

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2013-0106

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and LAMBE + ASSOCIATES, LLC. 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:

FOR PROGRAMMING AND DESIGN SERVICES FOR THE CITY
HOUSEHOULD HAZARDOUS WASTE FACILITY FOR THE SANITATION
AND ENVIROMENTAL SERVICES COMPLEX
LOCATED AT 417 CENTURY COURT

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 a Fee Not to Exceed NINTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY and No/100 DOLLARS (\$97,880.00) for the work as outlined in SCOPE OF SERVICES AND DUTIES (Attachment A). NO LEED FUNDING IS PART OF THIS SCOPE.
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: _____
Date: _____

BY: _____
Mr. Eric Stuckey
City Administrator
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 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.

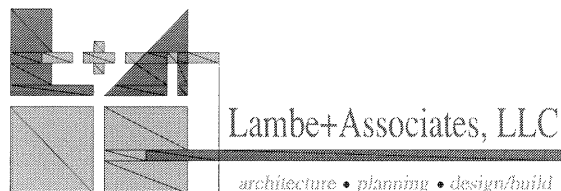
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed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



August 2, 2013

Brad Wilson
Facilities Project Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

**RE: BOPAE – Household Hazardous Waste Facility for the City of Franklin
417 Century Court - Franklin, Tennessee**

Dear Brad,

Lambe + Associates, LLC (L+A) appreciate the opportunity to continue our relationship with you and the City of Franklin. Thank you also for the opportunity to submit this fee proposal for architectural and engineering services to design the new Household Hazardous Waste Facility for the City of Franklin, TN (hereto referred to as the “BOPAE” facility, a synonym for batteries, oil, paint, anti-freeze, and electronic waste). We look forward to a successful project.

BACKGROUND

Based on our meeting with you, Becky Caldwell, and Doug Pratt on 7.17.13, it is our understanding that the City wishes to design and construct a new facility to properly receive, process, and dispose of common household hazardous waste items. As we understand the project at this time, the new BOPAE facility would be a durable building approximately 8,000 to 10,000 square feet that could be used for the collection, bulking, separation, and disposal of common household hazardous waste, and some business waste. Typical waste products may include, but are not limited to fuels, acids, bases, mercury, paint, oil, antifreeze, pesticides, fertilizers, toxins, fluorescent light tubes, and electronic components. The facility would include a bulking work area(s), a full container storage area, an empty container storage area, a covered public unloading area, and a re-use area. Employee and staff amenities, such as a small administrative office (which may double as a break room), locker areas, handicapped accessible toilets, and an emergency shower area would be provided. The building would be designed with large roll-up doors to facilitate load-in/out, include spill containment wells, and incorporate an intricate air exhaust system. The site would be developed to facilitate delivery drop-offs and outgoing disposal shipments.

At this time, the site for the new building is a parcel located adjacent to the existing Solid Waste Department Complex at 417 Century Court. The BOPAE new facility is anticipated to be a single-story pre-engineered building with a concrete slab-on-grade floor and a pitched standing seam roof. While the exact programmatic space needs for the facility have not been finalized, we

anticipate the building would be positioned on the site to accommodate one-way loop traffic for drop-offs and deliveries, disposal pickup and hauling traffic, and possibly staff vehicle parking.

This proposal recognizes that while the City desires to emphasize sustainable strategies with the design of the new facility, the specific objectives have yet to be determined. The City of Franklin may wish to obtain a minimum LEED certification through a formal process, or may simply choose to document the implementation of sustainable design strategies utilized throughout, such as energy conservation measures, renewable energy sources, and/or universal green design choices. As a decision making tool for the City to aid in making this decision, we have structured our fee schedule to address the related costs for achieving these options.

SCOPE OF WORK

L+A proposes the following phases of services to complete the tasks required to design and develop permit and construction documents for the project.

Phase I - Programming and Schematic Design

L+A will initially work with you, Ms. Caldwell, and Mr. Pratt to determine and develop a program of needs for the project. We will meet with you and the various users to gather data for the design, including site considerations, interior layout, mechanical, electrical, and structural systems, and other special features that should be incorporated for the building's design. We will also visit other locations where similar buildings may be in place in order to talk with the operating personnel regarding design requirements. L+A will also address environmental issues with state and local entities having jurisdiction in order to determine specific requirements for air quality, spill containment, and site containment given the nature of the building's use.

