

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TN 37135

RESOLUTION #15-17

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH COLLIER
ENGINEERING COMPANY, INCORPORATED**

WHEREAS, the Town of Nolensville has determined that certain roadways within the Town limits are in need of paving and repairs; and,

WHEREAS, the Town of Nolensville desires to have a professional firm provide engineering services for the management of the project; and,

WHEREAS, Collier Engineering Company, Incorporated, is able and qualified to perform these duties as described in the attached agreement; and,

NOW THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee, as follows:

Section 1. The Mayor, is hereby authorized to enter into an agreement with Collier Engineering Company, Incorporated to perform professional engineering services with overall payment not to exceed \$31,125.69.

Section 2. The contract is attached to and made part of this resolution.

RESOLVED this 4th day of June, 2015.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

Jimmy W. Alexander
Mayor



Jason Patrick
Alderman

Brian Snyder
Alderman

Larry Felts
Alderman

Tommy Dugger
Alderman

Town Of Nolensville

Cindy Lancaster
Town Recorder

MEMORANDUM

TO: Ken McLawhon, Town Administrator
FROM: Don Swartz, Town Engineer *DRS*
RE: Pavement Management Project
DATE: 24 April 2015

I have reviewed the attached proposal and agreement form Collier Engineering for the above-referenced project. I have also submitted the agreement to Bob Notestine for his review. We both find the agreement acceptable for the Town's purposes.

I have also reviewed the scope of work and associated fees for this agreement. This fee is roughly 10 percent of the construction value of the work to be performed. This is the same percentage used in our initial agreement with Collier on the first phase of this project.

I recommend approval of this proposal and suggest the execution of the contract by the Town.



Donald Swartz P.E. <dswartzengineer@gmail.com>

Collier agreement

2 messages

Bob Notestine <bob@bellemeadetitle.com>

Thu, Apr 23, 2015 at 5:38 PM

To: "Name missing - don@donswartz_com (1)" <don@donswartz.com>

Don this agreement is pretty short and sweet . I have no problems with it. I was a little concerned about the three extension options but the mutual agreement language provides the protection I want to see in this type of contract. Bob

--

Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11
615-297-2413
bob@bellemeadetitle.com

Don Swartz <dswartzengineer@gmail.com>

Thu, Apr 23, 2015 at 6:53 PM

To: Bob Notestine <bob@bellemeadetitle.com>

Very good, thanks.

[Quoted text hidden]

Don Swartz

From: Ben Collier [ben.collier@collierengineering.com]
Sent: Friday, April 17, 2015 4:10 PM
To: Don Swartz (Town of Nolensville - Engineering)
Subject: 2015 Paving and Sealing Draft Agreement and CEI Proposal
Attachments: Collier Engineering - Draft Agreement - 2015 Paving and Sealing.docx; Prioritized Paving List (with Sealing) from 2012 Assessment (3-26-15).xlsx; Collier Engineering - Draft CEI Services Proposal - 2015 Paving and Sealing - Exhibit A.docx

Mr. Swartz,

Please see the attached raft Agreement and CEI Proposal for your review. I based this draft on a construction budget of approximately \$310,000, which is the \$291K we discussed plus the Walpole Court estimate of \$18,500 . If you would like to wait until next year to mill and pave Walpole Court then I can revise the proposal back down to the Construction Budget of \$291K and resend.

Please let me know how it looks.

Thanks and have a nice weekend!

Ben Collier

Project Manager

Collier Engineering Co., Inc.
5560 Franklin Pike Circle
Brentwood, TN 37027

O: 615-331-1441

C: 931-698-8206



AGREEMENT BETWEEN
Town of Nolensville, Tennessee
AND COLLIER ENGINEERING, INCORPORATED

THIS AGREEMENT is made this the__day of April, 2015, by and between The Town of Nolensville, Tennessee (hereinafter "Town"), and **COLLIER ENGINEERING COMPANY, INC.**, located at 5560 Franklin Pike Circle, Brentwood, Tennessee 37027 (hereinafter "Collier"), and contains the following:

Exhibit A: Scope of Work;

WITNESSETH THAT:

WHEREAS, the Town has determined that a base failure repair project (hereinafter "Project") is to be completed;

WHEREAS, the Town submits that it has the authority to contract with Collier to provide professional engineering services for the design and completion of the Project; and

WHEREAS, by entering into this Agreement, Collier affirms that it has extensive experience in providing engineering services and that it shall provide such services in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry; and

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the Town and Collier agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. Collier shall perform all necessary professional services in a satisfactory and proper manner, consistent with the Town's requirements for the Project, which are outlined in Exhibit A entitled Scope of Work, and by reference made a part hereof.

