

RESOLUTION 19-13

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH VOLKERT, INC. TO PREPARE NEPA AND PRELIMINARY ENGINEERING FOR THE BUCKNER ROAD/I-65 INTERCHANGE AND ACCESS ROADS PROJECT

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen and Planning Commission adopted the 2040 Major Thoroughfare Plan in 2014; and

WHEREAS, the Major Thoroughfare Plan identified the construction of the Buckner Road Interchange and associated access roads as a high priority project for implementation by the City; and

WHEREAS, the City submitted an Interstate Access Request (IAR) to TDOT and FHWA prepared by Volkert, Inc. that was subsequently approved by TDOT and FHWA authorizing NEPA and preliminary engineering work to be performed for the project; and

WHEREAS, the City with assistance from Volkert, Inc. submitted an application for the Better Utilizing Investment to Leverage Development (BUILD) Grant in July 2018 that was subsequently awarded to the City by the USDOT/FHWA in the amount of \$25M with specific contractual and schedule stipulations; and

WHEREAS, upon award of the BUILD Grant the City was notified of specific completion schedule requirements in order to receive BUILD Grant funding including contractual commitments for construction being awarded by September 2020; and

WHEREAS, in order to satisfy completion of schedule requirements of the BUILD Grant the City will be formally engaging the Tennessee Department of Transportation to provide Design-Build services to deliver right-of-way design and acquisition, final construction design, and construction of the Interchange and approach roads and associated infrastructure improvements and related design-build services; and

WHEREAS, the completion of NEPA and Preliminary Engineering will require the expedient engagement of a professional engineering consultant to expeditiously complete such services in advance of the Design-Build process to be performed by the TDOT; and

WHEREAS, the Tennessee Department of Transportation notified the City of Spring Hill providing authorization to deviate from the Brooks Act procurement policy (TDOT Local Programs Form 1-2) for the BUILD Grant awarded to the City due to time constraints referencing such flexibility is allowed under 23 CFR 172 (see Q&A); and

WHEREAS, Volkert, Inc. at the request of City staff prepared a Professional Services Agreement attached hereto as Exhibit "A" containing a proposal to perform NEPA and Preliminary Engineering services as more specifically outlined in the Scope of Work for a lump sum fee of \$1,345,000.00; and

WHEREAS, the Board of Mayor and Aldermen approved Ordinance 19-02 on February 4, 2019 containing a budget amendment to appropriate a total of \$1.4M utilizing Traffic Impact Fee funds for professional services and establishment of a design contingency budget for the Buckner Road Interchange and associated approach roads project; and

WHEREAS, the Budget & Finance Committee on February 4, 2019 favorably recommended approval of the professional services agreement and authorization for the Mayor to execute said agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen of the City of Spring Hill authorizes the Mayor as follows:

1. To execute a Professional Services Agreement with Volkert, Inc. attached hereto as Exhibit "A" to prepare NEPA and Preliminary Engineering for the Buckner Road/I-65 Interchange and associated access roads to east and west of Interchange as more fully described in Scope of Work attached therein for a lump sum fee of \$1,345,000.00. Funding for this work shall be as outlined in Ordinance 19-02 approved by the Board of Mayor and Aldermen.
2. A Contingency Budget shall be established in the amount of \$55,000 to be utilized on an as-needed basis to address unforeseen conditions and additional services that may be required to complete the NEPA and Preliminary Engineering.
3. Funding allocations for each segment of the project including contingency shall be as outlined in Ordinance 19-02 approved by the Board of Mayor and Aldermen.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 4th day of February, 2019.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

CITY OF SPRING HILL, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Spring Hill, Tennessee, hereinafter referenced as "City", and VOLKERT, INC., hereinafter referenced as "Consultant", who mutually agrees 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:

Provide professional services for the preliminary engineering and environmental services related to the Buckner Road interchange at I-65 and the extension of Buckner Road from Buckner Lane to SR 106 / Lewisburg Pike.