Following approval of the spatial program, our team will begin to develop schematic designs of the building and site. L+A will develop a schematic design package during this phase that will address such issues as site layout, including anticipated roadway circulation, parking, and hauling routes, building floor plans to delineate the physical spaces required, and building elevations to provide an idea of how the building will look aesthetically. At this point, we will also meet with the Franklin Planning Department and the Franklin Codes Department to review our concepts and discuss any issues or concerns in order to finalize our plans. We will perform a preliminary code analysis for the building and site based on these preliminary designs.

L+A will work closely with you and the selected personnel to address all major issues of the design during this phase of the design process. We will work with our engineering consultants to discuss and evaluate mechanical, electrical, structural, and other systems. Deliverables for the Programming and Schematic Design Phase will include a written *Program Document* detailing our investigation, findings and determination of physical space requirements for the building and site, and finalized concept drawings for the site, building floor plan, and building elevations.

Phase II - Construction Documents

Following approval of the Program Document and Schematic Design Package, L+A will begin work to produce construction documents for the project. Our team will provide all civil, landscaping, structural, architectural, mechanical, plumbing, and electrical documents necessary to permit and construct the project (including the LEED certification documentation process if so desired). The Owner will be responsible for other disciplines that may be required including, but not limited to interior design, surveying, and/or geotechnical investigations.

At this time, we anticipate the following drawing sheets will be produced for the permitting and construction package (*actual sheet types and quantities by engineering disciplines may vary*):

- Cover Sheet, Index to Drawings, and Code Analysis
- C1.00; Civil Existing Conditions and Demolition Plan (civil engineer)
- C2.00; Civil Site Layout and Utilities Plan (civil engineer)
- C3.00; Civil Grading and Drainage Plan (civil engineer)
- C3.01; Civil Storm Water Pollution Prevention Plan (civil engineer)
- C3.02; Civil S.W.P.P.P. Notes and Details (civil engineer)
- C4.00; Civil Notes and Details (civil engineer)
- C4.01; Civil Details (civil engineer)
- L1.00; Landscape Plan (landscape architect)
- L1.01; Landscape Notes, Details, and Legends (landscape architect)
- S0.1; Structural General Notes, Details, and Specifications (structural consultant)
- S1.1; Structural Foundation Plan (structural consultant)
- S2.1; Structural Framing Plan (structural consultant)
- S3.1; Structural Roof Framing Plan (structural consultant)
- S4.1; Structural Foundation Details (structural consultant)
- S4.2; Structural Wall Details (structural consultant)
- S4.3; Structural Miscellaneous Details (structural consultant)
- A001; General Conditions Sheet and U.L. Assembly Details(L+A)
- A002; ADA Guidelines and Details (L+A)
- A100; Architectural Floor Plan, Notes, and Legends (L+A)
- A101; Architectural Enlarged Partial Plans (L+A)
- A200; Architectural Roof Plan and Roof Details (L+A)
- A300; Architectural Reflected Ceiling Plan (L+A)
- A300; Architectural Ceiling Details (L+A)
- A400; Architectural Building Elevations (L+A)
- A500; Architectural Building Sections (L+A)
- A501; Architectural Building Sections (L+A)
- A600; Architectural Wall Sections (L+A)
- A601; Architectural Wall Sections and Details (L+A)
- A601; Architectural Details - Interior Details, etc. (L+A)
- A701; Architectural Miscellaneous Details (L+A)
- A800; Architectural Door and Window Schedules and Details (L+A)
- A900; Architectural Millwork and Casework Details (L+A)
- M100; Mechanical HVAC Floor Plan (mechanical consultant)
- M200; Mechanical HVAC Details, Specifications, and Legends (mechanical consultant)
- P100; Plumbing Floor Plan (plumbing consultant)
- P200; Plumbing Waste and Vent Floor Plan (plumbing consultant)

- P300; Plumbing Water Floor Plan (plumbing consultant)
- P400; Plumbing Schedules, Specifications, and Details (plumbing consultant)
- P500; Plumbing Riser Diagrams (plumbing consultant)
- E001; Electrical Legends, Schedules, and Abbreviations (electrical consultant)
- E100; Electrical Lighting Floor Plan (electrical consultant)
- E200; Electrical Power and Systems Floor Plan (electrical consultant)
- E300; Electrical Schedules and Details (electrical consultant)
- E400; Electrical Specifications (electrical consultant)
- E500; Electrical Site Lighting Plan (electrical consultant)

Technical specifications for all architectural and engineering disciplines, as required, will be included in a Project Manual provided in the standard Construction Specifications Institute (CSI) format. L+A assumes that the City will provide all “front end” documents to L+A for our use for the project manual, including standard municipality acquisition and/or bidding formats, solicitation to bidders, bid forms, and contracts.

