

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0169**

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

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

Municipal Services Complex Improvements

1. SCOPE OF SERVICES. Consultant shall provide planning, surveying and engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount Not-to-Exceed **EIGHTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$85,500.00)**.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such

amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



June 29, 2018

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064
Delivered via electronic mail to: paul.holzen@franklinton.gov

Dear Mr. Holzen:

Subject: Revised Proposal for Professional Engineering Services
Municipal Services Complex
417 Century Court, Franklin, TN
City of Franklin, Williamson County, Tennessee
CEC Project 180-917

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this revised proposal to the City of Franklin (City) as discussed and requested. Our preparation of the original proposal was based on conversation with City staff, our onsite meeting on February 26, 2018 and the following documents provided by the City:

- Municipal Services Complex plan set by Stantec dated October 14, 2002.
- Municipal Services Complex water and sewer plans by Stantec dated November 25, 2002.
- Municipal Services Complex site plans by Stantec dated December 12, 2002.
- Solid Waste Transfer Station site plans by Sullivan Engineering, Inc. dated October 6, 2006.
- Draft Pavement Rehabilitation Plan for Municipal Services Complex by Huner Consulting, LLC dated October 3, 2017.

The revised proposal has been updated to reflect our onsite meeting on June 8, 2018 and follow up conversation on June 20, 2018.

1.0 PURPOSE

The purpose of this project is to develop a utility improvement plan, determine solutions for the current leachate system piping concerns, develop a pavement management plan, and evaluate the current stormwater drainage concerns. The project has been set up to construct in multiple phases, with two sets of construction plans and bid documents to be developed. Phase one of construction will consist of the improvements to the waterline. Phase two of construction will consist of the improvements to the leachate system and pavement. The evaluation of the stormwater system will not be part of either

construction phase unless it is determined to connect the stormwater runoff inside of the Transfer Station to the leachate system. This would then be included in phase two of construction.

2.0 BACKGROUND & ASSUMPTIONS

CEC understands that the City has plans to replace the pavement at the Municipal Services Complex located at 417 Century Court, Franklin, TN. The City had a pavement rehabilitation plan developed that provides proposed pavement sections for various areas within the Municipal Services Complex. In addition to needing to replace the pavement within the complex there are current issues with the leachate system piping and stormwater drainage issues within the Municipal Services Complex. Figure 1 shows the general location of the current areas of concern within the complex.

The Solid Waste Transfer Station is covered under TDEC Transfer Facility Permit TRF940001357. CEC assumes no modifications to the current permit will be required. However, CEC has included an allowance in the budget for other State permitting that may be necessary.

For the purposes of the proposal we have assumed the following:

- The pavement replacement phasing plans will be limited to the areas identified in the pavement rehabilitation plan prepared by Huner Consulting, LLC.
- Because the City attempted to video the leachate system and stormwater system pipe lines and was unable to because of pipe quality, CEC assumes that the improvements to the leachate will replace the existing leachate pipe system.
- CEC will utilize City standard details and specifications on the drawings where applicable in the design. Details and specifications that are not covered by the City's standards will be found in the general notes and details sheets of the construction drawings.
- The temporary waterline can be designed to be above ground.
- The proposal does not include geotechnical services. The pavement sections provided in the pavement rehabilitation plan prepared by Huner Consulting, LLC will be used.
- The proposal does not include Landscape Architecture services or landscape plans.
- CEC assumes the total disturbed area for the project will exceed one acre due to replacing the asphalt with concrete and excavation to soil. A SWPPP and coverage under the TDEC Construction General Permit will be required.
- CEC assumes streams and wetlands will not be impacted by this project and consultation with TDEC and the USACE will not be required. Preparation of a water quality permit applications are not included in this proposal.
- The City's Engineering Department will obtain permits issued by other City Departments.
- Submittal fees other than for the waterline plan review with TDEC are not included in this proposal cost, unless specifically noted.
- Deliverables to the City will be in electronic format. The exception will be one full size and one half size set of the construction plans and Bid Package for each phase of construction.

3.0 SCOPE OF SERVICES

3.1 Task 0001 – Survey

CEC understands that the property to be surveyed is the existing Municipal Services Complex property as referenced above and identified by the Tax Assessor's Office for Williamson County, Tennessee as Tax Map 090 Parcel 3.05, containing approximately 21 acres.

