

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0287**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **TRC Environmental Corporation (TRC)**, hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering related technical and/or survey services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

Ecological and Archaeological Survey for the Spencer Creek and South Prong Drainage Basin Sanitary Sewer Projects

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical and/or survey services and related technical services for the Project in accordance with the Scope of Work. The Scope of Work as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid a Lump Sum Fee as contained in **Attachment A** in the Amount of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00)
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2015.

BY: _____
Consultant’s Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

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 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 fee and the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 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 his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's 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 days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 **TRAVEL; EXPENSES**
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 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 their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than 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 exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, 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.



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Attachment A
COF 2015-0287

July 7, 2015

Patricia Proctor
City of Franklin
Engineering Department
109 Third Avenue South
Franklin, TN 37065

**Subject: City of Franklin, TN – Ecology and Archaeology Scope of Work
for the Spencer Creek and South Prong Drainage Basin Gravity Sewer
Projects, Williamson County, Tennessee**

Dear Ms. Proctor:

TRC Environmental Corporation (TRC) has developed this Scope of Work in response to a request to conduct ecological and archaeological studies to support activities associated with the Spencer Creek Gravity Sewer Rehab Project and South Prong Drainage Basin Sewer Project. For this Scope of Work, TRC's understanding of the project and its limits come from those described in the information provided in the emails from Michael Orr of Hazen and Sawyer to Jared Barrett of TRC dated June 16-18, 2015. The proposed Spencer Creek Project consists of the planned installation of 1,622 linear feet of 36-inch gravity sewer line to replace an existing sewer section. The South Prong Drainage Basin Project consists of the planned installation of approximately 636 linear feet of 36-inch gravity sewer line to replace an existing sewer section. TRC's scope for natural resources and archaeological permitting support for the planned sewer improvements is described below:

Scope of Work

TRC's Scope of Work for the proposed Project includes the following tasks and assumptions.

Task 1 – Initial correspondence with USFWS and WRD

Prior to conducting the field assessment, TRC will conduct inquiries to the US Fish and Wildlife Service (USFWS) and Tennessee Department of Environment & Conservation (TDEC), Tennessee Natural Heritage Inventory Program to determine the federal and state listed species which could potentially be within the Project Study Area. TRC will consult the USFWS Information, Planning, and Conservation System (IPaC) to determine what federally listed species could occur in Williamson County, Tennessee. TRC will also review the TDEC Rare Species online Database to determine what state listed species could occur in Williamson County. TRC will also request a Project review by the TDEC and request a list of all tracked elements within three (3) miles of the Project Study Area.

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Task 2 – Environmental Field Assessment

TRC environmental scientists will conduct a field assessment of the 1,622 linear foot Spencer Creek project route and the 636 linear foot South Prong Drainage Basin project route.

The field assessment will include the identification of potential waters of the United States (US) and/or the state of Tennessee. Identification of waters of the US will be conducted in accordance with the 1987 US Army Corps of Engineers (USACE) *Wetland Delineation Manual* and the 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0*. If found, limits of waters of the US and the state of Tennessee will be recorded using a Global Positioning System (GPS) unit capable of at least sub-meter accuracy. Unless requested, numerically and sequentially labeled flags denoting the location of waters of the US and/or the state of Tennessee will not be left in the field.

The field assessment will also include an evaluation of habitats within the Project Study Area for use by federal and/or state listed species. During the field assessments, ecologists will note habitat types available within the Study Area on field datasheets and by hand on aerial imagery. Only essential habitats for federally listed species will be recorded using a unit capable of sub-meter accuracy GPS. Unless requested, numerically labeled flags denoting the location of essential habitats will not be left in the field.

Assumptions for the field assessment are as follows:

- Prior to the field assessment, the City of Franklin or Hazen and Sawyer will provide TRC with current GIS shape files, to-scale aerial imagery, and plot plans detailing the proposed Project.
- The Spencer Creek Survey Area will not exceed ~1,622 linear feet.
- The South Prong Drainage Basin Survey Area will not exceed ~636 linear feet.
- The field survey for each project will not require more than a single visit conducted over the course of one (1) 10-hour day for two environmental scientists.

Task 3 – Waters of the United States and State of Tennessee Delineation Report

Based on the results of the Environmental Field Survey, TRC will prepare a Waters of the United States and State of Tennessee Delineation Report for each project site. Each report will include standard USACE Field Datasheets. The reports will be sufficient to support an Expanded Preliminary Jurisdictional Determination from the USACE-Nashville District.