As previously mentioned, L+A will provide architectural, civil, landscaping, structural, mechanical, plumbing, and electrical engineering documents for permitting. It is our understanding that the City of Franklin will retain other engineering or specialty services that may be required for the project under separate contracts with these entities, including but not limited to surveying, geotechnical services, and interior design. These documents if required, shall be made available to L+A to assist us with completion of our design documents. L+A will coordinate the design of each discipline with the architectural documents as part of our scope of work, and all engineering documents (whether provided under our fee scope or retained under separate contract) will be bound for inclusion in L+A’s final permitting documents. We would request that the Owner authorize a qualified geotechnical consultant to conduct an investigation of the proposed site that would include soil borings in the area of the building, walks, and parking areas when known. We would request a copy of these reports when available. Finally, we would request that the City provide an updated survey of the property to include the new roadway design north of the site.

Should additional architectural or engineering services beyond those described above be required by you, the City of Franklin, the State of Tennessee, or other agencies having local jurisdiction to permit or construct the project, L+A will work with you to provide these additional services at a fee to be negotiated at that time.

L+A proposes a lump sum fee proposal for this phase of the project based on the criteria outlined above. The Owner will be responsible for all costs associated with review fees, securing permits, or other fees that are not included in this proposal. The design and selection of any specialty equipment (such as furnishings, fixtures, or equipment) that may be required for the facility are not included in our design proposal, but are to be selected by others with templates provided to L+A for our drawings. L+A will identify the power and/or utility requirements for this equipment for the building based on the information provided. The design for all interior and exterior (monumental)

signage and furniture selection is not included in our fee quote, but may be included and a fee negotiated at a later time if requested by you.

Phase III - Construction Administration

L+A will provide construction administrative services to assist the contractor and Owner during construction. Such services typically include technical reviews of submittals and shop drawing information submitted by the Contractor for compliance with the drawings and specifications, periodic site observation visits, review of the work in place for confirmation of pay applications submitted by the Contractor, and addressing miscellaneous issues that may arise during the work. At this time, we estimate the required services during the construction phase would be as follows:

- Review of Shop Drawings and Submittals
- Bi-weekly Site Observation Visits (including travel time, site meeting, and observation report)
- Project Progress Meetings with the Owner and Contractor
- Final Punch List and Close-out
- Digital Plans and Specifications to the City of Franklin for archival use
- Documentation of all Product Submittals, Correspondence, and Pay Applications during construction

The construction documents package prepared by L+A will require the Contractor (under his bid) to maintain, prepare, and submit “Record Documents” for the City at the completion of the construction phase in order to document changes or modifications that may be made to the construction documents during construction. The Contractor will also be responsible for submitting all close-out documentation to the City, including Operations and Maintenance (O&M) manuals, lien waivers, and completed punch-lists prior to receiving final payment. Costs incurred by the Architect to modify design documents as a result of Owner-requested changes and/or cost-savings measure during the construction phase will be charged as an additional service at the Architect’s hourly rate.

We assume that the Owner or Contractor will be responsible for all submissions to local and/or state codes, or zoning agencies for permitting purposes. Any modifications to the documents required following the release of final construction documents resulting from these reviews will be performed as an additional service for all items noted not due to our negligence. Review fees for these services are to be paid by the Owner.

SCHEDULE OF FEES

L+A’s fee for professional design services will be performed on a lump-sum fee basis, based on the estimated time required to complete each task at our current office rate of \$120/hour. Should additional architectural or engineering services be required beyond those described above by either you, the owner, The City of Franklin or Williamson County, the State of Tennessee, or other

government agencies having local jurisdiction to permit or construct the project, L+A will work with you and the Owner to provide these additional services at a fee to be negotiated at that time

The design for all interior and exterior (monumental) signage and furniture selection is not included in our fee quote, but may be included and a fee negotiated at a later time if requested by you. If required, L+A will coordinate and assemble architectural drawings that may be required for a submission to the Planning Commission for approval and attend meetings to provide presentations if requested by the Owner. L+A and our consultants will also provide guidance and documentation for LEED certification should the City determine that they wish to seek LEED certification. We have provided a separate cost for these services in addition to our base fee proposal.

