

July 20, 2016

VIA EMAIL: dswartz@nolensvilletn.gov

Mr. Don Swartz, P.E.
Town Engineer
Town of Nolensville
7218 Nolensville Road
Nolensville, Tennessee 37135

**RE: ADDENDUM 1 - SUNSET ROAD IMPROVEMENTS
FROM WALLER ROAD TO NOLENSVILLE ROAD
NOLENSVILLE, TENNESSEE**

Dear Don:

Per our conversation, I have enclosed herein an addendum for the Sunset Road project prior to final development of construction plans for Sections 1 and 2.

Per our original proposal, we have updated the items that were shown as budgets, including the Mill Creek crossing hydraulics and hydrology study which will be necessary, the bridge structural design completion, and geotechnical engineering to support both the bridge and roadway improvements along Sections 1 and 2. In addition to these items, we have included within our addendum specific items for which we have completed work outside the scope to assist the Town with alternative reviews, cost estimates, right-of-way research alternative studies, and utility coordination. These items have been undertaken over the last 18 months and reduced our ability to complete construction plans with the dollars remaining in the original proposal.

At the time of the original proposal, the project was not yet fully scoped in terms of the design concept, typical section, and details associated with right-of-way, drainage, or overall project limits. Ragan-Smith proposed an initial study phase which clarified these elements and further prepared preliminary plans to identify design details and impacts. Following the preliminary phase, Ragan-Smith developed right-of-way plans which further detailed the design and impact of the project.

Since completion of the right-of-way plans in early 2015, Ragan-Smith has awaited further direction and consideration by the Town of Nolensville leadership as well as provided additional assistance on specific tasks and items that have become added items within the scope as addressed herein. We have enumerated these items (Items A-K) along with our estimate of fees on the attached addendum breakdown. Some of these items have been completed or partially completed, and some items are yet to be completed.

We have also shown additional services for both the hydraulic study of Mill Creek, No Rise submittal, permitting and structural design, along with geotechnical investigation of the entire project including the bridge structures, roadway and pavement.

As shown in the breakdown on the following page, the total amount requested for Addendum 1 is \$125,225, which includes \$45,825 in sub-consultant fees for bridge structural design and geotechnical services.

Sunset Road Widening Sections 1 and 2

| IV ADDENDUM I | Total | RS | Benesch | K-H | TTL |
|--|-------------------|------------------|------------------|-----|------------------|
| A Mill Creek Hydraulics & Hydrology, No-Rise | \$ 9,000 | | \$ 9,000 | | |
| B Bridge Structural Design | \$ 21,325 | | \$ 21,325 | | |
| C Geotechnical Investigation, Pavement Coring | \$ 15,500 | | | | \$ 15,500 |
| D Utility Coordination | \$ 8,500 | \$ 8,500 | | | |
| E Public Meeting to Support ROW Acquisition | \$ 7,500 | \$ 7,500 | | | |
| F Meetings, Presentations with City, Staff, BOMA, ROW Acquisition Assistance | \$ 7,500 | \$ 7,500 | | | |
| G Benington & Winterset Subdivision ROW Research, Staking | \$ 11,200 | \$ 11,200 | | | |
| H Alternatives Study, Phasing Options, Cost Estimates Ph 1a,1b,3 | \$ 14,200 | \$ 14,200 | | | |
| I Additional Survey Church Property and New Subdivision | \$ 7,500 | \$ 7,500 | | | |
| J Stream Determination, Stream Relocation, Permitting & Mitigation | \$ 14,500 | \$ 14,500 | | | |
| K Added Right Turn Lane | \$ 8,500 | \$ 8,500 | | | |
| Total | \$ 125,225 | \$ 79,400 | \$ 30,325 | | \$ 15,500 |

| CONTRACT RECAP | CONTRACT FEES | | | | |
|---|---------------------|---------------------|--------------------|-------------------|------------------|
| | Total Amnt | RS | Benesch | K-H | TTL |
| I Preliminary Study & Preliminary Plans (30%) | \$ 83,400 | \$ 78,400 | \$ 2,000 | \$ 3,000 | \$ - |
| II Section 1 Design | \$ 58,600 | \$ 51,100 | \$ - | \$ - | \$ 7,500 |
| III Section 2 Design | \$ 83,100 | \$ 52,100 | \$ 19,000 | \$ - | \$ 12,000 |
| Total Original Proposal | \$ 225,100 | \$ 181,600 | \$ 21,000 | \$ 3,000 | \$ 19,500 |
| Invoiced PTD | \$ (184,392) | \$ (168,067) | \$ (13,325) | \$ (3,000) | \$ - |
| Amount Remaining | \$ 40,708 | \$ 13,533 | \$ 7,675 | \$ - | \$ 19,500 |
| Amount Requested | \$ 125,225 | \$ 79,400 | \$ 30,325 | \$ - | \$ 15,500 |
| Balance Fwd | \$ 165,933 | \$ 92,933 | \$ 38,000 | \$ - | \$ 35,000 |



SCHEDULE

Ragan-Smith and our sub-consultants are ready to initiate field work on the following items immediately:

- Stream Determination for Stream Relocation
- Geotechnical Investigation
- Hydraulic and Hydrologic Study for Mill Creek
- Staking Survey for Benington and Winterset Woods Right-of-Way

Other items shown in the scope, including construction plans preparation, will be completed after the geotechnical investigation and structural capacity of the existing pavement structure have been verified and the pavement design is complete.

