

RESOLUTION 24-56

TO APPROVE PHASE 2 TASK ORDER WITH NEEL-SCHAFFER FOR THE TRAFFIC SIGNAL AT THE CLEBURNE ROAD/BEEHCROFT ROAD INTERSECTION

WHEREAS, the City of Spring Hill contracted with Neel-Schaffer to perform a joint traffic impact analysis by Resolution 22-83 for properties in proximity to the Cleburne Road/Beechcroft road intersection for the purposes of a proposed traffic signal; and

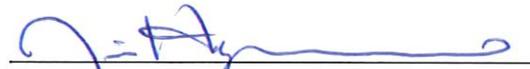
WHEREAS, Neel-Schaffer has submitted a task order for Phase 2 of the project that would include survey and design services, bid assistance services and construction phase assistance, as detailed in Exhibit A attached hereto; and

WHEREAS, the task order cost is \$111,570.00 and will be expensed from the Capital Projects Fund utilizing developer contributions.

NOW THEREFORE, BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen:

1. Approves Phase 2 task order with Neel-Schaffer for the traffic signal at the Cleburne Road/Beechcroft Road intersection in the amount of \$111,570.00, as detailed in Exhibit A attached hereto.
2. Authorizes the Mayor to sign the Phase 2 task order.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 4th day of March, 2024.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approve Resolution 24-56 - Neel-Schaffer Task Order #2 for Cleburne Road & Beechcroft Road traffic signal engineering services

SUBMITTED BY: Missy Stahl, CIP Director
Tyler Scroggins, Public Works Director

DATE: March 4, 2024

ATTACHMENTS: Task Order No. 2 for Phase 2

BACKGROUND:

Neel-Schaffer was approved to perform preliminary services (\$18,510) related to a new traffic signal at Cleburne Road and Beechcroft Road, as approved by Resolution 22-83. The items included in the scope of services for Task Order No. 1 have been completed and Neel-Schaffer has submitted Task Order No. 2 in the amount of \$111,570 for Phase 2 of the project which would include:

Survey & Design Phase - \$43,165
Bid Phase Assistance - \$12,465
Construction Phase Assistance - \$55,940

Total project cost is estimated (to include construction) at \$600,000.

Developments adjacent to the intersection are required to contribute to the traffic signal, in a total amount of \$434,575. To date \$94,000 has been paid.

Project Titan	\$7,529.78
Harvest Point	\$178,204.83
SHIP	\$59,521.13 (paid \$50,000)
DRG	\$53,784.15
Barton Hills	\$60,596.81 (paid \$44,000)
FlexMet	\$21,155.10
Faurecia	\$12,908.20
SHIP Ph 3	\$40,875.84

FINANCIAL IMPACT:

The expenses would be paid as services are rendered from the Capital Projects Fund, funded from Impact Fees, offset with developer contributions as noted above.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-56 to Neel-Schaffer Task Order #2 for Cleburne Road & Beechcroft Road traffic signal engineering services.

EXHIBIT A

February 29, 2024

Ms. Missy Stahl, CMFO
CIP Manager
City of Spring Hill
8060 Station Hill Drive
Spring Hill, TN 37174



**RE: ON-CALL TRAFFIC ENGINEERING SERVICES
JOINT TRAFFIC STUDY & INTERSECTION DESIGN SERVICES – PHASE 2
BEECHCROFT RD & CLEBURNE RD**

Dear Missy:

As requested by the city administrator's office, we respectfully submit the attached scope of services and fee estimate proposal for your review and approval.

This scope of services serves as Phase 2 of a task order related to the study and implementation of improvements at the intersection of Beechcroft Rd and Cleburne Rd. As part of Phase 1, Neel-Schaffer (NSI) assisted the city of Spring Hill with a comprehensive traffic impact analysis to investigate and determine preferred improvements to maintain desirable operating conditions at the intersection. Phase 2, as outlined in this task order, acts as an extension of the original effort. Phase 2 services include preliminary engineering design and implementation assistance for the planned improvements as determined by the traffic study and recommended by city officials.