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by CITY that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation. The Scope of Services is included in Attachment A of this agreement.

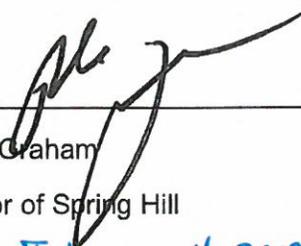
The total lump sum cost for professional services set forth in this agreement shall be **One Million Three Hundred Forty Five Thousand Dollars (\$1,345,000)**.

BY: 

Bob Polk

Title: Senior Vice President

Date: 2/5/2019

BY: 

Rick Graham

Mayor of Spring Hill

Date: February 4, 2019

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 Article.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this service 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. Upon execution of this agreement, consultant will provide an overall project schedule to the City.

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 The Consultant's billings will be submitted to the City on a monthly basis and monthly payments shall be made to the consultant in an amount equal to one hundred percent (100%) of the earned fee for the month in question, the earned fee being defined as the percent of the total

lump sum payment proportioned to the degree of total assignment completed, less all previous payments..

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].

9.4 Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

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. 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 Agreement. No arbitration or mediation shall be binding.

12.1 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL. The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, 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

SCOPE OF SERVICES

GENERAL

The Buckner Road Interchange at I-65 project from Buckner Lane to US 431 (Lewisburg Pike) in the City of Spring Hill and Williamson County will be studied and engineered under the management of the City of Spring Hill and in coordination with the Tennessee Department of Transportation. Volkert, as a consultant to the City, will develop preliminary design plans suitable for design/build and complete a NEPA Environmental Assessment (EA) document. It is understood that the project will be let by TDOT as a design/build project and that right-of-way plans, construction plans, right of way acquisition, permits, bid documents, and bidding assistance will be the responsibility of TDOT. Volkert will provide Owner's Representation services on behalf of the City. A detailed scope of services and associated fees for Owner's Representation services will be determined at the conclusion of the PE/NEPA process.

TASK 1 – Survey (to be completed by sub consultant)

A standard TDOT roadway database survey will be prepared for the corridor from Buckner Lane to Lewisburg Pike, and I-65. The width of the Buckner Road corridor will be 300 feet wide, generally 150 feet each side of the centerline of the proposed Buckner Road. Additionally extensions along major side roads (Bucker Lane and Lewisburg Pike identified in the Interchange Access Request (IAR)) and Interstate 65 will be surveyed a length 500 feet in each direction. Minor side roads will be surveyed a length of 300 feet in each direction if necessary. Corridor width for Buckner Lane and Lewisburg Pike will be 300 feet wide. Corridor width for minor side roads will be 150 feet wide, including the proposed access for Pratt Road. The corridor width to be surveyed for I-65 will be 500 feet aerial and field survey limits up to Present ROW. It is understood that the Buckner Road centerline may be adjusted from that shown in the Interchange Access Request. The provided fee assumes that the desired centerline will be identified by the City prior to beginning the field work.

Property surveys will be conducted for up to 16 property tracts along the corridor for Buckner Road based on the IAR.

The survey will comply with the most current version of the TDOT Survey Manual and will be delivered in Microstation DGN format along with utility owner information, property owner contact records and acquisition tables, TIN files, and GPK file.

TASK 2 – Geotechnical Investigation (to be completed by sub consultant)

The scope of services provided includes performing a subsurface exploration program including drilling, sampling, and laboratory testing to support engineering analyses and development of geotechnical recommendations pertinent to the design and construction

of the alignments in general accordance with TDOT specifications. The scope of services is broken into three phases and is provided below:

- 1) Buckner Road between the interchange and Buckner Lane - assumed length of approximately 3,600 LF and modifications to Buckner Lane for turn lanes.
 - Twelve borings set at about 400 foot spacing on the alignment and two borings for Buckner Lane work
 - Borings advanced to refusal or 15 feet, SPT sampling/testing, three bulk samples
 - Traffic control required for near road borings along Buckner Lane
 - Lab testing for index, classification, and strength of soils (moisture, plasticity, Proctor, CBR)
 - Report to address site work and grading, geologic hazards, and pavement design

- 2) I-65 interchange and Pratt Road connector
 - Twelve borings for bridges including 4 at each abutment and 4 total for two center bents
 - Bridge borings advanced to refusal, SPT sampling/testing, rock coring at 6 borings
 - Twelve borings for ramps (3 each) and 5 borings for 1,500 LF Pratt Road connector
 - Road borings advanced to refusal or 15 feet, SPT sampling/testing, three bulk samples
 - Traffic control required for right of way access and drilling (3 days)
 - Lab testing for index, classification, and strength of soil and rock (moisture, plasticity, Proctor, and compressive strength)
 - Report to address site work and grading, geologic hazards, pavement design, foundation recommendations, and LRFD bridge design parameters

- 3) Buckner Road east of interchange to US 431 (SR 106) - assumed length of about 4,800 LF and modifications to SR106 for turn lanes.

- Twelve borings set at about 400 foot spacing on the alignment and two borings for SR 106 work
- Borings advanced to refusal or 15 feet, SPT sampling/testing, five bulk samples
- Traffic control required for near road borings along SR 106
- Lab testing for index, classification, and strength of soil (moisture, plasticity, Proctor, CBR)
- Report to address site work and grading, geologic hazards, and pavement design

Stipulations

- Proposed cut /excavation requirements will not exceed 10 feet; drilling footage may be increased or decreased at individual borings to achieve drilling depths well below finished cut grades (total footage remain same)
- Road alignment and bridge structures will be staked for reference in boring layout
- Borings will be backfilled with auger cuttings, and remaining spoils left on top of filled borehole or scattered nearby
- No fees or effort for clearing, mowing or other mobility or rig/equipment access support are included in our costs or scope
- Senior engineer will coordinate with landowners, visit sites to lay out borings and perform general site reconnaissance
- One-Call locators will clearly mark buried utilities at areas to be explored before sub consultant or their subs arrive
- Sub consultant and subcontract driller will not be responsible for damage to buried features not made known to us
- Owner to provide right of access to areas of exploration
- No site restoration is considered above backfilling and plugging the borings once with auger cuttings
- Environmental services are excluded from the scope of the geotechnical study
- Delivery of the reports concludes all services included in the geotechnical scopes and fee quotes.

TASK 3 – Preliminary Engineering

Preliminary Plans will be developed to the extent required by the TDOT Design Guidelines. A horizontal alignment and profile grade acceptable to the City of Spring Hill and TDOT will be developed. It is our understanding that improvements to Buckner Lane as well as Buckner Road improvements west of Buckner Lane are not included in this project. Typical sections will be determined for Buckner Road, Interstate 65, and all side roads. Properties will be identified with owner and tract number. Cross drain locations will be identified and sizes determined, but no closed storm sewer system will be designed at this time. Roadway cross sections will be cut at an interval of fifty feet along the centerline and preliminary slopes set. Side road and driveway profiles will also be designed. Preliminary bridge, interchange, traffic signal, lighting, and signage and striping plans are included in this scope of services. The preliminary plans will include the following sheets: title, typical sections, property map and acquisition table, present layout, proposed layout, profile, right-of-way detail (if needed), side road profile, driveway profile, drainage map, culvert sections, and roadway cross sections.

