


MEMORANDUM

May 1, 2013

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator 
David Parker, City Engineer/CIP Executive
Paul Holzen, Director of Engineering
Dustin Scruggs, Staff Engineer 1

SUBJECT: Consideration of Professional Services Agreement (PSA) with Civil & Environmental Consultants, Inc. (CEC) for the Ralston Creek at Cheswicke Farms Stream Restoration Project
(COF Contract 2013-0052)

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) to consider a Professional Services Agreement (PSA) with Civil & Environmental Consultants, Inc. (CEC) to provide engineering design and additional technical services for the Ralston Creek at Cheswicke Farms Stream Restoration Project

Background

The City of Franklin evaluated Ralston Creek in 2010 and identified it as a stream in need of restoration work in order to keep it off the list of impaired streams in Tennessee. To date, Ralston Creek, a tributary of the impaired Harpeth River has not been assessed by the Tennessee Department of Environment and Conservation (TDEC). This particular reach of Ralston Creek was identified as a good segment on which to enhance the stream buffer, since it is located within the common area of the Cheswicke Farms subdivision.

Upon further evaluation, the City decided that the stream was also in need of restoration work beyond a simple buffer enhancement. The stream has a concrete swale underneath portions of it and lacks definition, especially in the bend, where another channel enters the stream from the west. Additional conditions for which mitigation is necessary include stream bank erosion, improper pattern and profile, improper elevation changes at the upper and lower tie-ins, trash and debris, and lack of riparian buffer.

The purpose of this project is to restore the subject stream to a more aesthetically pleasing and stable condition by incorporating natural stream design principles that will enhance the aquatic habitat.

Financial Impact

The cost, as negotiated with CEC, for the engineering design and additional technical services is an amount not to exceed \$57,050. This project will be paid for out of the FY 2013 Approved Capital Stormwater Budget under line item 89410 Drainage.

Recommendation

Approval of the Professional Services Agreement with CEC (COF Contract No. 2013-0052) for an amount not to exceed \$57,050 is recommended.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2013-0052**

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 agrees 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:

Ralston Creek at Cheswicke Farms Stream Restoration

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 on a time and materials basis for work performed based on the fee schedule as contained in **Attachment A** in the Amount Not To Exceed **FIFTY SEVEN THOUSAND FIFTY AND NO/100 DOLLARS (\$57,050.00)**. The **FEE SCHEDULE** shall be considered as an integral part hereof
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

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

BY: _____

Consultant's Signature

TITLE: Vice President

Date: 5/1/13

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 Article.

3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

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

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

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

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

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

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

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

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

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

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

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or

of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's

choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

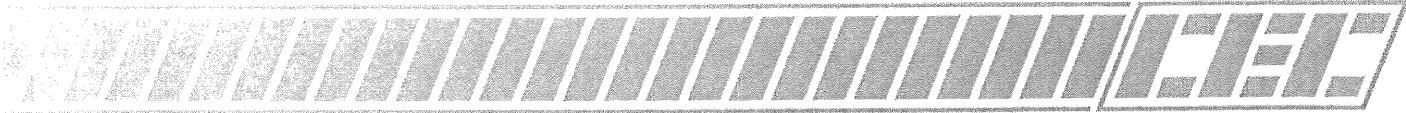
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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



City of Franklin Contract 2013-0052; Attachment A

March 1, 2013
REVISED March 21, 2013

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Holzen:

Subject: Proposal for Professional Engineering Services
Ralston Creek at Cheswicke Farms
City of Franklin, Williamson County, Tennessee
CEC Project No. 130-479

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Franklin as requested under the COF Contract No. 2010-0155. Our preparation of this proposal is based on our meeting at the project site on February 8, 2013 including the email sent to us by Jeff Willoughby after the meeting of site specific information (the two figures are attached for reference) and our prior experience on similar projects (including Ralston Creek at Buckingham Park).