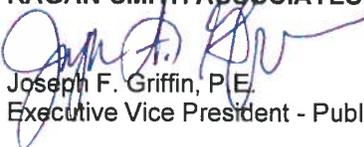
AUTHORIZATION AND ACCEPTANCE

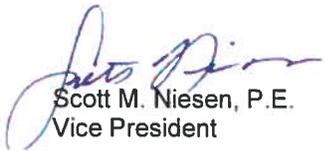
The current contract includes Design Services and Associated Fees for Section 3 (Waller Road to Benington Place) in the amount of \$117,600. This is approximately the amount requested in this addendum (\$125,225). Since Section 3 is not now currently programmed or anticipated, Ragan-Smith and team, with authorization from the Town, can utilize the Funds shown for Section 3 (\$117,600) and bill items in the Addendum request on an hourly basis not to exceed \$117,600. This may alleviate the need to request new funding since funds for Section 3 are not now anticipated to be utilized. If this is acceptable, please acknowledge by signing and returning the appropriate authorization below.

We appreciate the opportunity to provide this proposal for continuing services to the Town of Nolensville. If you have any questions, we would be glad to discuss with you at your convenience. If you agree to the terms outlined herein, please sign and return a copy which will serve as authorization to proceed.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.


Joseph F. Griffin, P.E.
Executive Vice President - Public Sector


Scott M. Niesen, P.E.
Vice President

JFG:djb

Enclosure

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED PER ADDENDUM 1:

By: _____ Date: _____

Printed/Typed Name: _____ Title: _____

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED UTILIZING SECTION 3 FUNDS:

By: _____ Date: _____

Printed/Typed Name: _____ Title: _____

RAGAN-SMITH ASSOCIATES, INC.

SCHEDULE OF SERVICES AND EXPENSES

CONTRACT TERMS AND CONDITIONS

Professional Services

| <u>Classification</u> | <u>Hourly Rate</u> |
|---------------------------------|---------------------------|
| Principal / Company Officer | \$180.00 |
| Senior Project Manager | 160.00 |
| Project Manager | 140.00 |
| Professional Engineer | 120.00 |
| • Civil Engineer | |
| • Traffic Engineer | |
| • Hydrology/Hydraulics Engineer | |
| • Environmental Engineer | |
| • Construction Engineer | |
| Planner | \$110.00 |
| Registered Landscape Architect | 110.00 |
| Registered Land Surveyor | 110.00 |

Technical Services

| <u>Classification</u> | <u>Hourly Rate</u> |
|------------------------------|---------------------------|
| Senior Designer | \$100.00 |
| Designer | 85.00 |
| Senior Technician | 90.00 |
| Technician | 80.00 |
| Administrative Assistant | 75.00 |

Construction Services

| <u>Classification</u> | <u>Hourly Rate</u> |
|------------------------------|---------------------------|
| Construction Manager | \$140.00 |
| Senior Inspector | 95.00 |
| Inspector | 75.00 |

Field Survey Services

| <u>Classification</u> | <u>Hourly Rate</u> |
|------------------------------|---------------------------|
| Two Man Survey Crew | \$130.00 |
| Three Man Survey Crew | 175.00 |

Expenses

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

| | |
|--|------------------|
| Travel: | Cost |
| Travel and subsistence expenses (Lodging, meals, mileage, etc.) | |
| Subcontracts: | Cost |
| Sundries / Review/Submittal Fees: | Cost |
| Printing/reproductions: | Commercial Rates |

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT – Ragan-Smith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from Ragan-Smith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of Ragan-Smith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE – Ragan-Smith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by Ragan-Smith.

CONCEALED OR UNKNOWN CONDITIONS – If conditions are encountered at the site that are concealed or unknown, then Ragan-Smith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST – When requested by the Client, Ragan-Smith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS – Client will grant or obtain free access to the site for all equipment and personnel necessary for Ragan-Smith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Ragan-Smith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of Ragan-Smith nor the presence of Ragan-Smith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE – Ragan-Smith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the project to both the Client and Ragan-Smith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of Ragan-Smith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$50,000 or Ragan-Smith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE – Ragan-Smith and Client waive their right to recover consequential damages against each other, and Ragan-Smith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS – Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS – The parties agree that the design services provided by Ragan-Smith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of Ragan-Smith's services, and the parties agree that Ragan-Smith will have lien rights in and to the property to the extent of the services provided by Ragan-Smith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and Ragan-Smith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, Ragan-Smith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.