CEC will perform a Boundary and Topographic Survey of the subject property according to the Tennessee Code Annotated survey standards of practice. CEC understands that one purpose of the Boundary Survey will be to identify the eastern property line of the Municipal Services Complex, adjacent to the Through the Green subdivision. The Boundary Survey will locate existing property corners and describe the type of monuments found at each corner. Property corners without existing monumentation will be set under the supervision of a Tennessee Registered Land Surveyor. The topographic survey will extend to the subject property boundary and will include one (1) foot contour intervals, easements, road and building improvements, finished floor elevations, setbacks, retaining walls, fences, above ground utilities, detention ponds, invert information for storm and sanitary sewer structures, location and caliper of specimen trees as defined by the City of Franklin Zoning Ordinance, and location of existing parking spaces. CEC will utilize a two-person survey crew equipped with GPS RTK, Robotics, and Conventional Total Station surveying instruments. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid 12B) in U.S. Feet.

The survey will collect one benchmark included in the Shadow Green Development plans. The collection of the benchmark is so the Municipal Services Complex survey and the Shadow Green Development Plan share one point in common and will be for information purposes only.

Utilities will be shown according to surface observations combined with plans and markings provided by calling the TN811. It is CEC's experience TN811 may not respond to a request for markings unless excavation activities are involved, and TN811 does not mark utility lines or services on private property. The utilities shown will be located from field survey information and/or existing drawings. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated, although the surveyor does certify that they are located as accurately as possible from information available. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

Because the leachate system is assumed to be replaced, CEC will also survey the area adjacent to the drains inside the transfer station. This will include the leachate drains, building columns, stairs, and rail. Inverts in the leachate pump station and the stormwater pump station will be surveyed.

It is understood that the City hereby grants CEC or represents and warrants (if the site is not owned by the City) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants, and sub-contractors for the purpose of obtaining field information pertinent to the subject properties.

3.2 Task 0002 – Waterline Design

CEC understands the City desires to transfer the existing private waterline within the site to a public line. This is needed to improve flows in the area. CEC will perform the following tasks:

- Develop a phased plan for replacing and improving the waterline.
 - The phased plan will include a temporary above ground connection while the backflow for the existing waterline is removed and the line is tested.
- Submit to TDEC Division of Water Resources for waterline approval.
- The waterline improvements will be part of the first phase of construction.

3.3 Task 0003 – Leachate Collection System Analysis

CEC understands the City desires to replace the existing cast iron pipe leading from the existing sanitary sewer wet well located in the northeast corner of the Solid Waste Transfer Station and the existing cast iron pipe that collects leachate inside the transfer station and drains to the wet well. The City also desires to evaluate combining the runoff from the stormwater wet well inside the Transfer Station with the leachate collection system. CEC will perform the following tasks:

- Develop a drawing showing connectivity of the sanitary sewer system serving the Transfer Station including the leachate collection system.
- Evaluate the operations of the existing leachate collection system, including connecting the stormwater system inside the Transfer Station.
- Collect field parameters and perform appropriate analytical testing of the leachate at the sanitary sewer wet well. This testing is to determine potential for precipitate formation (which could influence the choice for the diameter of the discharge pipe and/or location of clean-outs) and may include the following:
 - Primary constituents: pH, Total Alkalinity, Hardness, conductivity, Appendix I constituents, and bromide
 - Secondary Constituents: Total Dissolved Solids, Total Iron, Dissolved Oxygen, Dissolved CO₂, Dissolved H₂S, Total Manganese, Chloride, Sulfate
- Develop a technical report with recommendations for modifications to the leachate collection system that will improve the overall operations. This task will involve collaboration with the City staff at the Municipal Services Complex to identify the optimum route for the new discharge pipe.
 - It is anticipated that the stormwater collected in the stormwater wet well inside the pump station will be connected to the leachate system.
 - This may include moving the pump station and wet well outside of the Transfer Station under the lane east of the building.
- Three meetings with the City are included in this task.
- Once the City has determined the modifications to the leachate system, CEC will prepare a change order to complete the design of the leachate system under Task 0008.
- The leachate system improvements will be part of the second phase of construction.

3.4 Task 0004 – Pavement Management Plan

CEC understands the City desires to replace the existing asphalt around the Transfer Station. CEC will incorporate the pavement rehabilitation plan prepared by Huner Consulting, LLC into the construction documents.

CEC will perform the following tasks:

- Prepare a pavement replacement phasing plan.
 - Operations of the Solid Waste Transfer Station cannot be closed during normal operating hours of 6:00 am to 5:00 pm.
 - The Solid Waste Transfer Station is currently closed on Sunday.
 - There will be multiple phases for the pavement replacement work to represent on multiple plan sheets that will include such things as:
 - Temporary traffic circulation plans
 - Specific notes regarding maintaining operation of the facility in each phase
 - Special situations will need to be detailed, e.g. weekend work when the facility is closed to perform work in certain areas
- Coordinate with the Shadow Green Subdivision design team on location of proposed road connection.
- Two meetings with the City are included in this task.
- The pavement management plan will be part of the second phase of construction.