1.0 BACKGROUND

The City of Franklin evaluated Ralston Creek in 2010 and identified it as a stream to do restoration work on in order to keep it off the list of impaired streams in Tennessee. To date, Ralston Creek, a tributary of the impaired Harpeth River has not been assessed by the Tennessee Department of Environment and Conservation (TDEC). This particular reach of Ralston Creek was identified as a good segment on which to enhance the stream buffer since it is located within the common area of Cheswicke Farms. Upon further evaluation, the City decided that the stream was also in need of restoration work beyond the enhancement of the buffer. The stream has a concrete swale underneath portions of it and lacks definition, especially in the bend where another channel enters the stream from the west. Additional conditions for which mitigation is necessary include stream bank erosion, improper pattern and profile, improper elevation changes at the upper and lower tie-ins, trash and debris, and lack of riparian buffer.

Civil & Environmental Consultants, Inc.

Nashville	405 Duke Drive Suite 270 Nashville, Tennessee 37067 Ph: 615/333-7797 / Fx: 615/333-7751 Toll Free: 800/763-2326 nashville@cecinc.com www.cecinc.com	Austin	855/365-2324	Cleveland	866/507-2324	North Central PA	877/321-2324
		Boston	866/312-2024	Columbus	888/598-6808	Phoenix	877/231-2324
		Charlotte	855/859-9932	Detroit	866/380-2324	Pittsburgh	800/365/2324
		Chicago	877/963-6026	Export	800/899-3610	St. Louis	866/250-3679
		Cincinnati	800/759-5614	Indianapolis	877/746-0749	Toledo	888/598-6808



2.0 PURPOSE

The purpose of this project is to restore the subject stream to a more aesthetically pleasing and stable condition by incorporating natural stream design principles that will enhance the aquatic habitat. A secondary purpose of this project, should the City choose to do so, will be to add a permanent stream crossing to allow for maintenance and passive recreation. However, this task has not been included within this proposal but can be provided upon request.

3.0 SCOPE OF SERVICES

The following scope of services is based upon the three-page “Stream Restoration Projects - Consultant Contract Design Tasks and Construction Administration” given to CEC at the January 12, 2011 meeting and as modified during that meeting.

3.1 Project Survey/Scoping/Functional Layout

- Full Boundary and Topographic Survey of the project area including adjoining properties for which easements may be necessary to complete the restoration.
- CEC will perform a topographic field survey of the project area using Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database. CEC understands that GIS data of this area will be made available for CEC to use on this project. The purpose of this initial survey is to gather information for developing a current and comprehensive drawing of the existing stream and immediate surrounding area. This drawing will be used in developing and graphically depicting the proposed restoration design. This topographic survey is a prerequisite for all the following tasks.
- CEC will analyze the survey to determine a functional layout required for the stream restoration design and review with the City prior to continuing with the work.

3.2 Preliminary and ROW Plans preparation

CEC will perform the following tasks:

- Develop Initial Design(s)
- Meet with City Staff to go over initial project findings, so the design approach can be approved



- Consultant to submit One Set of Preliminary Plans for City Review and Approval (Electronic Submittal acceptable)
- CEC will proceed with preparing the ROW plans after receiving comments back from City on the Preliminary Plans
- CEC will prepare draft permit applications for a City of Franklin grading permit and for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (this will include preparation of a preliminary Erosion Prevention and Sediment Control (EPSC) plan, Storm Water Pollution Prevention Plan (SWPPP), and Notice of Intent (NOI)), and a General Aquatic Resource Alteration Permit (ARAP) application and Corps of Engineers Nationwide Permit application
- Identify ROW/Easement Acquisition Needs
- Preliminary Hydraulic Design – including analysis of the flow from the upstream concrete-lined trapezoidal channel in which Ralston Creek is located. The upper reaches of the restored stream will need to withstand the shear stresses and turbulence associated with the transition from a concrete-lined channel to a natural stream
- Preliminary Landscaping Design (CEC will attempt to use the City's current planting plan and may adjust it based on project constraints)
- Preliminary ROW Plan Review/Utility Coordination – One Full-Size Set of ROW Plans for Each Utility's Use (Electronic Copies May be Accepted based on the Utility) and One Full-Size Set, One Half-Size Set, and an Electronic Copy of ROW Plans for City Review
- ROW Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, X-Sections (Every 50')
- Hold/Attend one Preliminary Utility Coordination Meeting (CEC has estimated a cost of \$800 per utility coordination meeting)
- Prepare exhibits for Public Hearing
 - Two Sets of ROW Plans, Display Boards, and Presentation
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public)
- Incorporate Comments and Changes into ROW Plans and Finalize ROW Plans,
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized ROW Plans
- Legal Descriptions and Exhibits
 - Descriptions and Exhibits to be printed on 8 ½" x 11" paper (one tract per page)



