

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0337**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **ECS SOUTHEAST, LLP** hereinafter referenced as Consultant, who mutually agree as follows:

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

**CONSTRUCTION ENGINEERING, INSPECTION, AND TESTING SERVICES FOR THE
MUNICIPAL SERVICES COMPLEX IMPROVEMENTS**

1. SCOPE OF SERVICES. Consultant shall provide construction engineering, inspection, testing, and 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 an Amount Not-to-Exceed **Forty Thousand Eight Hundred Ten and No/100 Dollars (\$40,810.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20____.

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. The City shall retain an ownership and property interest therein whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the consultant by the City.
- 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.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

ECS SOUTHEAST, LLP:

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney

October 8, 2019

ECS SOUTHEAST, LLP

Mr. Jonathan Marston, P.E.
City of Franklin
109 3rd Avenue South
Franklin, Tennessee 37064

Reference: Proposal for Limited Construction Engineering, Materials Testing and Inspection Services
City of Franklin – Municipal Services Complex (COF Contract No. 2019-0236)
417 Century Court
Franklin, Tennessee 37064

Dear Mr. Marston,

ECS Southeast, LLP (ECS) appreciates this opportunity and is pleased to submit this proposal to provide limited Construction Engineering, Materials Testing and Inspection Services for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate—together with the applicable schedule of unit rates for this project.

Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services. Also, our automated Field Reporting and Electronic Distribution (FRED) system can provide fast and efficient reporting of field and laboratory activities as discussed later.

PROJECT UNDERSTANDING

We understand the project will consist of the removal of the existing rigid/pavement/asphalt pavement and the installation of new concrete pavement along with the installation of 10" public water mains, 6" sanitary sewer force main, and stormwater infrastructure at the City of Franklin Municipal Services Complex located at 417 Century Court in Franklin, Tennessee. The new concrete pavement will have an area of approximately 10,855 S.Y., will be 10" thick and will be a 5,000 psi high-early strength concrete. Based up on the construction phasing plan, the existing transfer station has two truck bays within the transfer station and one bay can be closed for up to 3 weeks. The main traffic area must remain open Monday thru Thursday to accommodate normal operations but work can be allowed from Thursday starting at 6PM to Monday at 5AM. Based upon the contractor's plan of operation, work may be allowed within the traffic pattern area as long as flow is not impeded for hauling purposes.

Our understanding of the project is based on the following project documents that were provided to ECS:

- Civil Drawings from Civil & Environmental Consultants, Inc., dated July 19, 2019
- Project Manual
- Certified Bid Tabulation from Civil Constructors, Inc., dated August 21, 2019
- Project Schedule from Civil Constructors

Based on the information provided, ECS will provide Construction Engineering Inspection/Project Management services as well as Construction Materials Testing services for the soil/subgrade, utility backfill, concrete pavement and asphalt pavement that is placed at the project site.

According to the project manual, the project shall be substantially complete on or before by May 15, 2020 and ready for final payment on/or before June 15, 2020. We understand that construction on the project will begin in September after a pre-construction conference has been scheduled. This project contains a Milestone and the Milestone 1 states that all utility work (public and private water mains, storm drainage, and force mains) shall be substantially complete prior to February 15, 2020. Therefore, the scope and quantities provided herein are based on the provided schedule as well our experience with projects of similar magnitude and the local project experience of our engineering personnel as well as the project drawings.

SCOPE OF SERVICES

We propose to provide qualified engineers and engineering technicians to perform the requested services. Our scope of services is presented on the attached fee estimate; however the following reporting, testing and inspection services may be requested on this project:

Construction Engineering Inspection/Project Management

- Perform weekly job-site inspections to document and verify installed quantities.
- Provide reconciliation of quantities for monthly payment requests with the contractor.
- Attend weekly progress meetings during construction.
- Provide engineering assistance and/or recommendations during construction as required.