3.5 Task 0005 – Stormwater Analysis

CEC understands the City desires to improve the stormwater drainage system and water quality near the Solid Waste Transfer Station. There are currently stormwater drainage problems on the exit lane south of the transfer station building. CEC will perform the following task:

- Evaluate the existing stormwater pond “B”, including analytical testing of the stormwater conveyed through the pond. The analytical testing will likely include pH, conductivity, E. coli, COD, and Total Suspended Solids.
 - Four samples will be taken; a wet sample from the Transfer Station stormwater pump station wet well, a wet sample at stormwater pond “B”, a soil sample in stormwater pond “B” near the outlet structure, and a soil sample at the outfall from stormwater pond “B”. CEC will provide a technical memo detailing the findings of the samples after they have been analyzed.
- CEC will perform preliminary a hydrologic and hydraulic analysis of the stormwater system inside the Transfer Station. CEC will calculate flows from the 2-year, 5-year, 10-year, 25-year, 50-year and 100-year and determine the effectiveness of the storm system.
- The City had expressed a desire to further evaluate the stormwater drainage system of the property. At this time, CEC will not perform any other stormwater analysis. If the City would like CEC to perform other analysis, CEC will prepare a change order. These additional

analyses may include the following:

- Develop a drawing showing connectivity of the stormwater system that drains to existing stormwater pond “B” and stormwater pond “C”.
 - Prepare stormwater calculations for the portion of the stormwater drainage system that drains to the existing stormwater ponds “B” and “C”.
 - Evaluate methods to prevent stormwater from entering the leachate system, and vice versa.
 - Evaluate methods to bypass water from the Fire Training Towers around the wood chipping area.
 - Evaluate modification to the stormwater drainage system that will be necessary as a result of relocating the roadway connection to the Shadow Green Subdivision. The existing stormwater pond “D” will be impacted by the relocated roadway connection.
 - Develop recommendations for modifications to the existing stormwater drainage system that will improve the water quality of the stormwater leaving the subject property.
- One meeting with the City is included in this task.

3.6 Task 0006 – Construction Documents – Phase One

After the City approves the waterline design and TDEC approval is received, CEC will prepare a single package of construction drawings, specifications, and bid documents for the first phase of construction.

CEC will perform the following task for the first phase of construction:

- Finalize design and prepare construction drawings. The construction drawing set is expected to include:
 - Cover sheet
 - Site demolition plan
 - Phased site water plan
 - Temporary internal traffic circulation plan
 - Civil details
 - General Notes
 - Erosion and sediment control plans
- Prepare Specifications and Bid Documents. CEC anticipates utilizing City or TDOT specifications; however, detailed technical specifications may be required for specific items and included as notes on the plans.
- Develop an Opinion of Probable Construction Cost (OPCC) based on the construction documents.
- Submit Construction Documents to the City for review – one full-size set of construction plans for each utility’s use (electronic copies may be accepted based on the utility) and one full-size set, two half-size sets, and an electronic copy of construction plans for City review.
- Finalize Construction Documents by incorporating comments and changes into plans,

specifications, and bid documents.

- Submit Final Construction Documents to City – one full-size set, one half-size set and an electronic copy (PDF and CADD).
- Two meetings with the City or utilities are included with phase one in this task.

3.7 Task 0007 – Project Bid Administration – Phase One

CEC will assist the City with Bidding for the first construction phase of the project and will perform the following tasks:

- Make necessary copies, sell bid documents, and maintain a list of bidders (CEC assumes that the City will pay any costs associated with advertising the bid in a newspaper).
- Conduct a Pre-bid Meeting at Municipal Services Complex.
- Conduct the Bid Opening at the City offices.
- Certify the Bid tabulation and make a recommendation to the City.

3.8 Task 0008 – Leachate System Design

The scope and cost for this task will be determined after the City decides the modifications of leachate system from Task 0003.

3.9 Task 0009 – Construction Documents – Phase Two

After the City approves the leachate design and pavement management plan, CEC will prepare a single package of construction drawings, specifications, and bid documents for the second phase of construction.

CEC will perform the following task for the second phase of construction:

- Finalize design and prepare construction drawings. The construction drawing set is expected to included:
 - Cover sheet
 - Site demolition plan
 - Signage and striping plan
 - Grading and drainage plan
 - Temporary internal traffic circulation plan
 - Leachate piping plan
 - Civil details
 - General Notes
 - Erosion and sediment control plans
- Prepare Specifications and Bid Documents. CEC anticipates utilizing City or TDOT specifications; however, detailed technical specifications may be required for specific items and included as notes on the plans.

