

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2012-0183

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Smith Seckman Reid, Inc. (SSR) 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:

City of Franklin, Tennessee
Water Treatment Plant Modifications

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the SCOPE OF SERVICES. The SCOPE OF SERVICES, as found in Attachment A, shall be considered as an integral part hereof.
2. Consultant shall be paid in an amount not to exceed **One Million One Hundred Eighty-Six Thousand Five Hundred Eighty-Five and No/100 Dollars (\$1,186,585.00)** for Tasks 1, 2, 3 and 4 as provided in the detailed SCOPE OF SERVICES (Attachment A) and an amount not to exceed **Sixty Thousand and No/100 Dollars (\$60,000.00)** for Direct Expenses as detailed in the 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.

The Board of Mayor and Aldermen Approved this Agreement on the 27th Day of November 2012.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

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 paragraph.

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 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 its 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 shall 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 as 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. 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.
- 10.5 DRUG-FREE WORKPLACE. The Consultant, by execution of this Agreement, binds itself to maintain a drug-free workplace program that complies with T.C.A. §50-9-101 through §50-9-113 during the life of this Agreement or project.

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.



2995 Sidco Drive
Nashville, TN 37204
(615) 383-1113
Fax (615) 386-8469
www.ssr-inc.com

November 16, 2012

City of Franklin, Tennessee
Engineering Department
P.O. Box 305 - City Hall
Franklin, Tennessee 37065
Attn: Mr. David Parker – City Engineer

**Re: FRANKLIN WATER TREATMENT PLANT
FACILITY UPGRADE**

Dear Mr. Parker:

We are pleased to provide you with this proposal for engineering design services for upgrading the City's Water Treatment Plant. The SSR Team assembled to engage the challenges of this project is second to none, and we are eager to work with the City to establish the "Best Fit Solutions" at the Water Treatment Plant.

Our Scope of Services is attached to this letter for your consideration. If the City agrees with the terms of the Scope of Services, we look forward to the execution of the City's formal Agreement and commencing work. We are thankful for this opportunity to work with the City. Should you have any questions or simply want to discuss our proposal, please do not hesitate to contact me at 383-1113.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "A. Johnson", with a long horizontal flourish extending to the right.

Andrew T. Johnson, P.E.

Cc: Mark Hilty - FWMD
MLB, JHB, SCL EWH – SSR
File 12-41-013.0

**SCOPE OF SERVICES FOR
ENGINEERING DESIGN**

**FRANKLIN WATER TREATMENT PLANT
FACILITY UPGRADE**

**NOVEMBER, 16 2012
SSR No. 11-41-013.0**

Purpose

This Scope of Services exemplifies the understanding Smith Seckman Reid, Inc. has for providing engineering design services required to upgrade the Franklin Water Treatment Plant. This document shall serve as Attachment A to the Professional Services Agreement ("Agreement") between the City of Franklin, Tennessee, (City) and Smith Seckman Reid, Inc. (SSR).

Project Understanding

The City faces numerous challenges in producing potable water from the Harpeth River. The project will include the Study and Design required for advance treatment at the existing water treatment facility. Regulatory drivers for the design are the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR) and the Stage 2 Disinfectants and Disinfection Byproducts Rules (Stage 2 D/DBPR). The four primary issues that necessitate process upgrades at the existing treatment facility are as follows:

- Additional Protection from Pathogens – The City's LT2ESWTR Cryptosporidium testing places the existing treatment facility in Bin 2, and therefore additional protection from the pathogen is required.
- Disinfection Byproduct Formation – The Integrated Water Resource Plan (IWRP) presents data indicating that the City struggles to maintain harmful byproduct levels below the Stage 2 D/DBPR standards.
- Taste and Odor – The existing treatment facility has had chronic problems with taste and odor due to algal growth in the raw water storage basin.
- Emerging Contaminants – Concern regarding pharmaceuticals, personal care products (PCPs) and endocrine disrupting compounds (EDSs) may lead to additional regulation of the water supply and significant design effort will be placed on the removal of these compounds.

All water quality standards established by the Tennessee Department of Environment and Conservation (TDEC) and the Environmental Protection Agency (EPA) will be held fast during the design process.