We propose the following fees for each phase of work as described above:

Phase I - Programming and Schematic Design: **\$15,076**

- Planning and Design Meetings
- Site Visits (to similar sites)
- Code Analysis
- Civil, Structural, MPE Design Analysis
- Programming Document
- Schematic Design Package Documentation:

Phase II - Permitting and Construction Documents: **\$58,204**

- Civil and Landscape Design Documents
- Structural Design Documents
- Architectural Design Documents
- Mechanical and Plumbing Design Documents
- Electrical Design Documents
- Technical Specification Design Documents
- Bidding and Negotiation Services

Phase III - Construction Administration: **\$12,020**

- Review of Shop Drawings and Submittals
- Site Observation Visits and Field Reports
- Project Progress Meetings with Owner and Contractor
- Final Punch List and Close Out

Total Design Base Fees: **\$85,300**

Following are fees in addition to the base fees for the *Planning Commission Submittal Process* and *LEED Certification* should these services be required or desired by the City of Franklin.

Planning Commission Submittal:

Should the project require formal submittals and approval by the local Planning Commission (PC), L+A and our team will provide these services. The majority of the work for these submittals is provided by the civil engineer and addresses grading, storm water, and parking design. The Architect typically must provide drawings of all building elevations as part of the submittal that identify the massing, exterior materials proposed, and other general information to delineate the design intent for the project. Other deliverables provided by the Architect include color rendering presentations of the proposed building, color boards, and a material samples board for the project. L+A offers the following fee structure scale as a means to assist with your budgeting.

• <i>Building Elevations only:</i>	<i>No Additional Charge</i>
• <i>Civil Engineering Drawings and Calculations:</i>	<i>\$5,500</i>
• <i>Colored Building Elevations and/or Renderings:</i>	<i>\$2,920</i>
• <i>Color Board and/or Material Samples Board:</i>	<i>\$1,480</i>
• <i>Presentation to PC (Architect and Civil Engineer):</i>	<i>\$2,680</i>
<u>Total PC Submittal Fees:</u>	<i>\$12,580</i>

LEED Certification (Optional):

As previously mentioned the City has not yet determined whether the new BOPAE facility will seek LEED certification. If any degree of LEED certification is sought, it is necessary that this process be integrated into the project from the onset, as crucial design decisions may be based on concepts needed to satisfy LEED requirements and documentation is ongoing during the duration of a LEED-designed project. We have solicited separate fee numbers as indicated below to provide these services, with certification through the Green Building Certification Institute (GBCI), should they be desired. Should the project require a less formal approach to sustainable design than LEED certification, we can assume that these costs could be reduced substantially.

• <i>Design Phase: LEED Project Facilitation and Document Mgt:</i>	<i>\$16,500</i>
• <i>Construction Phase: LEED Project Submittals and GBCI Review:</i>	<i>\$2,500</i>
• <i>LEED Project Support – Construction Phase Reporting:</i>	<i>\$5,000*</i>
• <i>Fees (GBCI Registration, Certification, Appeals):</i>	<i>\$4,500**</i>

* This cost can be borne by the Contractor if they are a certified LEED Professional

** Fees for appeals vary from \$500-\$800 for each credit, depending on complexity, and may not apply

<u>Total LEED Certification Estimate:</u>	<i>\$28,500</i>
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Reimbursable Expenses

Reimbursable expenses in addition to the fees quoted above may include but are not limited to additional printing, professional photography, long distance communications, color renderings, travel, meals, and, lodging. Such items would be charged at cost x 20% to cover management expenses. L+A will invoice monthly during the work, and payment is due within fifteen days (15) of receipt.

Again, Lambe + Associates, LLC appreciate the opportunity to work with you and the City of Franklin on this project. ~~If you are in agreement with the terms described, please sign in the appropriate place below and return the original to L+A for our files. Upon receipt, we will send a hardcopy by regular mail for your company files.~~

Please feel free to contact me at 771.9601 should you have any questions regarding this proposal.