- Exhibits to show existing and proposed features, property lines, proposed ROW and easements
- Prepare Preliminary Quantities and Cost Estimate.

3.3 Construction Plans preparations

CEC will perform the following tasks:

- Finalize Design and Prepare Plan Specifications
 - Incorporate Special Conditions from ROW/Easement Acquisition
 - Calculate Final Quantities and Cost Estimate
 - Prepare Erosion Prevention and Sediment Control Plans
 - Prepare General Notes
 - Finalize Water Quality Permit Applications (this task will include water quality type permits such as the Aquatic Resource Alteration Permit application, the Corps of Engineer's permit applications, the NOI and SWPPP, and the Franklin Grading Permit application)
- Construction Plan 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
- Construction Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Quantities, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, Erosion Control, General Notes, X-Sections (Every 50')
- Final Utility coordination meetings (If Necessary)
- Incorporate Comments and Changes into Plans and Finalize Plans
- Finalize the City of Franklin grading permit application and a Notice of Intent (NOI) and SWPPP for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (applicable permit application fees are assumed to be waived for the City grading permit; State permit fees are assumed to be paid by the City of Franklin and have not been included in the costs for this proposal)
- Submit Permit Applications CEC assumes that the City will reimburse payment of the application fees)
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized Construction Plans and Specifications



Note: CEC will attend Status Update and Other Necessary Meetings during the life of the Project and has estimated five meetings in addition to those specifically listed above in Tasks 3.1 through 3.3 for the purposes of providing a cost schedule with this proposal. CEC will maintain an updated schedule of project tasks and will submit this via email monthly (or as requested by the City).

3.4 Project Bidding Assistance

The purpose of this task is to administer the bidding process for the City of Franklin. This task will include the following subtasks:

- CEC will make necessary copies and sell bid documents and maintain a list of bidders(CEC assumes that the City will pay any costs associated with advertising the bid in the newspaper)
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- Review and Approve Shop Drawings
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- Interpret/Clarify Plan or Specification Questions or Conflicts
- Conduct Substantial Completion Walk Through
- Prepare Punchlist
- Conduct Final Walk Through



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- Prepare Final Change Order

3.6 Warranty Documentation Assistance

- Supply information to the City as to when materials are placed into service
- Conduct Warranty Walk Through – Near the end of the warranty period to identify products or materials that may not be working properly

4.0 SCHEDULE

CEC can begin work within two weeks of receiving your authorization to proceed.

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 of Franklin’s approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Task	Not-to-Exceed Cost
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3.4 Project Bid Administration	\$3,250
3.5 Construction Administration	\$12,700
3.6 Warranty Documentation Assistance	\$2,000

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.

