wide Orthophotography

Contract No.: E1503
 County: Crockett, Dyer, Gibson, Lako, Lauderdale, and Obion

Scope of Work: Creating six county-wide orthophotography mosaic tiles and Mr. Sid files from TDOT Aerial Photographs and Aerotriangulation

		RATINGS				Rating	Wtd Rating
		4	3	2	1		
Project Management	Schedules	Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule. Overall project development progress exceeds expectations.	Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.	Deliverables for major milestones not received on time. Project Development schedule slipped due to consultant. Frequent prompting for timely receipt of deliverables required	Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.	2.7	5.4
	Responsiveness	All Requests Quickly Resolved	Most Resolved in Reasonable Time	Too Much Time Required to Resolve Some Issues	Frequent Calls Required to Resolve Issues	3.8	3.8
	Capability	Handles Most Problems Without Help	Some Department Guidance Required	Frequent Department Supervision Required	Department Lead Throughout Project	4	4
	Resources	Experienced Designer assigned to project, with necessary supervision	Intermediate Level Designer assigned to project, with necessary supervision	Inexperienced designer assigned to project, with necessary supervision	Inexperienced staff assigned to project, with minimal supervision	4	4
	Leadership	On Top Of Project At All Times	Knowledgeable in Most Facets of Project	Some Involvement with Project	Little Knowledge of Project	4	4
	Budget	Costs billed to date is consistent with progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	4	4
Difficulty	Project Type	Interchange Project, Urban State Route Widening	Interstate Widening, State Route on New Alignment, Rural State Route Widening	Bridge Replacement, Intersection Improvement	RSAR, Signal Project, Lighting Project,	0	0
Quality and Accuracy of Deliverables	Preliminary Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	0	0
	Public Meeting Presentations	Presentations clear and easily understood. Provided sufficient personnel.	Presentations mostly understood. Provided adequate personnel.	Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.	Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.	0	0
	Right-of-Way Plans	Deliverables received, including construction estimate, were accurate, complete and in appropriate format.	Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.	ROW plans revisions required due to plans errors and/or omissions. Construction estimate failed to include major items of work	Several ROW plans revisions required due to plans errors and/or omissions. Construction estimate failed to include major items of work	0	0
	Construction Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	0	0
						(TOTAL SCORE)	25.2
						(MAXIMUM POSSIBLE SCORE)	28
						FINAL RATING	3.60

Rated by:	Name:	Dana Sommer	Signature:	<i>Dana Sommer</i>
	Title:	GIS Analyst III	Date:	3/10/2014

COMMENTS:

Reviewed by:	Name:	<i>Jim Waters</i>	Signature:	<i>Jim Waters</i>
	Title:	Assistant Director, Design Division	Date:	3/13/14

COMMENTS:

Reviewed By: *Jennifer Lloyd*
 Carolyn Stonecipher, Director, Design Division

5/28/14
 Date



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

ROADWAY DESIGN DIVISION
SUITE 1300, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2221

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 11, 2014

Mr. James Kerr
Wiser Consultants, LLC
1427 Kensington Square Court
Murfreesboro, TN 37130

Subject: Roadway Design Division Consultant Evaluations – Field Survey

Dear Mr. Kerr:

The Roadway Design Division Consultant Evaluations for calendar year 2013 are complete. The evaluations rated eleven performance measures of project management and the quality of deliverables on a scale from 1 to 4. Individual evaluations were averaged to produce an overall rating for each firm. Attached are copies of your 2013 evaluations.

For the 2013 calendar year, the statewide average of completed evaluations for on-call field survey contracts was 3.16. The average of evaluations completed for Wiser was 3.29. Should you have any questions or concerns about your rating, please contact me or the Survey project monitor who is overseeing the specific project.

Although the release date of these ratings is earlier than in recent years, it is still later than I would like it to be. It will continue to be our goal to provide these ratings by March 1st of the following year. Thank you for your patience and cooperation.

