



January 18, 2022

Ms. Beth Reardon, City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

Dear Ms. Reardon:

Subject: Proposal for Professional Services
Stormwater Infrastructure Improvements
City of Belle Meade, Davidson County, TN
CEC Project 320-084

1.0 BACKGROUND & PURPOSE

On December 8, 2021, Larry Smith and Steve Casey (CEC) met to discuss several on-going projects and toured a portion of the city to review stormwater infrastructure needs in an effort to identify potential projects for 2022 and possibly beyond that. This proposal is based upon this meeting and subsequent conversations with Larry Smith, Public Works Director, as well as results from the stormwater condition assessments that CEC had previously performed for the City (CEC project number 191-246).

Sutherland Avenue at Belle Meade Boulevard

Currently, there is a 12” culvert that is located beneath Sutherland Avenue flowing north to south parallel to Belle Meade Boulevard (see Figure 1 below). The pipe is a RCP at one end and CMP at the other indicating some kind of blind connection between the two pipe material types. This pipe has an obstruction due to collapsing pipe material and needs to be replaced. As discussed on site with Larry, the proposed solution is to replace the existing pipe with RCP at the same diameter as existing. The City also desires to move the existing stop bar on Sutherland Avenue closer to the intersection with Belle Meade Boulevard to improve visibility for vehicles entering the Boulevard from Sutherland.