Assumptions for the Reports are as follows: All features identified as potentially jurisdictional Waters of the United States (e.g., wetlands, streams, waterbodies, drainages) will be treated as jurisdictional Waters of the United States. (Assertion that these features are isolated/non-jurisdictional requires analysis of significant nexus and coordination with the USACE and US Environmental Protection Agency, which is beyond this scope.)

Task 4 – USFWS Informal Consultation

Based on the results of the Environmental Field Survey, TRC will prepare a Federal and/or State Listed Species Report (letter report). The letter report will provide a summary of the habitats



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identified within the Project Study Area and state whether or not these habitats could support federally and/or state listed species. A suggested effects determination for each species will also be included as part of the report.

Upon client approval of the Report, TRC will forward the Report to the USFWS for concurrence, thus concluding informal consultation under the Endangered Species Act, Migratory Bird Treaty Act, and the Bald and Golden Eagle Protection Act.

Assumptions for the USFWS Informal Consultation are as follows:

- No essential habitat or designated critical habitat for federally listed species are located within the Project Study Area and therefore, species specific surveys are not required.
- The USFWS will not request a field visit to verify the results of the Federal and/or State Listed Species Report.
- If habitat for federally listed species is found, the Project can be designed, constructed, and operated in such a manner as to support a “*may affect, not likely to adversely affect*” determination.

Task 5 – Archaeological Survey and Reporting

The Phase I archaeological survey of the Spencer Creek and South Prong Drainage Basin Gravity Sewer Projects will be conducted in compliance with Section 106 of the National Historic Preservation Act (as amended) and its implementing regulations at 36 CFR 800 in association with federal permit requirements for the Project. The archaeological Area of Potential Effects (APE) for the proposed Spencer Creek sewer improvements is approximately 1622 linear feet in length and 70 feet wide. The archaeological APE for the proposed South Prong Drainage Basin sewer improvements is approximately 636 linear feet in length and 70 feet wide.

The survey will closely follow and meet all guidelines for Phase I investigations as defined by the Tennessee State Historic Preservation Office (SHPO). The assessment will include the following:

- A review and search of the archaeological site records for the general project area;
- A field inspection to determine the presence, density, and distribution of archaeological resources within the direct APE, including an evaluation of the potential for buried sites;
- An evaluation of previously identified and newly discovered archaeological resource locations, including recommendations on whether or not the resources are eligible for inclusion on the National Register of Historic Places (NRHP).

Background Research

As an initial step in the project, TRC will carry out a systematic background and records search using the resources of the Tennessee Division of Archaeology (TDOA). This work will review state files on previously recorded archaeological sites in the project vicinity, as well as additional pertinent documentation such as NRHP nomination forms, reports on relevant archaeological investigations, and published and unpublished historical studies of the area. This research will help project staff predict what archaeological resources might be encountered in the study and



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help place all finds within a proper context for interpretation. The results of the literature and records search will be fully documented in the project report.

Archaeological Survey

The in-field archaeological survey will combine systematic pedestrian examination of all exposed ground surfaces and shovel testing of land having poor surface visibility. Those areas with greater than 50 percent ground visibility and/or greater than 20 percent slope (e.g. recently plowed agricultural fields and other areas cleared of vegetation) will be visually inspected for cultural materials. Areas that are relatively level and contain less than 50 percent ground surface visibility will require systematic shovel testing at 100-foot intervals. Shovel tests will consist of 12 x 12 inch excavations into subsoil. All soil will be screened through ¼-inch mesh hardware cloth to insure uniform artifact recovery. Notes will be maintained on each shovel test excavated.

Once an archaeological site is identified, shovel testing will be conducted in a cruciform pattern (north-south, east-west) across the site within the APE at 32-foot intervals, in order to define the site boundaries and gather data on horizontal and vertical artifact distributions. All excavated dirt from those tests will be screened through ¼-inch mesh hardware cloth, and all artifacts will be segregated by provenience. All identified sites will be photographed with digital cameras, and standardized notes will be taken on the site and landscape. Sites will be mapped using hand-held submeter GPS equipment. TDOA Site Survey Forms will be completed for all sites identified during the survey.