Sincerely,

A handwritten signature in cursive script that reads "K. Jennifer Lloyd".

K. Jennifer Lloyd, P.E.
Director, Roadway Design Division

KJL/jj
Attachment

cc: Freddy Miller Ataur Rahman Anita Price

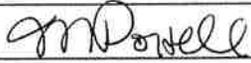
TENNESSEE DEPARTMENT OF TRANSPORTATION
 Consultant Performance Evaluation
 for the year 2013

Consultant: Wiser
 Project Route: I-24
 Description: Interchange at SR-10 (RSAR)

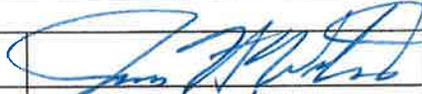
Contract No.: E1768
 County: Rutherford

Scope of Work: Survey

		RATINGS				Rating	Wtd Rating
		4	3	2	1		
Project Management	Schedules	Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule. Overall project development progress exceeds expectations.	Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.	Deliverables for major milestones not received on time. Project Development schedule slipped due to consultant. Frequent prompting for timely receipt of deliverables required	Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.	3	6
	Responsiveness	All Requests Quickly Resolved	Most Resolved in Reasonable Time	Too Much Time Required to Resolve Some Issues	Frequent Calls Required to Resolve Issues	4	4
	Capability	Handles Most Problems Without Help	Some Department Guidance Required	Frequent Department Supervision Required	Department Lead Throughout Project	4	4
	Resources	Experienced Designer assigned to project, with necessary supervision	Intermediate Level Designer assigned to project, with necessary supervision	Inexperienced designer assigned to project, with necessary supervision	Inexperienced staff assigned to project, with minimal supervision	4	4
	Leadership	On Top Of Project At All Times	Knowledgeable in Most Facets of Project	Some Involvement with Project	Little Knowledge of Project	4	4
	Budget	Costs billed to date is consistent with progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	4	4
Difficulty	Project Type	Interchange Project, Urban State Route Widening	Interstate Widening, State Route on New Alignment, Rural State Route Widening	Bridge Replacement, Intersection Improvement	RSAR, Signal Project, Lighting Project,	1	1
Quality and Accuracy of Deliverables	Preliminary Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	3	4.5
	Public Meeting Presentations	Presentations clear and easily understood. Provided sufficient personnel.	Presentations mostly understood. Provided adequate personnel.	Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.	Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.	0	0
	Right-of-Way Plans	Deliverables received, including construction estimate, were accurate, complete and in appropriate format.	Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.	ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	Several ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	0	0
	Construction Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	0	0
(TOTAL SCORE)							31.5
(MAXIMUM POSSIBLE SCORE)							38
FINAL RATING							3.32

Rated by:	Name:	Melissa Portell	Signature:	
	Title:	Transportation Project Specialist	Date:	3/11/2014

COMMENTS:

Reviewed by:	Name:	Jim Waters	Signature:	
	Title:	Assistant Director, Design Division	Date:	3/12/14

COMMENTS:

Reviewed By: 
 Carolyn Stonecipher, Director, Design Division

Date: **5/28/14**

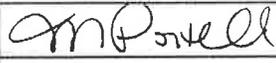
TENNESSEE DEPARTMENT OF TRANSPORTATION
 Consultant Performance Evaluation
 for the year 2013

Consultant: Wisner
 Project Route: SR-99
 Description: Intersection at Patton Drive in Columbia