The agreement includes the following items:

1. Exhibit A – Scope of Services
2. Exhibit B – Schedule of Fee Estimate
3. Exhibit C – Terms & Conditions

Neel-Schaffer will provide these services on a lump sum fee terms basis. Based on the described scope of services, we estimate a professional fee for each phase of design and implementation as follows:

- Survey & Design Phase - \$43,165.00
- Bid Phase Assistance - \$12,465.00
- Construction Phase Assistance - \$55,940.00

The total professional fee is estimated to be \$111,570.00. The city of Spring Hill will be billed monthly on a percentage of lump sum fee completed. Additional services, if identified during the course of work, will be negotiated and provided only with written notice from the city of Spring Hill. Requested addendum tasks and additional hours provided beyond those identified in the scope will be conducted following the hourly classification rate schedule shown in Exhibit B.

engineers | planners | surveyors | environmental scientists | landscape architects

P: 615.217.0500 | F: 615.383.9984

201 East Main Street, Suite 325
Murfreesboro, TN 37130

www.neel-schaffer.com



February 29, 2024
Ms. Missy Stahl, CIP Manager
Page 2

Neel-Schaffer, Inc. will provide these engineering services in accordance with the attached general terms and conditions. If the provisions of this Letter Agreement are acceptable, please have the originals executed and return a copy to us.

Thank you for the continued opportunity to provide assistance for this project. Please let us know if you should have any questions or comments concerning the scope proposal.

Sincerely,
NEEL-SCHAFFER, INC.



Gregory D. Judy, P.E., PTOE
Engineer Manager - Vice President

Attachments

ACCEPTED:

City of Spring Hill, TN

By: _____

Name

MAYOR

Title

As To Form: _____

Name

CITY ATTORNEY

Title

Date: _____

MAY 4, 2024

Neel-Schaffer, Inc.

By: _____

Title

Engineer Manager

Date: _____

MAY 11, 2024



EXHIBIT A

EXHIBIT A
Scope of Services
On-Call Traffic Engineering Services
Work Order 1 – Phase 2

Beechcroft Road at Cleburne Road
Intersection Improvement Design & Implementation Services

The task order provides services to develop preliminary engineering documents and implement proposed improvements as identified in the Phase 1 traffic study. The proposed improvements generally consist of (a) signalization of the existing intersection at Beechcroft Rd and Cleburne Rd, (b) limited curb ramp and associated sidewalk improvements in southeast and southwest corners, and (c) modification of corner turn radius in southeast quadrant to enhance large truck turning movements. In general, design tasks will follow current guidelines as provided by the Tennessee Department of Transportation, the Manual on Uniform Traffic Control Devices and the city of Spring Hill. The design approach assumes that the proposed traffic signal will consist of cantilever style support poles, base mounted signal cabinet with new signal controller and fully actuated operations with vehicle detection equipment. The project intends to provide new curb ramps with limited sidewalk connections in the southeast and southwest corners to facilitate pedestrian accessibility. The limited sidewalk facilities will provide connectivity to existing sidewalks immediately adjacent to the intersection as constructed by development projects. The design project will prepare a proposed layout to modify and increase the turning radius of the southeast corner to enhance the mobility of northbound right-turning large trucks. No geometric improvements or other functional modifications to the intersection are included beyond those provided by the scope of services. NSI services during Phase 2 are presented as follows:

Design Phase Services

- Limited coordination assistance with TDOT Region 3 Traffic Office. As Beechcroft Rd is a designated state route, NSI will provide communication assistance with TDOT. TDOT coordination includes initial submittal of draft construction plans for TDOT reference. The scope expects that TDOT will require the City of Spring Hill to secure a state permit for signalization. NSI will provide initial advisement and coordination for this endeavor. NSI is not responsible for ultimate acquisition and execution of permit as the documentation is secured by and between TDOT and the city of Spring Hill.
- Conduct and prepare topographic field survey. This task will be completed by a TDOT pre-qualified subconsultant partner. Because acquisition of right-of-way and easements are not expected and are excluded from project scope, survey will not include full boundary survey of adjacent properties. Survey will follow TDOT Survey Manual guidelines and locate identifiable above and below grade utilities. Refer to survey scope for details.
- Prepare preliminary traffic signal construction plans based on field survey results and guidance from city officials. The preliminary plan set will consist of the following elements: title sheet, present layout sheet, proposed signal layout and signal detail sheet.
- Prepare preliminary proposed layout of southeast corner radius modification and curb ramp/sidewalk treatments in southeast and southwest corners.
- Submit preliminary plans to City for review and comment. Neel-Schaffer will also submit draft plans to TDOT, Region 3 office for their reference. The scope excludes review meetings with TDOT and does not require a formal response to be received from TDOT representatives.
- Based on comments from city review, make requested revisions to draft plans.

- Document list of TDOT standard drawings and general notes,
- Tabulate estimated quantity list and preliminary engineers' opinion of probable cost,
- Submit final, sealed traffic signal construction plans to the city of Spring Hill. The plan set will consist of all sheets from the draft submittal as well as standard drawings, general notes and estimated quantity sheet(s).

Design Assumptions

- Design parameters will include use of cantilever support poles and provisions for vehicle detection. Determination for need of advanced vehicle detection along Beechcroft Rd will be reviewed during design. Design excludes provisions for signal communications.
- Pedestrian signalization is anticipated to provide crossing of Cleburne Rd between the southeast and southwest corners. Development projects (DRG and SHIP 2/3) are expected to provide sidewalk infrastructure along the projects' respective road frontage to the Beechcroft Rd/Cleburne Rd intersection. Design scope anticipates providing pedestrian signal equipment that serves these sidewalks. Curb ramp design will be limited to the immediate area within intersection radii, as needed to integrate with the sidewalk facilities provided by the development projects. Design of sidewalk infrastructure beyond the intersection radii is excluded from scope of services.
- NSI may request and receive, with coordination assist from the city of Spring Hill, the latest design plans and CADD files from adjacent proposed development groups. NSI will use this information as reference to facilitate and design pedestrian signal elements.
- Hold and attend up to one design review meeting with city officials.
- Up to one utility review meeting may be held during the engineering design phase
- The design phase does not anticipate need for and excludes utility relocation, utility design, permits (except for TDOT permit), and external fees.
- Scope assumes that all construction tasks will be accomplished within existing public right-of-way (ROW). Project tasks exclude documentation and need for acquisition of ROW and easements, including legal descriptions, exhibits, ROW detail sheets and ROW staking.

Services excluded from Design Phase

- Right-of-way and Construction phase surveying and staking
- Geotechnical services
- Environmental studies
- Phased EPSC design and sheet preparation
- SWPPP application and coordination
- Lighting design
- Public Involvement
- Right-of-way detail sheets, Preparation of legal descriptions and right-of-way exhibits
- Permit/Application fees
- New Traffic Counts
- Traffic studies/Traffic signal warrant analysis
- Roadway design (other than as included in scope)
- Drainage/Storm Water design services
- Design modifications during construction
- Preparation of as-built plans
- Utility Design/Relocation services

Bid Phase Services

NSI will assist the city of Spring Hill with preparation of the proposal contract manual for letting of the project by the city of Spring Hill. NSI will create bid form and assemble electronic copy of project plans. The scope does not anticipate holding a pre-bid conference for the project. NSI will request city officials provide input for standard contract language and bid requirements to be used in creating the project proposal contract. Based on the nature of the project, the contract manual will not require material special provisions or custom project specifications.