Soils/Subgrade

- Proofroll the site and existing pavement areas once they have been scarified to observe that unstable soils have been identified and removed, or repaired in-place.
- Conduct laboratory Proctor tests on proposed engineered fill soils.
- Provide continuous observation of fill/stone placement activities for conformance.
- Perform in-place density testing of fill/stone materials to document the percent compaction/in-place dry density is in compliance with the project requirements.
- The contractor's schedule shows 18 weeks of grading and demolition activities, therefore we have assumed two site visits per week for checking subgrade, proofrolling activities, etc.

Utility Installation

- Perform in-place density testing of fill/stone materials to document the percent compaction/in-place dry density is in compliance with the project requirements as required.
- Perform concrete testing consisting of sampling and testing plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature as required.

Concrete (Pavement/Slab on Grade)

- Review and approve concrete mix designs submitted by the contractor.
- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Observe reinforcing steel (if needed) prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Document general curing procedures.

October 8, 2019

ECS SOUTHEAST, LLP

- If extreme weather conditions are apparent, document that hot or cold weather procedures are followed.
- Visually check the concrete in trucks as they arrive on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (1-day breaks, 3-day breaks, 7-day breaks, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory/ field curing, compressive strength testing and report of concrete cylinder test specimens.
- Based upon the contractor's schedule, site concrete placement will occur over a 15 week period. ECS has assumed 1 concrete pour per week for this work.

Paving

- Observe proofrolling of subgrades, provide recommendations and observe corrective actions at excessively soft areas prior to placement of subbase course.
- Observe placement of subbase course and perform appropriate in-place density tests as directed by specifications.
- Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
- Review Job Mix Formula data for proposed bituminous pavement materials.
- Monitor temperature and density of asphalt pavements during installation and provide information as to the performance of these materials during installation for the purpose of quality control.
- Extract and analyze asphalt cores after placement to verify asphalt thickness and bulk specific gravity, if required.
- Asphalt paving will occur over a 5 day period per the contractor's schedule.

COMMUNICATIONS/DELIVERABLES

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Franklin office. Our use of this technology typically facilitates electronic distribution of our reports within approximately **24 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

We anticipate our services will be needed on a part-time on-call basis. The appropriate City representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is 615-885-4983. *All scheduling requests should occur prior to 3:00 pm on the day before services are required so that the proper personnel may be scheduled for the required inspection task.* Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

October 8, 2019

ECS SOUTHEAST, LLP

FEES/COST OF SERVICES

Based upon the scope of services and our fee schedule, ECS estimates that our services for this project will be on the order of **\$40,810.00. If the cost for our services is less than the estimate, these savings will be passed on to you.** A fee estimate is attached. Our budget estimate is based upon available information, as well as our experience with similar projects. Additional site visits for the specific task of retesting failed tests or unforeseen conditions are not included in the estimated cost.

ECS will invoice our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. All unit prices listed herein shall remain as stated throughout the project. Invoices will be submitted on a monthly basis—typically on or about the 10th day of each month.

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (615) 885-4983.