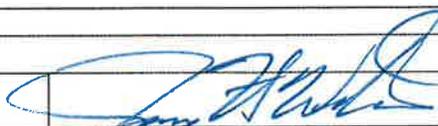
Contract No.: E1768
 County: Maury

Scope of Work: Survey

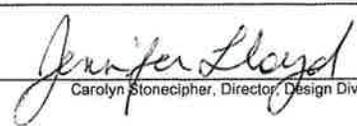
		RATINGS				Rating	Wtd Rating
		4	3	2	1		
Project Management	Schedules	Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule. Overall project development progress exceeds expectations.	Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.	Deliverables for major milestones not received on time. Project Development schedule slipped due to consultant. Frequent prompting for timely receipt of deliverables required	Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.	3	6
	Responsiveness	All Requests Quickly Resolved	Most Resolved in Reasonable Time	Too Much Time Required to Resolve Some Issues	Frequent Calls Required to Resolve Issues	4	4
	Capability	Handles Most Problems Without Help	Some Department Guidance Required	Frequent Department Supervision Required	Department Lead Throughout Project	3.5	3.5
	Resources	Experienced Designer assigned to project, with necessary supervision	Intermediate Level Designer assigned to project, with necessary supervision	Inexperienced designer assigned to project, with necessary supervision	Inexperienced staff assigned to project, with minimal supervision	4	4
	Leadership	On Top Of Project At All Times	Knowledgeable in Most Facets of Project	Some Involvement with Project	Little Knowledge of Project	4	4
	Budget	Costs billed to date is consistent with progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	4	4
Difficulty	Project Type	Interchange Project, Urban State Route Widening	Interstate Widening, State Route on New Alignment, Rural State Route Widening	Bridge Replacement, Intersection Improvement	RSAR, Signal Project, Lighting Project,	1	1
Quality and Accuracy of Deliverables	Preliminary Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	3	4.5
	Public Meeting Presentations	Presentations clear and easily understood. Provided sufficient personnel.	Presentations mostly understood. Provided adequate personnel.	Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.	Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.	0	0
	Right-of-Way Plans	Deliverables received, including construction estimate, were accurate, complete and in appropriate format.	Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.	ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	Several ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	0	0
	Construction Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	0	0
						(TOTAL SCORE)	31
						(MAXIMUM POSSIBLE SCORE)	38
FINAL RATING							3.26

Rated by:	Name:	Melissa Portell	Signature:	
	Title:	Transportation Project Specialist	Date:	3/11/2014

COMMENTS:

Reviewed by:	Name:	Jim Waters	Signature:	
	Title:	Assistant Director, Design Division	Date:	3/12/14

COMMENTS:

Reviewed By: 
 Carolyn Stonecipher, Director, Design Division

5/28/14
 Date



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

ROADWAY DESIGN DIVISION
SUITE 1300, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2221

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 11, 2014

Mr. James Kerr
Wiser Consultants, LLC
1427 Kensington Square Court
Murfreesboro, TN 37130

Subject: Roadway Design Division Consultant Evaluations - Design

Dear Mr. Kerr:

The Roadway Design Division Consultant Evaluations for calendar year 2013 are complete. The evaluations rated eleven performance measures of project management and the quality of deliverables on a scale from 1 to 4. Individual evaluations were averaged to produce an overall rating for each firm. Attached are copies of your 2013 evaluations.

For the 2013 calendar year, the statewide average of completed evaluations for design contracts was 3.49. The average of evaluations completed for Wiser was 3.57. Should you have any questions or concerns about your rating, please contact me or the Design project monitor who is overseeing the specific project.

Although the release date of these ratings is earlier than in recent years, it is still later than I would like it to be. It will continue to be our goal to provide these ratings by March 1st of the following year. Thank you for your patience and cooperation.

Sincerely,

A handwritten signature in cursive script that reads "K. Jennifer Lloyd".