Sincerely,

Lambe + Associates, LLC



Timothy A. Lambe, AIA/NCARB
Principal

~~Agreed to as outlined above; Lambe + Associates, LLC authorized to proceed:~~

Signature: _____

Date: _____

Print Name: _____

Title: _____



MEMORANDUM

August 1, 2013

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *Eric*
David Parker, City Engineer/CIP Director
Brad Wilson, Project & Facilities Manager

SUBJECT: Approval to enter into a Professional Services Contract with Lambe + Associates for the design and engineering services for a Household Hazardous Waste Facility (COF Contract No 2013-0106)

Purpose

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) to consider a Professional Services Agreement for a design program regarding the Household Hazardous Waste (HHW) Facility located at the Sanitation and Environmental Services Complex on Century Court.

Background

The Sanitation and Environmental Services Department (SES) had determined that there is a need for a Household Hazardous Waste facility. The facility would house collection of BOPAE (Batteries, Oil, Petroleum, Acid and Electronic waste) along with other household hazardous waste. The Board during the July 23rd meeting authorized negotiations (Resolution 2013-44) for design services with Lambe + Associates, LLC for such a facility. A meeting was held at City Hall with a primary partner (Mr. Tim Lambe) along with SES Director Becky Caldwell to discuss the project scope and the site where the facility will be constructed. Staff identified the desire to provide a design (that will be owned by the City) for future facilities of this kind expected to be needed in Franklin. The current site is approximately seventy five percent (75%) developed and was originally planned to be the Cities Fleet Facility location at the Sanitation and Environmental Complex that fronts Century Court. This site has since been deemed to be too small to accommodate the City's fleet services needs, which will be accommodated at the new consolidated public works facility currently under construction.

The Board of Mayor and Aldermen has also had discussions that any new construction projects for the City would meet LEED qualifications but would not necessarily look to be commissioned. The thought was to design into the project LEED quality products and features that would fulfill the facility at least meeting a LEED standard. The attachment shows costing for the design of a facility with the LEED portion broken out for BOMA's consideration and is not currently part of the final design number due to the size and type of facility.

The Project's Scope of Services as shown as Attachment A depicts the building program for the Household Hazardous Waste facility. The facility is anticipated to be between 8,000 to 10,000 square feet including at least 4 large separated bays for the collection, bulking, separation and disposal of common household hazardous waste and some business waste along with an open area for empty bulk



storage. Typical waste products may include, but are not limited to fuels, acids, bases, mercury, paint, oil, antifreeze, pesticides, fertilizers, toxins, fluorescent light tubes and electronic components. The facility would include a bulking work area(s), a full container and empty container area, storage for drying compounds, a covered public unloading area, and a re-use area. Employee and staff amenities, such as a small administrative office (which will double as a break room), unisex, ADA-accessible restroom facility and an emergency shower area would be provided. The building would be designed with large roll-up doors to facilitate load-in/out, include spill containment wells, and incorporate an intricate air exhaust system. The site will be developed to facilitate delivery drop-offs and outgoing disposal shipments.

Attachment A shows total project cost of all services, not including LEED accreditation, with a commissioning agent, and includes a fee in case the project goes to the COF Planning Commission. A Do Not Exceed Fee of \$97,880 includes the programming and design phase as well as construction administration. In registering with the NGBC (US Green Building Council) the LEED commissioning agent will monitor the point's application and events on the site and partake in a return trip within 10 months to recheck all of the balancing and set points of systems. The LEED Enhanced Commissioning has a value of \$28,500. If BOMA decides to have the facility commissioned with a LEED Consultant then the fee is increased to \$126,380.00. A construction administrative fee is included within the scope of the proposal

Financial Impact

The design services are not included in the Board's approved capital investment plan. The services will be funded through a Grant Contract with the State of Tennessee Department of Environmental and Conversation for a HHW Facility. The grant is a non-matching grant that totals \$250,000.00 and Williamson County has committed an additional \$100,000 toward the project. The City has also budgeted \$100,000 in the Sanitation and Environmental Services Fund.

Recommendation

Staff recommends approval the Professional Services Agreement (COF Contract No 2013-0106) with Lambe + Associates, LLC. for the design and development of a Household Hazardous Waste Facility for the City of Franklin without the LEED commissioning service, resulting in a design services contract of \$97,880.