The deliverables for this task will include the following:

- Preliminary roadway plans for use by TDOT in a design/build project. Items identified on the TDOT Preliminary Plans Checklist will be provided.
- Preliminary layout of the bridge over Interstate 65
- Preliminary traffic signal layouts for the signals at Buckner Lane, the Diverging Diamond Interchange, and Lewisburg Pike.
- Preliminary lighting roll plot
- Preliminary pavement marking and signage roll plot
- Preliminary traffic control roll plot

TASK 4 – NEPA Document

The studies and analysis outlined herein are intended to outline the information necessary to obtain environmental clearance for the proposed new Interstate 65 Interchange between Buckner Lane and US 431/SR 106/Lewisburg Pike. The proposed project also includes connector roads to Buckner Lane and US 431/SR 106/Lewisburg Pike.

For the purpose of this Scope of Services, it is understood the proposed alternative for National Environmental Policy Act (NEPA) evaluation is from the previously approved Interchange Access Request report and includes the construction of a Diverging Diamond Interchange on I-65 and the extension of Buckner Road from Buckner Lane to the new interchange and on to US 431.

It is assumed that an Environmental Assessment (EA) will be prepared for the project. However, TDOT and FHWA will make the final determination regarding the Class of

Action required to comply with NEPA. For the purposes of this Scope of Services, it is also assumed that one (1) Build Alternative and the No Build Alternative will be carried forward through the NEPA process. Construction permits are not included in this scope.

The environmental study process will begin with a review of existing planning documents and other available data and files pertaining to the project. Volkert will obtain from the City and TDOT pertinent materials and will review them for use in the development of the EA for the project. The materials will be used to provide Volkert with an understanding of the background of the project and potential issues to be addressed in the EA.

Next, Volkert will refine the Purpose and Need for the project and define the study area. A draft Purpose and Need Chapter will be initiated during the earliest phases of the project and will be reviewed by the FHWA.

At the onset of the study, Volkert will collect secondary source data that is readily available from the City and various federal and state agencies. Information will also be gathered from the community and stakeholders during public involvement. A field reconnaissance visit will be conducted to verify the collected data. The secondary source data shall include, but not be limited to information pertaining to the following:

- Land Use (existing and planned),
- Natural Resources (wetlands, streams, threatened and endangered species),
- Cultural Resources (historic structures, archaeological sites),
- Soils,
- Community Features (churches, cemeteries, schools),
- Socio-Economic (census data, demographics, economics), and
- Potential hazardous materials sites.

The collected data will be mapped using GIS to identify any potential impacts associated with the proposed project.

It is assumed that seven (7) NEPA technical studies will be required for this project:

- Public Information Summary Report,
- Public Hearing Summary Report,
- Phase I Cultural Resources Report,
- Natural Resources Report (wetlands, streams, threatened and endangered species, wildlife),
- Noise Analysis Report,
- Air Analysis Report, and a

- Phase I Hazardous Materials Site Assessment Report.

The results of the technical studies will be used for coordination and concurrence with the necessary federal and state resource agencies. It is anticipated that no relocations will be required for the project, therefore a Conceptual Stage Relocation Plan (CSRP) analysis will not be required.

A review of available information also indicates no Section 4(f) or Section 6(f) resources are located near the project; therefore, it is assumed no Section 4(f) or Section 6(f) analyses will be required.

Volkert researched the US Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPaC) database for threatened and endangered species, migratory birds and critical habitat that may occur in the vicinity of the project. The IPaC is a good resource for general information but it should not be used as an official list of species that may occur along the project. Volkert will obtain an official list from the USFWS at the beginning of the project. The IPaC states no critical habitat for any species is present in the study area. The IPaC listed the following threatened or endangered species as potentially occurring within the study area:

- Gray Bat (Endangered)
- Indian Bat (Endangered)
- Northern Long-eared Bat (Threatened)
- Leafy Prairie-clover (Endangered)
- Price's Potato-bean (Threatened)

For the purposes of this scope, it is assumed that no aquatic or bat surveys will be required. It is assumed that potential impacts to bats can be avoided by best management practices.

Several migratory bird species were included in the IPaC. It is assumed that potential impacts to migratory birds can be avoided by best management practices.