The first task of the project will include a comprehensive engineering assessment of the existing water treatment plant operating data, treatment processes, and general plant infrastructure. The report will also include a section specifically dedicated to SCADA upgrades both at the plant and within the distribution system. The assessment will be formalized with the delivery of a Preliminary Engineering Report (PER). The PER will provide the details required for the City to make final decisions concerning treatment upgrade options, specifically the selection of the most advantageous equipment. The PER will also include preliminary design information significant in the City's consideration of alternative plant design options; such as the consideration of non-conventional treatment technologies and/or the expansion from 2.1 million gallons per day (MGD) to 4.0 MGD.

ATTACHMENT A: SCOPE OF SERVICES FOR DESIGN
FRANKLIN WATER TREATMENT PLANT
FRANKLIN WATER MANAGEMENT DEPARTMENT
FRANKLIN, TENNESSEE
NOVEMBER 16, 2012
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The bulleted list below includes our understanding of **Basic Services** required to upgrade the plant:

- Perform Engineering assessment exercises including workshop series with the City.
- Visit several facilities currently operating the technologies under consideration.
- Production of Preliminary Engineering Report. This report shall be in general accordance with the requirements of the Drinking Water State Revolving Loan Fund.
- Present preliminary design information including preliminary design of the expansion of the Plant to 4.0 MGD.
- Finalize scope of plant upgrades and hold formal kickoff meeting.
- Facilitate surveying, geotechnical, and other outside services as required to complete the design of the new facilities. We would anticipate that the City will procure geotechnical services as required.
- Design of new treatment facilities and upgrades to existing treatment processes and raw water intake per the Integrated Water Resource Plan and the AECOM design report.
- Design of Civil/Site modifications to accommodate new and/or upgraded facilities.
- Design of all necessary structural, mechanical, electrical, and plumbing systems necessary to accommodate upgraded facilities.
- Review existing status of standby power generation and upgrade as necessary.
- Design of new instrumentation and controls systems as well as design of complete upgrade of existing water treatment plant SCADA system to accommodate existing and new treatment processes.
- Overhaul of SCADA system at 7 tanks, 5 booster stations, and 2 metering stations within the water distribution system.
- Review existing communication backbone and re-design as necessary.
- Preparation of NOI/SWPPP permit and any required permits to commence construction activities.
- Submittal to City Codes Department for preliminary review.
- Submittal to City Planning Commission if necessary.
- Preparation of construction drawings and specifications to be delivered for FWMD review at 30-percent, 60-percent and 90-percent project milestones.
- Preparation of opinion of probable construction costs to be delivered for FWMD review at 30-percent, 60-percent, 90-percent project milestones and final cost opinion prior to bid opening.
- Submittal to Tennessee Department of Environment and Conservation (TDEC) Water Pollution Control office.

Other than preliminary design schematics and information for expansion included in conjunction with the PER, the **Basic Services** above do not include the detailed design necessary to increase plant capacity. If the PER confirms that the solutions outlined in the IWRP and the AECOM design reports are appropriate, then we will proceed under the provisions of this scope. If the PER indicates and the City agrees that an alternative treatment solution is appropriate this design proposal may need to be modified commensurately. In addition, if the PER identifies that the removal of the low head dam impacts the existing intake structure and pump station such that upgrades per the referenced design reports are not possible, this Scope of Services does not include the design of a new intake structure and pump station. Lastly, the Scope does not include procurement of individual treatment equipment including the preparation of Requests for Proposals, negotiation of scope and fee, or execution of contracts with Equipment Manufacturers.

General Scope of Services

The engineering design will involve the preparation of Construction Drawings and Contract Documents as well as assisting the City in receiving bids for construction. A project kick-off meeting will be held between the City and SSR to discuss the finalized project scope, schedule and other pertinent items critical to the success of the project. Meetings will be held between the City and SSR to review the proposed design and layout of the proposed improvements at the Water Treatment Plant. Based upon the results of these meetings, SSR will seek assistance from the City, utilize record drawing data, and field surveys to establish the location of existing plant associated piping and other related infrastructure in the area of the proposed improvements. SSR will complete a preliminary set of Construction Drawings for the City's review. Upon receipt of City's comments, SSR will finalize the Construction Drawings and Contract Documents and submit to the Tennessee Department of Environment and Construction Division of Water for review.

SSR will attend the bid opening, review and tabulate the bids, and make a recommendation to the City for the award of a construction contract.