Mr. Paul Holzen, P.E., LEED AP
CEC Project No. 130-479
Page 7 of 7
March 21, 2013



6.0 CLOSING

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

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

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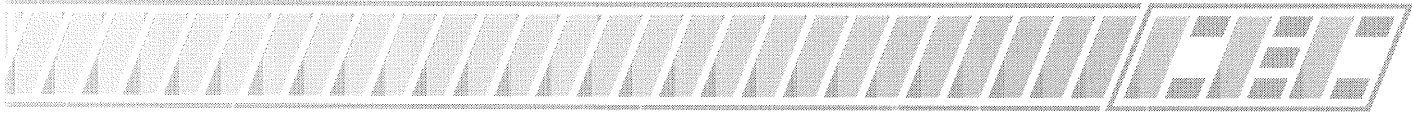
Steven E. Casey, P.E., CPESC
Project Manager

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Jeff Duke, CPESC
Vice President

Cc: Crystal Piper, Stormwater Coordinator

Enclosures



March 1, 2013
REVISED March 21, 2013

COF Contract No. 2013-0052 Attachment A

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Holzen:

Subject: Proposal for Professional Engineering Services
Ralston Creek at Cheswicke Farms
City of Franklin, Williamson County, Tennessee
CEC Project No. 130-479

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Franklin as requested under the COF Contract No. 2010-0155. Our preparation of this proposal is based on our meeting at the project site on February 8, 2013 including the email sent to us by Jeff Willoughby after the meeting of site specific information (the two figures are attached for reference) and our prior experience on similar projects (including Ralston Creek at Buckingham Park).

1.0 BACKGROUND

The City of Franklin evaluated Ralston Creek in 2010 and identified it as a stream to do restoration work on in order to keep it off the list of impaired streams in Tennessee. To date, Ralston Creek, a tributary of the impaired Harpeth River has not been assessed by the Tennessee Department of Environment and Conservation (TDEC). This particular reach of Ralston Creek was identified as a good segment on which to enhance the stream buffer since it is located within the common area of Cheswicke Farms. Upon further evaluation, the City decided that the stream was also in need of restoration work beyond the enhancement of the buffer. The stream has a concrete swale underneath portions of it and lacks definition, especially in the bend where another channel enters the stream from the west. Additional conditions for which mitigation is necessary include stream bank erosion, improper pattern and profile, improper elevation changes at the upper and lower tie-ins, trash and debris, and lack of riparian buffer.

Civil & Environmental Consultants, Inc.

Nashville	405 Duke Drive Suite 270 Nashville, Tennessee 37067 Ph: 615/333-7797 / Fx: 615/333-7751 Toll Free: 800/763-2326 nashville@cecinc.com www.cecinc.com	Austin	855/365-2324	Cleveland	866/507-2324	North Central PA	877/321-2324
		Boston	866/312-2024	Columbus	888/598-6808	Phoenix	877/231-2324
		Charlotte	855/859-9932	Detroit	866/380-2324	Pittsburgh	800/365/2324
		Chicago	877/963-6026	Export	800/899-3610	St. Louis	866/250-3679
		Cincinnati	800/759-5614	Indianapolis	877/746-0749	Toledo	888/598-6808



2.0 PURPOSE

The purpose of this project is to restore the subject stream to a more aesthetically pleasing and stable condition by incorporating natural stream design principles that will enhance the aquatic habitat. A secondary purpose of this project, should the City choose to do so, will be to add a permanent stream crossing to allow for maintenance and passive recreation. However, this task has not been included within this proposal but can be provided upon request.

3.0 SCOPE OF SERVICES

The following scope of services is based upon the three-page “Stream Restoration Projects - Consultant Contract Design Tasks and Construction Administration” given to CEC at the January 12, 2011 meeting and as modified during that meeting.

3.1 Project Survey/Scoping/Functional Layout

- Full Boundary and Topographic Survey of the project area including adjoining properties for which easements may be necessary to complete the restoration.
- CEC will perform a topographic field survey of the project area using Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database. CEC understands that GIS data of this area will be made available for CEC to use on this project. The purpose of this initial survey is to gather information for developing a current and comprehensive drawing of the existing stream and immediate surrounding area. This drawing will be used in developing and graphically depicting the proposed restoration design. This topographic survey is a prerequisite for all the following tasks.
- CEC will analyze the survey to determine a functional layout required for the stream restoration design and review with the City prior to continuing with the work.