Initial Coordination

Volkert will coordinate with the City and TDOT Region 3 Local Programs NEPA staff to prepare Initial Coordination Packages to be distributed to various agencies. The initial coordination package will include a transmittal letter, project location map and project data summary sheet. The responses to early coordination will be incorporated into the NEPA document. The coordination package will be sent to the agencies listed in the TDOT Environmental Procedures Manual. Agencies will have 30 days to respond to the coordination package.

Public Information Meeting

The purpose of this task is to share the proposed improvements with the public and encourage them to provide input on preliminary design prior to the completion of the NEPA document. One (1) public information meeting will be held in the project area once the preliminary design and results of the technical studies are available. Volkert will prepare illustrative boards and handouts and the City will facilitate the meetings. Volkert will arrange and schedule the meeting location, and will provide the court reporter if deemed necessary. Volkert will also participate in a planning session for the public information meeting.

Deliverables for the public information meeting include the following:

- Public Meeting Notice to be advertised in newspapers with circulation in the area.
- Boards illustrating the proposed improvements.
- Handout describing the proposed improvements and results of technical studies.
- Sign-in sheets and agenda.
- PowerPoint presentation (5 to 7 minutes) describing the proposed improvements.
- Comment Cards.
- A Public Information Meeting Summary Report.

Initial and Final Draft Environmental Assessment

The purpose of this task is the development of the EA documentation, consistent with the requirements of the Council on Environmental Quality (CEQ) and using the FHWA Technical Advisory as a guide. Volkert will incorporate the Purpose and Need statement, the alternatives considered and information and results of the technical studies into the EA. The mandatory elements identified in the FHWA Technical Advisory and the Tennessee Environmental Procedures Manual will be incorporated. Where appropriate, proposed and/or potential mitigation measures will be discussed.

As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of impacts and comparison of impacts. The text will be written in a user-friendly manner, incorporating the use of photos, summaries of findings at the beginning of major sections, and comparison tables. The Executive Summary will be written in a user-friendly format, to present a clear explanation of the project, making extensive use of photos, tables and figures.

Volkert will produce the initial draft of the EA and provide an internal quality review prior to submission to TDOT. This will include Quality Control Checklists and a review of the appendix references.

Following the receipt of comments from TDOT's Environmental Division on the initial draft of the EA, Volkert will revise the draft EA and resubmit the new version for review. If necessary, Volkert will participate in a meeting with TDOT to review their comments on the draft EA. Once the draft EA is approved, Volkert will submit the draft EA to TDOT for transmittal to the FHWA.

Following the FHWA's review, Volkert will revise the EA accordingly and will resubmit the revised document for approval. Upon approval by FHWA, Volkert will produce ten (10) printed copies of the final version to be distributed. Volkert will also provide a PDF version of the EA for posting on the City's and TDOT's website.

The initial and final draft environmental assessment deliverables include the following:

- Initial Draft of the EA (2 hard copies and electronic copies).
- Revised Draft of the EA (2 hard copies and electronic copy).
- Final version of Draft EA (10 hard copies and electronic copies).

Public Hearing

The purpose of this task is to publish and circulate the EA, to hold the Public Hearing and to receive comments on the project and the EA findings.

In accordance with Public Hearings, 23 USC 128, one (1) Public Hearing will be held for the project to receive comments from the public on the EA and the project. Input from the Public Hearing and public comment period will be used by the City to make a decision on the selected alternative.

Volkert's role in the Public Hearing will be to:

- Identify and confirm with the City on the location and time for the Public Hearing.
- Participate in planning meetings for the Public Hearing.
- Print and distribute hearing flyers prior to the Public Hearing.
- Prepare a handout, to include a project description, a map showing the build alternative, and a summary of findings, to be distributed at the Public Hearing, and will prepare a series of exhibits to be placed in the room to illustrate the project and the EA findings. If desired, this material may be placed on the City or TDOT website prior to the hearing.
- Prepare a 5 to 7-minute PowerPoint presentation, including development of the script and graphics and narration. The draft presentation will be submitted to the City for

review and will be revised by Volkert, prior to its use at the Public Hearing. The presentation will describe the project and present the findings of the EA.