Construction Phase Services such as Construction Administration (CA) and Close-Out of the project including Record Drawings are not included in this scope. SSR is willing and grateful to provide a separate scope for these services at the City's request.

Time of Completion

The engineering design and construction documents for **Basic Services** is anticipated to be complete and ready for OWNER review 545 calendar days following notice to proceed. Expansion of the Plant and Design of alternative treatment options may add calendar days to the schedule. A final schedule will be presented to the City at the formal kickoff meeting.

Resident Project Representative

Should the City require resident project representative services for this project, SSR will provide a representative under the terms established in a separate scope of services.

Deliverables

SSR will deliver to the City the following:

- Three (3) hardcopies and a high quality PDF copy of the Preliminary Engineering Report.
- Three (3) hardcopies of the 30-percent review drawings and opinion of probable construction cost.
- Three (3) hardcopies of the 60-percent review drawings, front-end contract documents and opinion of probable construction cost.
- Three (3) hardcopies of the 90-percent review drawings, front-end contract documents, technical specifications and opinion of probable construction cost.
- One (1) copy of all permits
- Six (6) hardcopies and one (1) compact disc copy of the construction drawings and specifications.
- One executed set of the contract documents.
- Three (3) hardcopies of the as-built drawings.
- One (1) electronic copy of the as-built drawings in CAD format on a compact disc.

**ATTACHMENT A: SCOPE OF SERVICES FOR DESIGN
FRANKLIN WATER TREATMENT PLANT
FRANKLIN WATER MANAGEMENT DEPARTMENT
FRANKLIN, TENNESSEE
NOVEMBER 16, 2012
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Compensation

The Compensation will be in accordance with our Estimate of Manpower Table and SSR Hourly Rates. A summary of the Manpower Table, along with the Hourly Rate Sheet for the project is attached. Compensation is projected as follows for the various services:

Basic Services: Hourly with a Not-to-Exceed Price of **\$1,186,585.00** based on the following delineation of Tasks:

Task 1- Preliminary Design and Engineering Report	\$191,935
Task 2- Distribution SCADA Upgrades	\$47,070
Task 3- Final Design Completion	\$826,870
Task 4- Advertisement and Bidding	\$120,710

Direct Expenses: **Estimated at \$60,000.00**

Outside Plotting and Printing:	Reimbursable at cost
Out of Town Travel:	Reimbursable at cost
Surveying:	Reimbursable at cost
Geotechnical & Other Investigations:	As procured by City

Estimated amount for direct expenses shall establish a not to exceed ceiling. All project related expenses in which reimbursement is sought shall be per the City's Travel and Expense Policy.

Additional Services

All services not covered by this Scope, including those identified previously within this document can be provided upon written authorizations. Additional services will be billed at the attached hourly rates.

Closure

This Scope of Services document consists of four (4) pages with two (2) attachments as referenced above. A cover letter precedes this Scope of Services. These documents represent SSR's entire proposal.



City of Franklin
Water Treatment Plant Improvements
Estimate of Manpower and Fee
11/16/2012