2. The services performed by Collier shall include those outlined in Exhibit A entitled Scope of Work, and by reference made a part hereof. Such services shall be more particularly described in the aforementioned attachment, and shall include the following:

1. Construction Engineering and Inspection;
 - a. Project Bid Assistance;
 - b. Project Inspection;
 - c. Changes and Extra Work;
 - d. Documentation;
 - e. Progress and Payments;
 - f. Final Inspection and Acceptance.

3. Collier shall comply with all phases of work outlined within the attached Exhibit A, and additional scope of services may be negotiated and added to this Agreement by a written Amendment to such Agreement.

4. The Town agrees to perform the services necessary for completion of the Project as outlined within the attached Exhibit A.

5. The Scope of Work is reflected within the attached Exhibit A, and any services not expressly set forth within this Agreement or its exhibits are excluded from this Agreement; therefore, the Town shall promptly notify Collier in writing if changes to the Scope of Work occur that will affect the schedule and payment contemplated herein.

ARTICLE 2- TERM

1. The term of this Agreement shall be one (1) year or such other time that may be specified in Exhibit A attached hereto.

2. If the entire term of the Agreement is not set forth in Exhibit A, there shall be an option to extend the Agreement for three (3) additional one (1) year periods under the same terms as outlined herein upon mutual agreement of the parties.

ARTICLE 3- FEES

1. Collier agrees to perform all work described in the Scope of Services in Article I for \$31,125.69, plus reasonable expenses, including, but not limited to, mileage at the rate of \$.585 per mile.

2. Invoices shall be submitted by Collier to the Town on a monthly basis by the sixteenth (16th) day of each month for any services rendered during the prior month. Each individual invoice shall be due and payable thirty (30) days after receipt.

3. If the Town disputes any portion of Collier's invoice, the undisputed portion will be paid by the Town, and Collier will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The Town and Collier will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

ARTICLE 4- ASSIGNMENT AND NOTICE

1. This Project has been assigned to the following Department of the Town:
Department of Public Works

2. Except where otherwise provided herein, any notice approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage pre-paid envelope, addressed to the other party at (unless changed by written notice):

Collier

Attn: Ben Collier
Title: Project Engineer
Collier Engineering Company, Inc.
5560 Franklin Pike Circle
Brentwood, Tennessee 37027

Town

Attn: Department of Public Works
Title: Donald Swartz, Director
Address: Nolensville Town Hall
7218 Nolensville Road
P.O. Box 547
Nolensville, TN 37135

ARTICLE 5- TERMINATION

1. This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.
2. This Agreement may be terminated by Collier in the event that the Town permanently abandons the Project.
3. In the event of termination by either party, Collier shall be compensated for all services performed prior to the termination date.

ARTICLE 6- DISPUTE RESOLUTION AND GOVERNING LAW

1. The Town and Collier shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.
2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.
3. If mediation does not settle the dispute within ninety (90) days after either party makes a written request for mediation, the dispute shall be subject to the laws of the State of Tennessee, and, more particularly, the courts of competent jurisdiction in Williamson County.

ARTICLE 7- BREACH

1. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

ARTICLE 8- MISCELLANEOUS TERMS OF AGREEMENT

1. Extent of Agreement: This Agreement and the exhibits attached hereto constitute the entire and integrated agreement between the Town and Collier, and no other written or oral understanding shall constitute part of this Agreement.

2. Waiver: A waiver by Collier of any breach of this Agreement shall not be binding unless such waiver is in writing. In the event of a written waiver such shall not affect the Collier's rights with respect to any other for further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

3. Modification: This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the Town and Collier.

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed by its authorized representative, and Collier has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

TOWN:

COLLIER:

Name
By:
Title:

COLLIER ENGINEERING COMPANY, INC.
By: Chad A. Collier, P.E.
Title: President

ATTEST:

ATTEST:

ADDRESS

ADDRESS

PHONE

PHONE

April 17, 2015

Donald Swartz P.E.

Nolensville Town Hall

7218 Nolensville Road

P.O. Box 547

Nolensville, Tennessee 37135

Mr. Swartz,

I offer our services and expertise in asphalt pavement construction, engineering, and inspection to assist with monitoring your contractors as you implement pavement repairs and maintenance. Collier can also provide assistance in preparing Request for Proposals, and/or bid document review assistance as you find the need. See below a draft scope of services. It is our understanding of the project that it is the intention to repave several roadways as well as provide surface treatments to various roadways throughout the Town on Nolensville. This will consist of milling and repaving, as well as overlays of roadways that have been determined to need resurfacing, along with the surface treatment of roadways requiring surface sealing and rejuvenation. The project budget is approximately \$310,000 and our time will be based on that assumption.