3.2 Preliminary and ROW Plans preparation

CEC will perform the following tasks:

- Develop Initial Design(s)
- Meet with City Staff to go over initial project findings, so the design approach can be approved



- Consultant to submit One Set of Preliminary Plans for City Review and Approval (Electronic Submittal acceptable)
- CEC will proceed with preparing the ROW plans after receiving comments back from City on the Preliminary Plans
- CEC will prepare draft permit applications for a City of Franklin grading permit and for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (this will include preparation of a preliminary Erosion Prevention and Sediment Control (EPSC) plan, Storm Water Pollution Prevention Plan (SWPPP), and Notice of Intent (NOI)), and a General Aquatic Resource Alteration Permit (ARAP) application and Corps of Engineers Nationwide Permit application
- Identify ROW/Easement Acquisition Needs
- Preliminary Hydraulic Design – including analysis of the flow from the upstream concrete-lined trapezoidal channel in which Ralston Creek is located. The upper reaches of the restored stream will need to withstand the shear stresses and turbulence associated with the transition from a concrete-lined channel to a natural stream
- Preliminary Landscaping Design (CEC will attempt to use the City's current planting plan and may adjust it based on project constraints)
- Preliminary ROW Plan Review/Utility Coordination – One Full-Size Set of ROW Plans for Each Utility's Use (Electronic Copies May be Accepted based on the Utility) and One Full-Size Set, One Half-Size Set, and an Electronic Copy of ROW Plans for City Review
- ROW Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, X-Sections (Every 50')
- Hold/Attend one Preliminary Utility Coordination Meeting (CEC has estimated a cost of \$800 per utility coordination meeting)
- Prepare exhibits for Public Hearing
 - Two Sets of ROW Plans, Display Boards, and Presentation
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public)
- Incorporate Comments and Changes into ROW Plans and Finalize ROW Plans,
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized ROW Plans
- Legal Descriptions and Exhibits
 - Descriptions and Exhibits to be printed on 8 ½" x 11" paper (one tract per page)



- Exhibits to show existing and proposed features, property lines, proposed ROW and easements
- Prepare Preliminary Quantities and Cost Estimate.

3.3 Construction Plans preparations

CEC will perform the following tasks:

- Finalize Design and Prepare Plan Specifications
 - Incorporate Special Conditions from ROW/Easement Acquisition
 - Calculate Final Quantities and Cost Estimate
 - Prepare Erosion Prevention and Sediment Control Plans
 - Prepare General Notes
 - Finalize Water Quality Permit Applications (this task will include water quality type permits such as the Aquatic Resource Alteration Permit application, the Corps of Engineer's permit applications, the NOI and SWPPP, and the Franklin Grading Permit application)
- Construction Plan 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
- Construction Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Quantities, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, Erosion Control, General Notes, X-Sections (Every 50')
- Final Utility coordination meetings (If Necessary)
- Incorporate Comments and Changes into Plans and Finalize Plans
- Finalize the City of Franklin grading permit application and a Notice of Intent (NOI) and SWPPP for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (applicable permit application fees are assumed to be waived for the City grading permit; State permit fees are assumed to be paid by the City of Franklin and have not been included in the costs for this proposal)
- Submit Permit Applications CEC assumes that the City will reimburse payment of the application fees)
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized Construction Plans and Specifications



Note: CEC will attend Status Update and Other Necessary Meetings during the life of the Project and has estimated five meetings in addition to those specifically listed above in Tasks 3.1 through 3.3 for the purposes of providing a cost schedule with this proposal. CEC will maintain an updated schedule of project tasks and will submit this via email monthly (or as requested by the City).

3.4 Project Bidding Assistance

The purpose of this task is to administer the bidding process for the City of Franklin. This task will include the following subtasks:

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Mr. Paul Holzen, P.E., LEED AP
CEC Project No. 130-479
Page 7 of 7
March 21, 2013



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