Figure 1

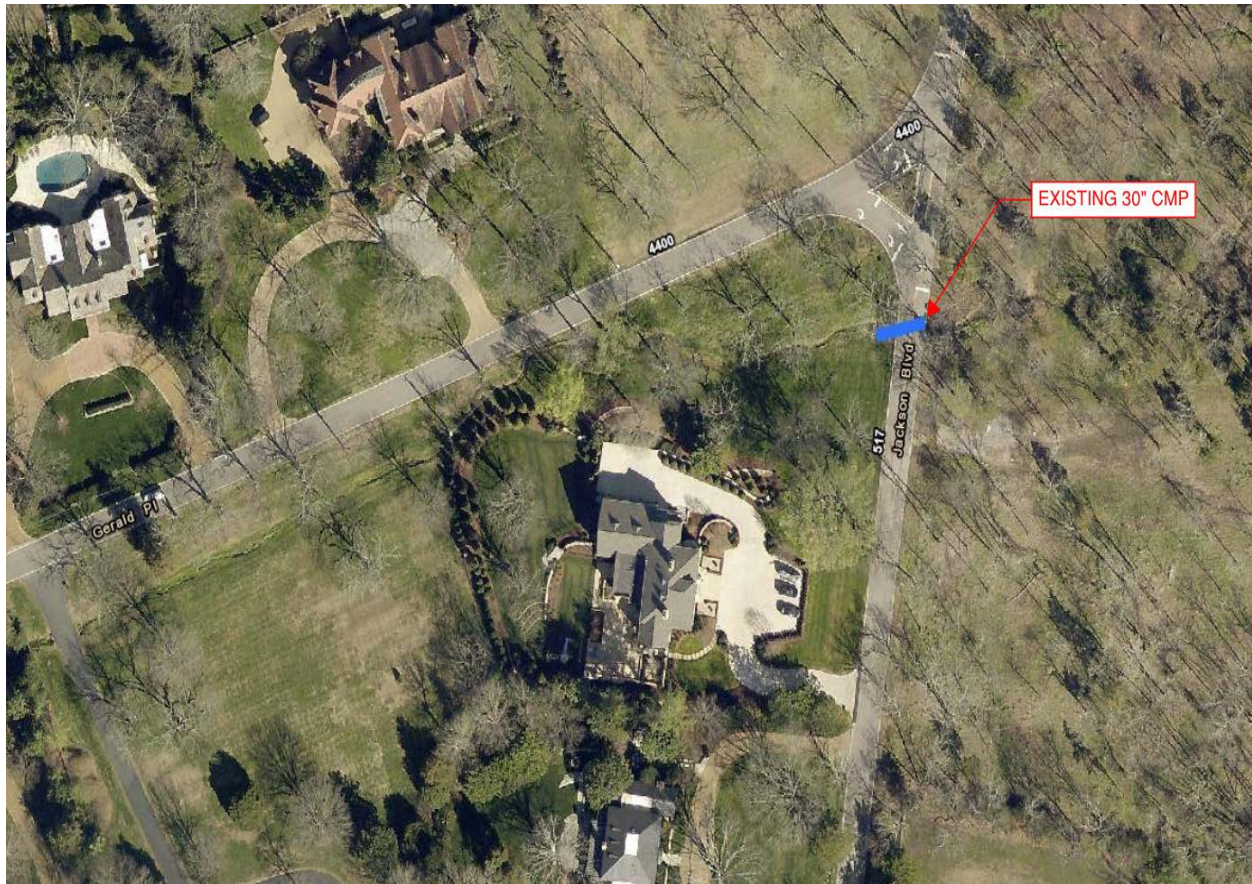


Jackson Boulevard at Gerald Place

The capacity of the existing culvert under Jackson Boulevard is a concern, considering that the original 36" CMP appears it has been compressed to approximately 30" in diameter. Additionally, the bottom of the culvert is rusted and no longer functioning properly. The City wanted to know if the existing pipe could be slip-lined and convey the 10-year storm event without overtopping the road. Upon preliminary analysis, CEC determined that the existing pipe can likely not be slip lined and still convey the 10-year, 24-hour event. Therefore, the culvert will likely need to be replaced with a larger diameter pipe in order to convey the 10-year, 24-hour event. A General Aquatic Resource Alteration Permit (G-ARAP) will likely be required for this work given the jurisdictional nature of the channel.

After field survey data is collected, CEC will refine the hydrology and hydraulics calculations prepared for the preliminary analysis and determine if slip-lining may actually be a viable option. If so, CEC will not prepare plans and specification for replacement of the pipe.

Figure 2



2.0 SCOPE OF WORK

2.1 Task 0001 – Survey

CEC proposes to perform a Topographic Survey of the outlined areas shown in Figures 1 and 2 above. Within the project areas, CEC will locate topographic features, utilities and storm structures (including, when visible, invert elevations, pipe sizes, pipe direction, and pipe material). Contours will be generated at one-foot intervals. Right-of-way and property lines will be shown based upon the current deeds, tax maps, and/or plans of record. Also, within this project area CEC will locate existing boundary monumentation adjacent to said roads to help determine the limits of existing Right-of-Way.

CEC will utilize a two-person survey crew equipped with GPS, Robotics, and Conventional Total Station surveying instruments to complete this task. This survey will be referenced to the Tennessee State Plane coordinate system (NAD83) and the North American Vertical Datum of 1988 (NAVD88) (GEOID12B) and will be performed in accordance with the Tennessee Code Annotated Survey Standards of Practice. Final deliverable of the topographic survey will be a DWG (*.dwg) format and will be used in the coordination of CEC's engineering design.

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

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

2.2 Task 0002 – Design & Permitting

CEC will bundle the two sites into one set of plans and perform the following tasks:

- Prepare a set of plans. The plan set is expected to include:
 - Cover sheet
 - General and special notes
 - Existing conditions
 - Site demolition plan
 - Site layout plan
 - Grading and drainage plan
 - Signage and striping plan
 - Traffic control plan
 - Civil details
 - Erosion and sediment control plans
- Technical specifications are anticipated to be included in the plan sheets.
- Prepare water quality permit application for the Jackson Boulevard site if slip-lining is not a viable option. If slip-lining is a viable option, this may not require a G-ARAP.

- Coordinate with utilities and address their comments in the design.
- Prepare estimated quantities and opinion of probable construction cost.
- Submit an electronic copy and one hard copy of the plan set, water quality permit application, estimated quantities, and opinion of probable construction cost for City review and approval.
- Incorporate comments and changes provided by the City into the plan set and finalize water quality permit application.
- Submit G-ARAP application to TDEC.
- Three total meetings with the City or utilities are included in this task.

2.3 Task 0003 – Bid Documents and Specifications

CEC will perform the following tasks:

- Prepare bid documents. CEC assumes the City will administer the bid.
- Answer questions regarding the bid.
- Review bids received, prepare a bid tabulation, prepare an award recommendation letter, and coordinate contract.
- One meeting with the City is included in this task.

2.4 Task 0004 – Construction Observation/Administration Assistance

CEC will assist the City with construction observation/administration for the project and will perform the following tasks:

- Interpret/clarify plan and/or Specification Questions or Conflicts.
- Conduct site visits for verification of as-built quantities. (Assumes 2 site visits.)
- One meeting, in addition to those mentioned above, with the City is included in this task.

3.0 ASSUMPTIONS

CEC understands that the primary purpose of this proposal is to provide design plans and specifications for stormwater infrastructure improvements over the next fiscal year. CEC also assumes the following:

- For Task 0004, CEC will be present on site at key points during construction as requested by the Public Works Director instead of being present each day. Therefore, two site visits have been included based on previous experience working with the Public Works Director.