1. Construction Engineering and Inspection (CEI)

Collier Engineering will provide all of the CEI tasks outlined below but will not be limited to those tasks as defined in the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects, Chapter 7 and Appendix C.

A. Project Bid Assistance:

Collier shall assist the Town in the opening of bids, and selecting of the lowest responsive bid to perform the work.

B. Project inspection:

Collier Engineering will be responsible for the inspection of work, the sampling and testing for acceptance, and proper and sufficient documentation of acceptance. The inspection staff shall be qualified and knowledgeable about the type of work taking place, be familiar with the contract documents, and certified in accordance with TDOT Standard Operating Procedures (SOP 1-3) when conducting sampling and testing of materials for acceptance.

All field technicians are certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training

Collier Engineering or its sub consultants shall conduct all acceptance testing. Field testing includes, but is not limited to, all ACI tests for concrete including concrete plant, nuclear density testing of earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and TDOT's sampling and testing schedule. We will also perform miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, Collier Engineering will submit the initial information on forms supplied and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by Collier Engineering for conformity to the Specifications. The certification documents submitted will also be reviewed for completeness and conformance to TDOT's standard form of submission.

C. Changes and extra work:

Collier Engineering shall prepare Change Orders, Field Authorizations, and Field Directives, when warranted during construction as determined by the

Nolensville project manager, and forward to the Town of Nolensville for execution.

The proposed changed or extra work, and cost to complete the work, shall be verified as being necessary, cost effective, and in the public's best interest.

D. Documentation:

Collier Engineering shall maintain a project diary and photographic log on a daily basis to document the daily activities and major events on the project. The daily diary report shall contain as a minimum:

- Date
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Contractors on site
- Contractors' personnel (number and classification) on site
- Location and work performed by each contractor or subcontractor
- Hours worked
- Type and amount of equipment on site (hours used or idle)
- Visitors to the project site
- Orders/directives given to the contractor
- Accidents/incidents on the project and any details such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible
- Unacceptable work or materials found
- Delays (type and length)
- Days charged, with explanation if not charged
- Any other details or issues that may affect the completion of the project or be cause for future disputes.

In addition to the daily diary, field records, either written or electronic, shall be kept to specifically document each pay item in the contract. The field records shall contain the individual and cumulative quantities for progress payments including the dates, stations, locations, dimensions, and calculations for each payment.

Project files shall be neatly organized to adequately document and record all project correspondence, and provide full support for all payments and decisions made including material certifications and test reports, calculations, invoices, etc.

E. Progress and payments:

Collier Engineer will meet with contractor on a weekly basis to review quantities constructed during that week. Test reports will be on file prior to payment. Pay quantities will be submitted by the contractor for review and payment on a standard form provided for that purpose by the Nolensville Project Manager. Collier will review the contractor's monthly pay estimate to ensure accuracy and completeness. Once the payment request is in order, we will sign pay estimate and submit to the Nolensville Project Manager with recommendation for payments. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Collier Engineering will observe, measure, and record all quantities for payment. The records will be recorded on a standard form (field book) supplied or defined by the Nolensville Project Manager and/or on field inspection forms to be submitted to the Nolensville Project Manager.

Collier Engineering will provide weekly status reports to the Nolensville Project Manager that summarize the work completed that month, work scheduled to be completed the next month, budget and schedule information, and any unusual occurrences.

F. Final inspection and acceptance:

When the construction contractor believes that the construction phase of the project is complete, then Collier will conduct a project walk-through to generate a punch list of items to be taken care of prior to closing out the construction

phase. Upon completion of the punch list items, Collier Engineering shall submit the punch list to the Nolensville Project Manager.

Collier Engineering will prepare the warranty letter and send this letter to the contractor. A copy of this letter shall be given to the Nolensville Project.

Collier Engineering will prepare a final construction report that provides a convenient summary of the project during the construction phase. This report should include:

- The schedule for completion of the project -- planned versus actual
- Construction costs -- planned versus actual, with identification of all change orders and the reasons for these change orders
- comments and discussion regarding the project including unusual conditions encountered during the project, such as contractor deficiency, quantity difference, scope change, etc.

We will provide the services described for this project for an amount not to exceed \$31,125.69

Collier Engineering Co., Inc. takes pride in developing partnerships with clients to provide the most effective consulting relationship that holds the clients' best interest above all else. I look forward to having the opportunity of working with you and the Town of Nolensville.

Sincerely,

Chad A. Collier, P.E.

President, Collier Engineering Co., Inc.

Chad.collier@collierengineering.com / 615.331.1441 Office / 615.533.5991 Mobile

DRAFT