- Prepare bid form
- Prepare and assemble draft and final contract proposal manual (bid book). Scope allows for one round of review by city officials.
- Assistance with preparing responses to contractor bid phase RFIs
- Attendance at bid opening to be held at city hall as directed by city officials
- Tabulation of bid submittal responses (bid tab)
- Participation in city officials' review of bid submittals to determine accepted bid proposal

Construction Phase Services

NSI will assist city officials with construction phase services. The estimated fee for construction phase services is based on typical construction tasks for similar projects. The scope assumes a total construction contract term of nine months, with active construction occurring over a three-month period. The scope assumes that on-site construction inspection and observation duties will occur three (3) days per week during the course of the three-month construction period. The task order includes an hourly classification rate schedule to accommodate services requested by the city of Spring Hill that are not included in basic services or in the event the construction schedule extends beyond the estimated schedule.

- Attendance and participation at pre-construction conference
- Review assistance of material submittals (shop drawings)
- Part-time construction inspection assistance during active construction. Services will not require NSI be on site at all times during the construction period. Construction observation will include review of contractor work to assess conformance with plans and specifications. This includes the following items:
 - i. Field review and observation of traffic signal support pole foundations including placement of reinforcing steel and concrete
 - ii. Sample and perform concrete field testing for air content and slump
 - iii. Scope assumes that the contractor will be responsible for forming concrete test cylinders, transporting to testing lab and providing lab results for test result verification
 - iv. Review temporary traffic control devices are in general conformance with design plans and standard specifications
 - v. Observe and review that construction is in general accordance with design plans and standard specifications
 - vi. Tabulation of regular field notes and project quantities
- Review assistance of contractor pay requests
- Attendance and participation in regular construction progress meetings. Scope assumes no more than one meeting per month.

- Attendance and participation at substantial completion field walk-thru and identification of “punch list” items
- Scope assumes the following tasks will not be required or included as part of construction phase services: utility relocations, utility inspections, roadway pavement inspection and testing.

Services excluded from Construction Phase

Professional services do not include the following services:

- Less than 1.0 acre of disturbance is anticipated, formal Erosion Control Plan, Construction Stormwater General Permit NOI, and SWPPP will not be provided, or field maintained during construction.
- Completion of an ARAP application will not be provided because water resources and stream buffers will not be included as part of design.
- As-Built Survey, construction staking, and construction benchmarks will not be provided
- FEMA coordination (Letter of Map Revision, etc.) will not be provided.
- Any testing facility fees (i.e., concrete compressive strength testing performed on test cylinders/reinforcing steel, etc.)
- Asphalt Plant Inspections/Asphalt Inspection
- Compaction/Density Testing
- Utility Inspection/Coordination

Survey Scope of Services

Energy Land & Infrastructure, LLC

Survey for Proposed Traffic Signal
Beechcroft Rd at Cleburne Rd
Spring Hill, Maury County, TN

The following defines the general scope of services to be provided by the survey subconsultant to Neel-Schaffer, Inc. (Consultant) and City of Spring Hill (Owner) as part of preparation of traffic signal construction plans for the above referenced intersection.

Project Description

At the request of city officials, Neel-Schaffer desires a digital field survey be performed at the subject intersection. The results of the survey will be used by Neel-Schaffer for the purpose of preparing construction plans to implement signalized control at the project intersection. In general, the field survey shall follow TDOT Survey Manual, TDOT Design Guidelines, and TDOT CADD standards, current edition. The survey shall be compatible with MicroStation v8i software.

Per the project scope, all work is expected to occur within existing ROW limits. Project scope assumes there will be no ROW acquisition as part of project.

Project Limits

The survey firm (Subconsultant) will be responsible for the following limits of field survey:

(a) South Leg – NB Cleburne Rd: 200 ft along centerline from existing radius return at Beechcroft Rd intersection; Survey width shall be 50ft to east and 50ft to west (or to limits of present ROW) measured from centerline of Cleburne Rd.

(b) West Leg – EB Beechcroft Rd: 250 ft along centerline of Beechcroft Rd measured from end of radius return at intersection. Survey width shall be 50ft on both sides of road (or to limits of present ROW).