K. Jennifer Lloyd, P.E.
Director, Roadway Design Division

KJL/jj
Attachment

cc: Freddy Miller Ataur Rahman Anita Price

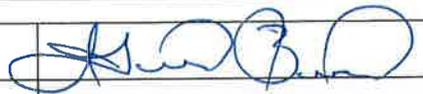
TENNESSEE DEPARTMENT OF TRANSPORTATION
 Consultant Performance Evaluation
 for the year 2013

Consultant: Wisner Company, LLC
 Project Route: SR-268 (Thompson Lane)
 Description: From SR-1 (US-41/70S) To SR-10

Contract No.: E1747
 County: Rutherford

Scope of Work: Survey, Design, Lighting & Signals

		RATINGS				Rating	Wtd Rating
		4	3	2	1		
Project Management	Schedules	Deliverables received in advance of the scheduled turn in dates. Anticipates and resolves issues which may adversely affect schedule. Overall project development progress exceeds expectations.	Deliverables for major milestones received on time. Any schedule delays unrelated or outside the control of the consultant. Overall project development progress meets expectations.	Deliverables for major milestones not received on time. Project Development schedule slipped due to consultant. Frequent prompting for timely receipt of deliverables required.	Deliverables for major milestones consistently late. Significant schedule delays due to consultant. Overall unsatisfactory project development progress.	3.6	7.2
	Responsiveness	All Requests Quickly Resolved	Most Resolved in Reasonable Time	Too Much Time Required to Resolve Some Issues	Frequent Calls Required to Resolve Issues	3.7	3.7
	Capability	Handles Most Problems Without Help	Some Department Guidance Required	Frequent Department Supervision Required	Department Lead Throughout Project	3.6	3.6
	Resources	Experienced Designer assigned to project, with necessary supervision	Intermediate Level Designer assigned to project, with necessary supervision	Inexperienced designer assigned to project, with necessary supervision	Inexperienced staff assigned to project, with minimal supervision	3.7	3.7
	Leadership	On Top Of Project At All Times	Knowledgeable in Most Facets of Project	Some Involvement with Project	Little Knowledge of Project	3.7	3.7
	Budget	Costs billed to date is consistent with progress of work completed and accepted by the Department.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 5 %	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement less than 10 %.	Costs billed to date exceeds the percentage of work completed and accepted by the Department. Underestimation supplement greater than 10 %.	3.6	3.6
Difficulty	Project Type	Interchange Project, Urban State Route Widening	Interstate Widening, State Route on New Alignment, Rural State Route Widening	Bridge Replacement, Intersection Improvement	RSAR, Signal Project, Lighting Project,	3	3
Quality and Accuracy of Deliverables	Preliminary Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	3.6	5.4
	Public Meeting Presentations	Presentations clear and easily understood. Provided sufficient personnel.	Presentations mostly understood. Provided adequate personnel.	Presentations satisfactory with some errors and omissions. Provided less than adequate personnel.	Presentations unsatisfactory with numerous errors and omissions. Little or no personnel provided.	NA	NA
	Right-of-Way Plans	Deliverables received, including construction estimate, were accurate, complete and in appropriate format.	Deliverables, including construction estimate, accurate and complete. Minor or few errors and omissions.	ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	Several ROW plans revisions required due to plans errors and /or omissions. Construction estimate failed to include major items of work	NA	NA
	Construction Plans	Deliverables received were accurate and complete.	Most deliverables received were accurate and complete. Some rework required.	Major or Numerous Errors and Omissions	Incomplete or Unacceptable Submission	NA	NA
						(TOTAL SCORE)	33.9
						(MAXIMUM POSSIBLE SCORE)	38
						FINAL RATING	3.57

Rated by:	Name:	Jim Bivens	Signature:	
	Title:	Transportation Project Specialist Supervisor II	Date:	3/12/2014

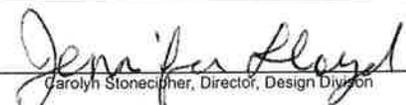
COMMENTS:

Contract approved December 2013. Project currently in survey and preliminary ROW phase. Approximately 17% survey completed and 34% preliminary plans completed.