- Attend the meeting to assist the City in responding to comments and questions.
- It is assumed that the City will provide a Court Reporter for the Hearing.

Following the end of the public comment period, and upon receipt of the public and agency comment forms and letters and the transcript of the Public Hearing, Volkert will prepare the Public Hearing Summary. The Public Hearing Summary will describe the Public Hearing and opportunities for public comment, and summarize the comments received. A draft of the summary will be submitted to the City and TDOT for review and a revised version will be produced if needed.

The public hearing deliverables are as follows:

- Notices for Public Hearing.
- Public Hearing Handouts.
- PowerPoint Presentation for Public Hearing.
- Visual with Screen.
- Exhibits of the Build Alternative.
- Flyer announcing the Public Hearing and mailing labels for the mass mailing.
- Sign-in sheets and agenda.
- Comment Cards.
- Site Audio/Visual Equipment.
- A Public Hearing Summary Report.

Final Environmental Document

The final environmental document will be prepared to address substantive comments on the EA. This scope of work assumes that minimal additional environmental and engineering studies will be required for the Final Environmental Document. The Final Environmental Document will describe the mitigation measures for the Selected Alternative and identify any unresolved issues.

Volkert will produce an initial draft final environmental document and will provide an internal quality review prior to submittal to TDOT. The initial final environmental document will be submitted to the TDOT Environmental Division for the initial review.

Following the receipt of comments from the TDOT Environmental Division on the initial draft of the final environmental document, Volkert will revise the draft and resubmit the new version for review by TDOT and FHWA. If necessary, Volkert will participate in a meeting with TDOT and FHWA to review comments and the proposed responses on the

draft final environmental document. Volkert will prepare a revised draft that will be submitted to FHWA for approval.

Upon approval by FHWA, Volkert will produce printed copies of the final version to be distributed. Volkert will also provide an electronic (PDF) version of the final environmental document for posting on the City's and TDOT's website.

The final environmental document deliverables include the following:

- Revised Draft Final Environmental Document (2 hard copies and electronic copy).
- Final Environmental Document (10 hard copies and electronic copies).

TASK 5 (Additional Services)

Task 5 includes additional services that will be negotiated at the time of need. These services include, but are not limited to Owners Representative for the entirety of the project through construction completion. Owners Representative services could include, but are not limited to, design review for the design-build process, QA/QC, right-of-way services, construction engineering services, environmental services including NEPA compliance and permit application review, public involvement, procurement services, or construction phase services.

Should additional travel or expenses be incurred beyond mileage to the project site, City of Spring Hill, Williamson County, TDOT Region 3 or Headquarters, or FHWA TN Division office, Volkert will request approval for reimbursement for said expenses prior to scheduling travel. These expenses are considered above and beyond those included in the lump sum fee.



REQUEST: Approval of Resolution 19-13

SUBMITTED BY: Chuck Downham, Assistant City Administrator

DATE: February 4, 2019

RE: Resolution to Authorize Mayor to Execute Professional Services Agreement with Volkert, Inc. to provide NEPA/Preliminary Engineering Services for Buckner Road Interchange Project

ATTACHMENTS: Resolution 19-13; Professional Services Agreement from Volkert, Inc. to provide NEPA/Preliminary Engineering Services for Buckner Road Interchange Project

PURPOSE:

To approve Resolution 19-13 to authorize the Mayor to execute a Professional Services Agreement for professional services with Volkert, Inc. to provide NEPA and Preliminary Engineering services for the Buckner Road Interchange Project.