(c) East Leg – WB Beechcroft Rd: 250 ft along centerline of Beechcroft Rd measured from end of radius return at intersection. Survey width shall be 50ft on both sides of road (or to limits of present ROW).

(d) The survey shall locate existing driveway on east side of intersection.

(e) A limited DTM area will be required. Survey should provide full DTM information for an area covering the intersection for a distance of 150ft along each of the intersection's three approaches and a width of 50ft on both sides of centerline of Beechcroft Rd (within present ROW limits).

Total project survey length is approximately 700 feet.

Side Roads include:

- a. Cleburne Rd – 200 ft

Survey Tasks:

1. Conduct and provide digital topographic field survey within defined project limits. Survey shall conform to the latest TDOT Survey Manual. Survey files shall be provided in Microstation CAD format following latest TDOT guidelines (level definitions, line weights, cell symbology, etc.), compatible with Microstation v8i.
2. Provide existing roadway alignment centerlines of both roadways and existing ground line profile, with stationing and intervals per TDOT guidelines for mainline and side roads.
3. Develop a digital terrain model (DTM) for limits prescribed in scope.
4. Establish and locate limits of existing Right-of-Way. Property lines, deed research, property owner information and ROW acquisition table is excluded at this time
5. Notification to private land owners of survey per TDOT guidelines.
6. Perform required TN One-Call (811) identification and capture all identified utilities, above and below ground, within survey limits. Provide contact information of all identified utility owners including email address. Utility locates to be limited to TN One-Call (811) markings.
7. Specific survey detail is needed in locating position of existing utilities in southeast and southwest corners. Survey shall provide ground shots and locations of sewer manholes/junction boxes, drainage ditch with top and bottom elevations in southeast corner, and utility power poles and guys in southwest corner (including survey shots where pole guys meet ground surface).
8. Provide DTM (TIN) information within requested limits.
9. Provide survey files in TDOT Microstation DGN format with GEOPAK TIN file, PRJ file and GPK file.
10. Establish required survey control.

EXHIBIT B

**Beechcroft Rd at Cleburne Rd Intersection Improvement - Phase 2
Design & Implementation Services
Spring Hill, Tennessee**

NEEL-SCHAFFER MAN-POWER ESTIMATE BY CLASSIFICATION

Tasks and SubTasks	Engineer Manager	Senior Engineer/Inspector	Project Engineer	Technician/ Inspector
Signal Construction Plan Preparation				
Base-Map Preparation / Coordinate with Surveyor			6	
TDOT Coordination	4		8	
Site Visit Review			4	
Preliminary Signal Design	2		24	
Proposed Signal Layout Sheet Preparation			10	
Signal Detail Sheet Preparation	1		8	
Signing and Marking Adjustments			3	
Internal Plan QA/QC	3			
City review / Coordination	2		4	
Prepare plan Comments/Changes	1		6	
Std Drawings / General Notes / Special Notes Preparation			4	
Pay Items / Estimated Quantities	1		6	
Preliminary Engineers' Probable Cost	1		3	
Internal Plan QA/QC	2			
Prepare / Submit Final Plans			3	
Geometric (SE Radius) Improvement				
Preliminary turning radius design	1	4	16	
Preliminary curb ramp/sidewalk layout	1	2	16	
X-Section-Typical Section Sheets	1	2	16	
Internal Plan QA/QC	2			
City review / Coordination			4	
Prepare final roadway sheets	2	4	16	
Pay Items / Estimated Quantities	1	2	8	
Bid Phase Assistance				
Prepare Bid Form and Draft/Final Contract Manual		10	24	
Response to RFIs	4	4	12	
Attend Bid Opening	3	3		
Participate in Bid Tab review		2	6	
Assist with review of bid submittals/Coordination with Staff	2	2	6	
Const Phase Assistance				
Pre-Con Meeting Attendance	4	4	8	
Review Material Submittals/Shop Drawings	4	6	16	
Part-Time Inspection	8	32	16	240
Contractor pay request Review Assistance		8		24
Monthly progress meeting/documentation			16	
Substantial completion field meeting/documentation	4	4	4	
Project close-out activities		4		24
Signal Operation Observation/Fine Tune			4	
	54	93	277	288