Task 1- Preliminary Design and Engineering Report			Hours	Estimated Fee
SubTask 1.1	Kickoff Meeting (external)		22	
SubTask 1.1.a	Kickoff Meeting (internal)		51	
SubTask 1.2	Plant Analysis		54	
SubTask 1.2.a	MOR		81	
SubTask 1.2.b	Raw Water PS Analysis		21	
SubTask 1.2.c	Clearwell Evaluation		21	
SubTask 1.2.d	Regulatory Review		17	
SubTask 1.2.e	Site Visits to WTPs with Advanced Technologies		216	
SubTask 1.3	Review of IWRP and Prior Reports		17	
SubTask 1.3.a	Workshop on UV-AOP		32	
SubTask 1.3.b	Workshop on other Taste and Odor Technologies		32	
SubTask 1.3.c	Analysis of Technologies		92	
SubTask 1.3.d	Evaluation of Options (upgrade versus increasing capacity)		80	
SubTask 1.3.e	20-Year PW Analysis		13	
SubTask 1.4	Workshop with Equipment Manufacturers		64	
SubTask 1.4.a	Concept Confirmation Workshop with Owner		32	
SubTask 1.5	Preliminary Equipment Selection/ Process Design		132	
SubTask 1.6	Site Survey/ Geotechnical Evaluation		20	
SubTask 1.7	Project Phasing Plan		33	
SubTask 1.8	Preliminary Structural Evaluation		24	
SubTask 1.9	Preliminary Electrical Evaluation		28	
SubTask 1.10	Preliminary Mechanical Evaluation		24	
SubTask 1.11	Preliminary I&C Evaluation		44	
SubTask 1.12	Coordination of SRF Requirements for PER		94	
SubTask 1.13	Preliminary Engineering Report		272	
SubTotal			1516	\$191,935
Task 2- Distribution SCADA Upgrades			Hours	Estimated Fee
SubTask 2.1	Identify Operational Objectives		77	
SubTask 2.2	Workshop with System Integrators		64	
SubTask 2.3	Evaluation of Alternatives		57	
SubTask 2.4	Instrumentation and Controls Description		35	
SubTask 2.5	Instrumentation and Controls Design		90	
SubTask 2.6	Communication Design and Coordination		110	
SubTotal			433	\$47,070
Task 3- Final Design Completion			Hours	Estimated Fee
SubTask 3.1	Structural		680	
SubTask 3.2	Mechanical		340	
SubTask 3.3	Plumbing		280	
SubTask 3.4	Electrical		480	
SubTask 3.5	Instrumentation and Control		270	
SubTask 3.6	Civil/Site		4388	
SubTotal			6438	\$826,870
Task 4- Advertisement and Bidding			Hours	Estimated Fee
SubTask 4.1	Preparation of Bidding Documents		108	
SubTask 4.2	Contractor Prequalification		216	
SubTask 4.3	Requests for Information		207	
SubTask 4.4	Addenda Preparation		309	
SubTask 4.5	Bid Evaluation and Recommendation		59	
SubTask 4.6	Contract Preparation and Recommendation		64	
SubTotal			963	\$120,710
Total Estimated Hours			9350	
Total Estimated Fee				\$1,186,585



City of Franklin
Water Treatment Plant Improvements
Hourly Rates
11/16/2012



Senior Principal	\$215
Principal	\$180
Project Manager / Senior Engineer	\$150
Project Engineer	\$125
Project Engineer Intern	\$90
Senior Desinger	\$125
Resident Project Representative	\$90
Clerical	\$70



HISTORIC
FRANKLIN
TENNESSEE

ITEM #5
WRKS 11/27/2012

MEMORANDUM

November 15, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *ES*
David Parker, CIP Executive
Mark Hilty, Water Management Director

SUBJECT: **City of Franklin Water Treatment Plant Modifications**
COF Contract No. 2012-0183

Purpose

The purpose of this memorandum is to present to the Board of Mayor and Aldermen (BOMA) a professional services agreement (PSA) with Smith Seckman Reid, Inc. (SSR) for design services associated with modifications to the City of Franklin Water Treatment Plant.

Background

The City, through an integrated planning process, has developed various projects associated with the City's water system needed to provide for near and long term operations, maintenance, and capital investments. On May 8, 2012 the BOMA Board of Mayor and Aldermen (BOMA) approved Resolution 2012-18 adopting the IWRP priority projects and associated funding plan for both the water and wastewater systems, including modifications to the Water Treatment Plant.

City staff, having gone through a qualifications-based selection process has negotiated with SSR, the recommended firm as approved through Resolution 2012-54, to develop a scope of services and associated fee schedule as presented in the Professional Services Agreement (PSA) and in Attachment A of the PSA for design services associated with modifications to the City of Franklin Water Treatment Plant.

Financial Impact

The financial impact to the City is a total not to exceed amount of \$1,246,585.00 based on the proposed Scope of Services for Tasks 1, 2, 3 & 4 (\$1,186,585.00) and anticipated Direct Expenses to be reimbursed at cost (\$60,000.00) as negotiated with SSR by City staff. This project is an approved element of the Integrated Water Resource Plan. This will be funded as a part of the Water Fund Capital Investment program.

Recommendation

Staff recommends approval of the Professional Services Agreement with Smith Seckman Reid, Inc. for the design Scope of Services (Tasks 1, 2, 3 & 4) and anticipated Direct Expenses associated with Franklin's Water Treatment Plant Modifications project in an amount not to exceed \$1,246,585.00. .