BACKGROUND:

The City adopted the current Major Thoroughfare Plan in 2014 to guide future investment in transportation infrastructure in the City of Spring Hill. The Buckner Road/I-65 Interchange Project was identified as a high priority project for implementation in order to address City and regional transportation needs. The current draft Major Thoroughfare Plan under review also identifies the Buckner Road Interchange Project as a high priority project. To advance the implementation of the project, the City with professional engineering support from Volkert, Inc. submitted an Interstate Access Request (IAR) to the TDOT and FHWA that was subsequently approved by TDOT and FHWA in early 2018 authorizing the ability for the City to move forward with NEPA and preliminary engineering for the project. In July 2018, the City with assistance from Volkert, Inc. submitted an application for the Better Utilizing Investment to Leverage Development (BUILD) Grant. The City received notification from the USDOT/FHWA a grant in the amount of \$25M was being awarded to the City to be utilized for the Buckner Road Interchange project that includes the interchange itself as well as new access roads on the east and west of the interchange intersecting with Buckner Lane and SR-431, respectively.

The BUILD Grant requires rigorous and timely execution of project design and construction in the completion of the project for which the grant was awarded including obligating funds by September 30, 2020. In order to satisfy this requirement, the City will be formally engaging the Tennessee Department of Transportation (TDOT) to provide Design-Build services to deliver right-of-way design and acquisition, final construction design, and construction of the project. One of the most critical and time-sensitive components of the project is the preparation of NEPA and preliminary design plans that must be completed in support of the procurement by TDOT of design-build services to complete the remainder of the project. The TDOT authorized the City to deviate from the Brooks Act procurement policy (TDOT Local Programs Form 1-2) for the BUILD Grant awarded to the City due to time constraints referencing such flexibility is allowed under 23 CFR 172; thus, allowing the City to move forward directly with procuring professional services to complete the required NEPA and preliminary engineering for the project.

Volkert, Inc., at the request of the City, prepared a Professional Services Agreement to perform NEPA and Preliminary Engineering services for the Buckner Road Interchange Project. The Scope of Work provides the necessary services and deliverables in support of the NEPA and Preliminary Engineering requirements to advance the project to the procurement of design-build services by TDOT. The NEPA and Preliminary Engineering work will be completed by early 2020 to allow the TDOT to move forward with procuring design-build services for the remaining components of the project. Volkert proposes to complete the NEPA and Preliminary Engineering services for a lump sum fee in the amount of \$1,345,000. The Agreement is under review by the City Attorney and will provide commentary during the Board meeting on any refinements that may be necessary to the agreement before executing by the Mayor.

FINANCIAL IMPACT:

The proposed Professional Services Agreement from Volkert provides a lump sum fee of \$1,345,000 for providing NEPA and Preliminary Engineering services for the Buckner Road Interchange Project. The professional services are being funded from available uncommitted funds totaling \$1.4M from the Traffic Impact Fee fund that were approved in Ordinance 19-02 by the Board specifically for this professional services agreement. In addition to the professional services agreement, City staff is also recommending the Board approve a contingency budget for design services in the amount of \$55,000 with funding to be provided from the Traffic Impact Fee fund allocation referenced above. In the event the contingency fund is not needed or there is a portion of the contingency remaining, those funds will be returned to the Traffic Impact Fee fund for use on other arterial projects. The funding allocation for each segment and contingency budget for the project shall be as provided in Ordinance 19-02.

STAFF RECOMMENDATION:

Staff recommends the Board approve Resolution 19-13 to authorize the Mayor to execute a Professional Services Agreement with Volkert, Inc. to provide NEPA and Preliminary Engineering services for the Buckner Road Interchange Project at a lump sum fee of \$1,345,000. Staff further recommends that Board approve the establishment of a design contingency budget in the amount of \$55,000 for the project. Funding for the professional services and contingency budget will be provided from available uncommitted funds within the Traffic Impact Fee fund allocated for each segment including contingency budget as reflected in Ordinance 19-02 approved by the Board of Mayor and Aldermen in support of this project.