- CEC understands that the construction of this project will need to be publically bid. Therefore, the scope of work included in this proposal is for design, permitting, construction document development, bidding assistance, and construction observation/administration. The Jackson Boulevard pipe repair may not require public bid if slip-lining is deemed a viable option; however, for the purpose of preparing a proposal, CEC has assumed this pipe repair/replacement will be part of the bid documents.
- For the hydrologic and hydraulic analysis, CEC will supplement the field run survey with Davidson County LiDAR data collected by the State of Tennessee GIS Services in 2018.
- There is sufficient Right-of-Way for construction. Right-of-Way and easement acquisition services are not included in the scope for this project.
- The proposal does not include geotechnical services for pavement design. CEC will specify to replace pavement in-kind.
- The proposal does not include Landscape Architecture services or landscape plans.
- This project can be permitted under a TDEC General Aquatic Resource Alteration Permit (ARAP) and a USACE Nationwide Permit (NWP) and notification to TDEC and USACE will be required.
- Wetlands will not be impacted by this project.
- The total disturbed area will not exceed one acre. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) and TDEC Construction General Permit application are not included in this proposal.
- Submittal and permit application fees are not included in this proposal cost.
- Construction testing services are not included.
- As-built surveys are not included.
- CEC has included an allowance to address minor administrative and technical questions raised by the agencies during their review. The estimate for this task is based on the assumption that only narrative responses will be required to address the comments and that additional drawings or calculations will not be required. If the level of effort to address agency comments will exceed the budgeted amount, then CEC will notify you and provide an amended cost estimate for this service.
- Bid documents will be distributed electronically. Cost for printing bid documents are not included.

4.0 COST ESTIMATE AND SCHEDULE

The estimated cost to perform the scope of services outlined above is provided below:

Task	Estimated Cost	Estimated Schedule*
0001 Survey	\$3,800	Within four weeks after notice to proceed
0002 Design & Permitting	\$12,100	Four weeks after survey is finalized
0003 Bid Documents	\$3,500	One week after City's approval of Final Construction Plan Set and receipt of permits
0004 Construction Observation	\$4,500	Assumes a three-week construction schedule
Total	\$23,900	

CEC proposes to invoice the project on a time and materials basis in accordance with the rates indicated on the attached Fee Schedule. Should any additional work for the project beyond the scope of this proposal be required, CEC will discuss with the City the cost of such work prior to any work being performed. This additional work, if required, and based upon approval from the City, will be billed according to the attached fee schedule.

5.0 CLOSING

Our Standard Terms and Conditions, which apply to the proposed work, are attached. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed. We look forward to assisting the City with these important tasks to support City staff and assist the City with MS4 Permit compliance. Please call us at (615) 333-7797 should you have any questions regarding this proposal.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Clark T. Chewning, P.E., CFM
Project Manager



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

Enclosures: 2022 Municipal Rate Schedule
Environmental Terms & Conditions

cc: Mr. Larry Smith, Public Works Director

Municipal Services Fee Schedule

January 1, 2022 through December 31, 2022

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$235
Principal.....	\$210
Senior Project Manager	\$196
Project Manager III	\$185
Project Manager II	\$168
Project Manager I	\$141
Assistant Project Manager	\$122
Project Consultant / Geologist / Ecologist / Environmental Scientist.....	\$112
Staff Consultant / Geologist / Ecologist / Environmental Scientist	\$103
CAD Designer	\$125
Draftsperson / CADD Operator.....	\$74
Senior Field Technician.....	\$93
Environmental Technician./ Intern.....	\$55
Senior Land Surveyor	\$145
Assistant Project Surveyor.....	\$107
Survey Technician IV	\$103
Survey Technician III.....	\$86
Survey Technician II.....	\$75
Survey Technician I.....	\$66
Administrative Assistant.....	\$69
Administrative Manager	\$82

DIRECT EXPENSES

Automobile Mileage	Current IRS Rate
Computer / CADD Usage	\$15/hour
Survey Equipment Usage.....	\$12/hour
In-House Equipment Usage.....	per daily rates
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping.....	Cost plus 10%
Miscellaneous Reimbursables	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 10%



1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS. CEC rejects any terms and conditions proposed by the CLIENT that materially alter these TERMS. Acceptance of this PROPOSAL, including acceptance of the TERMS shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and

1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment is due from CLIENT thirty (30) days from the invoice date. Payment shall be made as follows:

Electronic Payment:
PNC Bank, Pittsburgh, PA 15222



PNC Bank Routing #043000096
CEC Account #2272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after seven (7) days written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law and General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable.

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability arising from the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. DISPUTE RESOLUTION

14.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

14.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

14.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15. GOVERNING LAW

The law of the State of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

18. FILE RETENTION

Upon conclusion of the project, our file on the project will be closed and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Dispute Resolution), and 15 (Governing Law) shall survive termination of the AGREEMENT.

END OF TERMS