Reviewed by:	Name:	Frederick M. Miller	Signature:	
	Title:	Assistant Director, Design Division	Date:	4/8/2014

COMMENTS:

Reviewed By:


 Carolyn Stonecipher, Director, Design Division

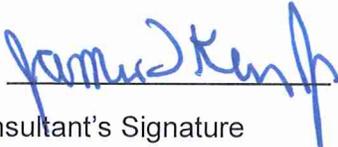
5/28/14
 Date

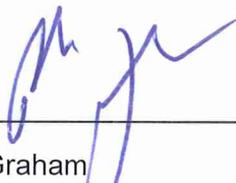
CITY OF SPRING HILL, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRING HILL CONTRACT No. 2015-0001

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Spring Hill, Tennessee, hereinafter referenced as "City", and Wisser Consultants, hereinafter referenced as "Consultant", who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide professional services in connection with the City's project hereinafter referenced as Project. The Project is described as follows:

In accordance with the attached Scope of Work (Attachment A), the Consultant shall perform Survey item 1 and Planning item 4 in the lump sum amount of \$43,200.00. Additionally, the Consultant shall provide TDOT Coordination services on an hourly, not to exceed amount of \$10,000.00

BY: 
Consultant's Signature
Title: Senior Vice President
Date: 06-22-2015

BY: 
Rick Graham
Mayor
Date: 6/26/15

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 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. However, nothing in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 paragraph.

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 contract 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 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.

6.3 Should City request changes in the scope, extent, or character of the Project, the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS AND 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 with 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 AND 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 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 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 their 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 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 its 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

The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that any 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI - CIVIL RIGHTS ACT OF 1964. The City and the 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 The 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 its 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 the City and the Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The 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 in the courts of Maury County or Williamson County, Tennessee based on the location of the project. If the Project provides services that cover the whole City or the services are not tied to a physical location, then the choice of forum and venue shall be in the courts of Maury 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 the Contract. No arbitration or mediation shall be binding.

12.2 Upon deliberate breach of the Contract 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 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.



ATTACHMENT "A"

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SCOPE of WORK
FOR
HIGHWAY 31 SURVEY and FUNCTIONAL PLANNING
From 500-ft south of Miles Johnson Parkway to just north of Buckner Road

May 13, 2015

Prepared by
WISER CONSULTANTS, LLC

May 13, 2015

Wiser understands the following items to be included within the scope of work for this project:

Survey and planning services to be provided along Highway 31 are based upon the limits extending from 500-ft south of Miles Johnson Parkway to just north of Buckner Road.

Survey

1. Wiser will mobile scan the corridor to expedite data collection and will subcontract mobile scanning surveying services with EMC, Inc. to assist in collection of this data. Scanning will also include those side roads for any existing or proposed signalized intersections, up to a distance of 1,000-ft. This information will be processed into a raw data file that shows x, y, and z point information. Field crew(s) will be deployed to establish primary ground control to assist with the lidar acquisition. Perform feature extraction from the lidar data collected along Hwy 31, consisting of roadway lines, above-ground assets, and overhead utilities which will allow development of a basic *workable* survey in cadd format. The captured data will be declassified and a basic digital terrain model (DTM) developed.

As time will allow during the same day as the mobile scanning is being performed along Hwy. 31, Wiser will also mobile scan various other roads or corridors as desired by the City, with the intent that the City may utilize this information for future planning and/or design. This data will be processed into separate x, y, z point file(s) and given to City for their use. Wiser will also maintain this data until such time the City desires further processing and/or survey information is needed. Time to meet with the City for tutoring how to use this information is included. No feature extraction or DTM development of this particular data will be performed at this time.

Estimated Cost = \$42,000

2. Field crew(s) will be deployed to locate underground utilities, drainage inverts, and locate right-of-way/property corners. This information will be added to the survey information previously developed. (As a cost savings benefit, Wiser **will not** provide certain aspects normally associated with a typical TDOT survey, such as calculating existing drainage area information, creating existing roadway and drainage profiles, time for review and coordination, etc.)