Subconsultant Services - Professional Survey: \$11,615.00
 Printing/Reproductions \$250.00
Misc. Direct Costs \$550.00
Total Direct Costs: \$12,415.00

Traffic Signal Services: \$16,370.00
Geometric Improvements: \$14,930.00
Total Design Services: \$31,300.00
 Bid Phase Services: \$12,465.00
Construction Phase Services \$55,390.00
Total Labor Fee: \$99,155.00

Total Project Budget = \$111,570.00

Exhibit B
CITY OF SPRING HILL – TRAFFIC ENGINEERING SERVICES

RATE SCHEDULE FOR PROFESSIONAL SERVICES	
Employee Type	Hourly Rate
Senior Engineer Manager/Executive (P8 and P9)	\$265.00
Engineer Manager (P7)	\$230.00
Senior Engineer (P6)	\$210.00
Project Engineer (P5)	\$160.00
Project Engineer (P4)	\$140.00
Engineer Intern (P1-P3)	\$115.00
Construction Manager	\$200.00
Senior Technician (T4-T5)	\$125.00
Technician/Inspector (T2-T3)	\$110.00
Clerical (A1-A4)	\$80.00

REIMBURSABLE EXPENSE SCHEDULE	
Expense	Cost
Full size Bond (36"x24")	\$2.00/sheet
Half size Bond (11"x17")	\$1.00/sheet
Project Mileage	\$0.625/mile
Photocopies (8 1/2"x11")	\$0.20/sheet
<i>All other expenses, including subcontractors, contract reproduction/printing, travel and subsistence, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.</i>	

FEE PROPOSAL SUMMARY

ROUTE: SR-247 (Beechcroft Road)
 DESCRIPTION: Intersection with Cleburne Road
 COUNTY: Maury
 CONSULTANT: Energy Land & Infrastructure, LLC
 Prepared By: T. Haggard

Project No.: <00000-0000-00>
 PIN No.: N/A



Version 2.27

Date Prepared: 10/18/2022
 mark the appropriate box below an values for the initial ceiling will be calculated.

Survey Fee Proposal Summary						
	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Total Phase
SURVEY	\$ 3,682.40	\$ 6,465.93	\$ 10,148.33	\$ 1,220.00	\$ 11,368.33	\$ 243.25
						\$ 11,611.58

Design Fee Proposal Summary						
	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Total Phase
PRELIMINARY PLANS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RIGHT-OF-WAY PLANS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Preliminary & Right-of-Way Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION PLANS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Preliminary, R.O.W., & Construction Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Survey & Design	\$ 3,682.40	\$ 6,465.93	\$ 10,148.33	\$ 1,220.00	\$ 11,368.33	\$ 243.25
						\$ 11,611.58

(Place a X in appropriate box indicating the point of the initial contract ceiling. Only one (1) block should have an X placed.)
 (Note: (Survey thru Const. Plans) can be checked if no initial contract ceiling is to be set.)

- Survey
- Survey thru Prel. Plans
- Survey thru R.O.W. Plans
- Survey thru Const. Plans
- Prel. Plans
- Prel & R.O.W. Plans
- Prel. Thru Const. Plans

INITIAL CONTRACT CEILING						
	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Total Ceiling
Contract will initially be authorized for:						

(Place X in adjacent box to remove instructions prior to printing.)

EXHIBIT C

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Ownership of Documents.** All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
6. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
7. **Suspension of Services.** Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.
8. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.
11. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
12. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.
15. **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

16. **Compliance with Laws.** To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
17. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
21. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
22. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
24. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
25. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
26. **Conflicting Terms.** If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

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