- Develop an Opinion of Probable Construction Cost (OPCC) based on the construction documents.
- Submit Construction Documents to the City for review – one full-size set of construction plans for each utility’s use (electronic copies may be accepted based on the utility) and one full-size set, two half-size sets, and an electronic copy of construction plans for City review.
- Finalize Construction Documents by incorporating comments and changes into plans, specifications, and bid documents.
- Submit Final Construction Documents to City – one full-size set, one half-size set and an electronic copy (PDF and CADD).
- Two meetings with the City or utilities are included with phase one in this task.

3.10 Task 0010 – Project Bid Administration – Phase Two

CEC will assist the City with Bidding for the second construction phase of the project and will perform the following tasks:

- Make necessary copies, sell bid documents, and maintain a list of bidders (CEC assumes that the City will pay any costs associated with advertising the bid in a newspaper).
- Conduct a Pre-bid Meeting at Municipal Services Complex.
- Conduct the Bid Opening at the City offices.
- Certify the Bid tabulation and make a recommendation to the City.

3.11 Task 0011 – State-Permitting Allowance

CEC has included this task as an allowance for State level permitting that may be required. As previously stated, CEC has assumed no modifications to the existing transfer station permit with TDEC will be required; however, this task is included in case there are other State level permitting needs that arise during design development. CEC will detail those permitting needs in writing for the City’s consideration prior to performing work under this task.

4.0 **SCHEDULE**

Task	Estimated Start	Estimated Duration
0001 - Survey	Two weeks after notice to proceed. (Pending Weather)	Four Weeks (Pending Weather)
0002 - Waterline Design	Upon completion of Task 0001	Four weeks
0003 - Leachate Collection System Analysis	Upon completion of Task 0001	Four Weeks (concurrent with Task 0002)
0004 - Pavement Phasing Plan	Upon completion of Task 0001	Four Weeks (concurrent with Task 0002 and 0003)

Task	Estimated Start	Estimated Duration
0005 - Stormwater Analysis	Upon completion of Task 0001	Four Weeks (concurrent with Task 0003)
0006 - Construction Documents – Phase One	Upon City approval of design for Tasks 0002	Two Weeks
0007 - Project Bid Administration – Phase One	Upon completion of Task 0006 and TDEC approval of waterline design	Through bid process
0008 - Leachate System Design	TBD, likely upon City approval of Task 0003	TBD
0009 - Construction Documents – Phase Two	TBD, likely upon completion of Task 0004 and 0008	TBD
0010 - Project Bid Administration – Phase Two	TBD, likely upon completion of Task 0009	Through bid process
0011 - State-Permitting Allowance	TBD	Four Weeks

5.0 COST

Our not-to-exceed costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis. If CEC encounters conditions that require additional services and costs beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised costs for the City's approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Task	Not-to-Exceed Cost
0001 - Survey	\$32,400.00
0002 - Waterline Design	\$9,200.00
0003 - Leachate Collection System Analysis	\$11,000.00
0004 - Pavement Management Plan	\$9,000.00
0005 - Stormwater Analysis	\$5,200.00
0006 - Construction Documents – Phase One	\$8,300.00
0007 - Project Bid Administration – Phase One	\$3,900.00
0008 - Leachate System Design	TBD
0009 - Construction Documents – Phase Two	TBD
0010 - Project Bid Administration – Phase Two	TBD
0011 - State-Permitting Allowance	\$5,000.00
0099 - Reimbursibles	\$1,500.00
Total	\$85,500.00

Invoicing of professional services will be in accordance with the attached fee schedule. Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule.

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

6.0 CLOSING

CEC appreciates the opportunity to submit this proposal to you. We believe the scope of services outlined will address the City's needs in a timely and cost effective manner. If you have any questions or comments, please call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



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



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

cc: Jeff Willoughby - jeff.willoughby@franklintn.gov
Jonathan Marston - jonathan.marston@franklintn.gov

Enclosure: Figure 1 Site Location Map
2018 City of Franklin Fee Schedule

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
325 SEABOARD LANE • SUITE 170
FRANKLIN, TENNESSEE 37067
PHONE: 615-333-7797 • FAX: 615-333-7751
E-MAIL: nashville@cecinc.com

City of Franklin Fee Schedule

January 1, 2018 through December 31, 2018

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$220
Principal.....	\$196
Senior Project Manager	\$171
Project Manager III	\$161
Project Manager II	\$146
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist.....	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$100
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$82
Construction Observer / Environmental Technician.....	\$80
Senior Land Surveyor	\$151
Project Land Surveyor / GPS Specialist.....	\$101
Survey Technician IV	\$95
Survey Technician III.....	\$85
Survey Technician II.....	\$75
Survey Technician I.....	\$65
Administrative Assistant	\$65
Administrative Manager	\$73

DIRECT EXPENSES

Automobile MileageCurrent IRS Rate
Printing and ReproductionCost

SUBCONTRACT SERVICES

Services @ Cost Plus 12%