Estimated Additional Cost = \$21,000

3. Property information will be established to coincide with property corners and right-of-way information previously located. Final right-of-way determination of individual parcels and easements will be developed. Final drafting will be performed to all phases of work previously performed to further develop the overall survey. A final DTM will be developed incorporating all elements and features of the entire survey.

Estimated Additional Cost = \$12,000

Total Estimated Survey Cost = \$75,000

Planning

4. Upon completion of the survey, Wiser Consultants will meet with City officials to review results of the survey and discuss existing conditions and obstacles along Hwy 31. Wiser will develop a color roll plot containing aerial imagery with the recently completed survey for this meeting. Minimum widths and obstacles will be identified. Based on input from the meeting, Wiser will formulate a plan to study the corridor and proceed as directed by the City.

Estimated Cost = \$1,200

TDOT Coordination

5. Provide technical expertise to assist and guide the City of Spring Hill with understanding the TDOT process for funding and developing projects. This service will consist of a variety of consultation as needed by the City including but not limited to, attendance at City committee meetings, City council meetings, project coordination, meetings with TDOT, etc. This coordination will be on an as-needed hourly basis, with a not-to-exceed unless authorized by the City.

Hourly Not-To-Exceed Cost = \$10,000

The project will be developed using the following assumptions and criteria:

1. The TDOT standard Design Guidelines, TDOT Planning criteria, drawings, and specifications will be used as the basis for developing functional layout.

Items that are not included within the scope of work and can be negotiated at a later date as additional services.

1. Perform any type of real estate appraisal of cost estimate for right-of-way and/or easement acquisition.
2. Survey updates due to residential, commercial or industrial development.
3. Development of a property acquisition table.
4. More than one coordination meeting to discuss proposed alternatives.
5. More than one public meeting or presentation and one meeting with the Board of Alderman.
6. Environmental studies, evaluation, mitigation, or permitting to identify wetlands, ecological plant and/or animal species, hazardous material, air/noise evaluation, or archeological sites within or near the stated project limits.
7. Studies, design, or traffic data collection for the purpose to design or modify intersections.
8. Study or evaluation outside the project limits.

The following will be provided or paid by the City of Spring Hill

1. Williamson County aerial imagery and tax map data.
2. Existing traffic data, if necessary.
3. Property access notification for Surveying.
4. GIS information for any existing utilities.

Considering the information presented herewith, this proposal will be a Lump Sum - Not to Exceed contract in the amount of **\$ 76,200.00** for survey and planning services, and, Hourly – Not-To-Exceed amount of \$10,000.00 for TDOT coordination services. This fee includes all materials and expenses for copies, plan sheets, postage, and mileage. Based on the nature of this project, Wisser understands the City may authorize a Notice-To-Proceed for the entire scope of work or certain phases, whereby the remaining phases may be authorized at a later date.

This fee proposal does not include the items within our scope defined under “*Items that can be negotiated at a later date.*”

ATTACHMENT B

Schedule of Hourly Fees

March 1, 2015 – March 1, 2016

Professional Services	Current Rates
Principal Engineer	\$ 173.25
Senior Engineer	\$ 147.00
Senior Project Manager	\$ 147.00
Project Manager	\$ 130.00
Project Engineer	\$ 115.50
Engineering Intern II	\$ 99.75
Engineering Intern I	\$ 80.00
CAD Technician I	\$ 84.00
CAD Technician II	\$ 94.50
Resident Project Representative	\$ 73.50
Registered Land Surveyor	\$ 110.00
1 Person Survey Crew	\$ 95.00
2 Person Survey Crew	\$ 141.75
3 Person Survey Crew	\$ 175.00
Survey CAD Technician	\$ 84.00
Utility Coordinator	\$ 95.00
Cartographic Manager	\$ 110.00
Certified Photogrammetrist	\$ 100.00
Cartographic Tech II	\$ 94.50
Cartographic Tech I	\$ 84.00
Lidar Technician II	\$ 94.50
Lidar Technician I	\$ 84.00
Clerical Staff	\$ 68.25