Following the fieldwork, all artifacts, notes, maps, photographs, and other project materials will be returned to the TRC laboratory in Nashville for analysis. Laboratory analysis will include a complete catalog of all recovered material, with special attention paid to materials that are temporally diagnostic or can help determine the function of the site at discrete points in time. The analyses will proceed following established laboratory protocols for Southeastern Archaeology. Upon completion of the analysis, TRC will prepare all records, maps, photographs, artifacts, and other recovered materials for permanent curation according to the standards of the TDOA.

Reporting

Two separate draft reports for the Spencer Creek and South Prong Drainage Basin Sewer Projects will be submitted to you within three weeks of the completion of field work. The reports will include USGS maps depicting the locations of all recorded resources color-coded as to their NRHP eligibility recommendation, other appropriate maps and graphics, the environmental background and regional cultural history of the project area, the results of the literature and records search, the results of the fieldwork, and analysis of the results. Each report will include sufficient information for assessing the nature and extent of any resources located within the project areas, and evaluate the need for further investigations to determine or confirm NRHP eligibility. Recommendations for further work relative to Phase II testing programs will be provided at this time.

The project deliverables for the archaeological survey portion of the project will consist of three (3) copies of a draft technical report, and three (3) bound copies of the final technical report. Digital copies of the reports in pdf format will also be supplied to you on CDs. The client will be



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responsible for submitting the draft reports to the USACE and the TN-SHPO for their formal review of our findings and recommendations. We will revise the draft reports and issue the final versions promptly as requested in agency comments.

Our budget for this Scope of Work is **\$22,500** (i.e., \$11,250 for each project). Note that preparation of permit applications (e.g., for a USACE Nationwide Permit for a TDEC Aquatic Resource Alteration Permit) is beyond this scope. The budget is offered on a fixed price basis, and payment terms are net 30 days in accordance with TRC's Standard Terms and Rate Schedule (attached). We are prepared to begin mobilization on the project immediately upon receipt of a signed authorization to proceed. We estimate that the proposed Scope of Work can be completed within one month of authorization.

TRC would not undertake out-of-scope work without prior authorization from the City of Franklin, including authorization for out-of-scope activities, level of effort, and costs. Our project services will be billed as a single invoice for the project.

If you would like us to proceed with the work described above, please sign the authorization line below and return it to me via email (HGuidry@trcsolutions.com) or fax (615.884.4431). Feel free to contact me at 615.884.4430 (ext 23) if you have questions about this proposal, and thank you for the opportunity to team with you on this project.

Sincerely,



Hannah Guidry
Project Manager
TRC Environmental Corporation

Andy Lydick
Office Practice Leader – Norcross/Nashville
TRC Environmental Corporation

cc: Jason Lancaster -TRC

Authorization:

The City of Franklin authorizes TRC to carry out the work described above for an estimated price of **\$22,500**, to be billed on a fixed price basis in accordance with TRC's Standard Terms and Rates (attached).

Signature	Printed Name	Title	Date
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2015 TRC Environmental Standard Rate Schedule

CODE	TRC Labor Classification/Category	Hourly Labor Rate
Principal/Princ. Sci./Princ. Eng.		
A4	Level IV	\$278
A3	Level III	\$241
A2	Level II	\$214
A1	Level I	\$198
Project Manager		
B4	Level IV	\$193
B3	Level III	\$171
B2	Level II	\$150
B1	Level I	\$132
Senior Scientist/Planner/Engineer		
C4	Level IV	\$182
C3	Level III	\$164
C2	Level II	\$141
C1	Level I	\$117
Scientist/Planner/Engineer		
D4	Level IV	\$112
D3	Level III	\$97
D2	Level II	\$85
D1	Level I	\$74
Designer/Technician/Inspectors		
E4	Level IV	\$97
E3	Level III	\$84
E2	Level II	\$64
E1	Level I	\$43
Drafting/CADD/GIS		
F4	Level IV	\$112
F3	Level III	\$97
F2	Level II	\$75
F1	Level I	\$64
Project Support/Clerical		
G4	Level IV	\$102
G3	Level III	\$80
G2	Level II	\$64
G1	Level I	\$54

A 15% ODC Mark-up will be added to non-labor costs and expenses/ODCs to address client insurance, AP processing, procurement, contracting and client warrantee of performance.

A 6% Communication Fee will be applied to all labor charges in lieu of separate reimbursement for routine photocopying, faxing, computer usage, telephone charges and routine postage costs.

Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.

All TRC Rates are subject to an annual calendar year escalation.

All invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.

This rate table is not to be used for Litigation or Litigation Support Services.