Respectfully submitted,
ECS SOUTHEAST, LLP



Kyle M. Peters, P.E.
Engineering Manager



Mark D. Luskin, P.E., P.G.
Branch Manager

October 8, 2019

ECS SOUTHEAST, LLP

FEE ESTIMATE									
CONSTRUCTION ENGINEERING, MATERIALS TESTING INSPECTION SERVICES									
City of Franklin - Municipal Services Complex (COF Contract 2019-0236)									
ECS Proposal No. 26:6622									
Construction Materials Testing - Field Services:					Quantity		Unit Rate		Cost
Field Technician:									
Soils/Subgrade:									
Earthwork/ Structural Fill / Proofroll (Twice/Wk)	36 visits	@	2 hours/visit	72 hours	@	\$50.00 / hour		\$3,600.00	
Utility Backfill:									
Miscellaneous Testing (Density/Conc., etc.)	10 visits	@	2 hours/visit	20 hours	@	\$50.00 / hour		\$1,000.00	
Pavements/ Site Concrete:									
Pavement Base Course Stone Testing	8 visits	@	4 hours/visit	32 hours	@	\$50.00 / hour		\$1,600.00	
Concrete Pavement	15 visits	@	8 hours/visit	120 hours	@	\$45.00 / hour		\$5,400.00	
Asphalt Paving	5 visits	@	8 hours/visit	40 hours	@	\$50.00 / hour		\$2,000.00	
Construction Engineering Inspection:									
Principal Engineer:									
Construction Mtgs./Site Visits									
Weekly Construction Meetings	32 visits	@	1.5 hours/visit	48 hours	@	\$165.00 / hour		\$7,920.00	
Weekly Construction Site Visits (Quantities)	32 visits	@	2 hours/visit	64 hours	@	\$165.00 / hour		\$10,560.00	
Field Services Subtotal:									\$32,080.00
Laboratory Testing:					Quantity		Unit Rate		Cost
Standard Proctor:				2 samples	@	\$135.00 / sample		\$270.00	
Atterberg Limits:				2 samples	@	\$65.00 / sample		\$130.00	
Compressive Strength of Concrete Cylinders:				250 cylinders	@	\$12.00 / cylinder		\$3,000.00	
Laboratory Testing Subtotal:									\$3,400.00
Equipment Expenses:					Quantity		Unit Rate		Cost
Nuclear Density Gauge				13 day(s)	@	\$25.00 / day		\$325.00	
Daily Equipment Charge				15 day(s)	@	\$15.00 / day		\$225.00	
Equipment Expenses Subtotal:									\$550.00
Project Management/ Field & Concrete Report Review:					Quantity		Unit Rate		Cost
Principal Engineer:	80 reports	@	0.15 hours/report	12 hours	@	\$165.00 / hour		\$1,980.00	
Project Manager:	80 reports	@	0.25 hours/report	20 hours	@	\$95.00 / hour		\$1,900.00	
Administrative Support:	80 reports	@	0.25 hours/report	20 hours	@	\$45.00 / hour		\$900.00	
Project Management Subtotal:									\$4,780.00
ESTIMATED TOTAL COST:									\$40,810.00

October 8, 2019

ECS SOUTHEAST, LLP

2019 ECS SOUTHEAST, LLP
 FEE SCHEDULE FOR CITY OF FRANKLIN MUNICIPAL SERVICES COMPLEX (COF CONTRACT NO. 2019-0236)
Franklin, Tennessee
 ECS Proposal No. 26:6622

Principal Engineer	\$165.00/hour
Project Manager	\$100.00/hour
Field Engineer (**)	\$65.00/hour
Senior Field Technician (**)	\$50.00/hour
Field Technician (**)	\$45.00/hour
Administrative Support	\$45.00/hour

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office.

(**) = Overtime = Standard Rate x 1.50 for over 8 hours per day and outside normal business hours of 7:00am to 5:00pm, holiday, Saturday, or Sunday. There will be a 4-hour minimum field charge for field related services (not applied to sample/specimen pickups).

EQUIPMENT and LABORATORY

Core machine	\$125.00/day
Daily Equipment Charge	\$15.00/day
Nuclear Density Gauge Charge	\$25.00/day
Ultrasonic Equipment	\$100.00/day
Floor Flatness/Levelness Meter	\$ 50.00/day
Windsor Probe Gun	\$100.00/day
Windsor Probe Shots	\$15.00/shot
Standard Proctor (ASTM D-698)	\$135.00 each
Modified Proctor (ASTM D-1557) 4 inch mold	\$145.00 each
One-Point Proctor (AASHTO T272)	\$45.00 each
Dry Sieve Analysis of Granular Material	\$60.00 each
Hand Auger Borings	\$8.00/per foot
Atterberg Limits Testing	\$65.00 each
California Bearing Ratio (CBR)	\$400.00 each
Wash No. 200 Sieve	\$30.00 each
Testing of Cylinders, Cubes and Core Specimens:	
Compressive strength of grout cubes	\$ 12.00 each
Compressive strength of concrete cylinders including reserves, (ASTM C-39)	\$ 12.00 each
Core Specimen (including sample preparation)	\$ 25.00/test
Compressive Strength of grout prisms (3.5"x3.5"x7")	\$ 12.00 each
Compressive strength of mortar cubes	\$ 12.00 each
Closeout Letter	\$ 150.00 each

Note: The above charges will be made for tests and equipment operated by ECS Southeast, LLP personnel in addition to personnel charges already listed.