

September 17, 2019

REVISED: September 19, 2019

Ms. Caryn Miller
Assistant Town Manager
Town of Thompson's Station
1550 Thompson's Station Road W
Thompson's Station, TN 37179
(615) 794-4333

**RE: Proposal for Professional Services
Soils Grid Staking
Town of Thompson's Station, Williamson County, Tennessee**

Dear Ms. Miller,

OHM Advisors (OHM) appreciates the opportunity to provide the Town of Thompson's Station (Client) with this proposal to provide soils grid staking to assist with the identification of soils for a proposed drip field. The approximate acreage to be staked in total is 75 acres. The total acreage is composed of approximately 9 non-contiguous soils areas as shown on the attached exhibit as provided by the Client. The areas to be staked are a portion of the property identified as parcel 6.09 of Williamson County Tax Map 132, Thompson's Station, Williamson County, Tennessee.

OHM understands that the Town of Thompson's Station is working to establish drip fields for future development. This proposal is based on the information provided by the Client in an email dated July 23, 2019. (see attachment), as well as our phone conversation earlier today.

SCOPE OF SERVICES

SOILS GRID STAKING (50' Intervals)

OHM will provide soils grid staking at 50' intervals for approximately 75 acres for the Town of Thompson's Station being a portion of the property identified in Property Assessor records as Tax Map 132, Parcel 6.09, fronting on Tom Anderson Road in the Town of Thompson's Station, Williamson County, Tennessee. OHM will perform enough boundary re-tracement to tie the 9 areas to the existing property boundaries. These areas are depicted on the attachment in blue and identified in the exhibit Legend as "Excellent Drip Area (75.74 acres)". The Client will be provided a base file in an electronic format upon completion for their use.

The survey will be performed by a Professional Land Surveyor licensed with the state of Tennessee and will be conducted pursuant to the Land Surveyors Laws and Regulations of the State of Tennessee and will be based on Tennessee State Plane Coordinate System (NAD83).



Soil Grid Staking Fee: \$85.00 per acre or \$6,400.00 (Fixed Fee)

PROJECT UNDERSTANDINGS

OHM understands a previous ALTA/NSPS Land Title Survey was prepared by Ragan Smith Associates. OHM will consider this survey data when tying to the the existing boundary for the grid locations. Should any items of concern be found during these locations OHM will immediately notify the Client in order to discuss direction moving forward. Should any additional work, beyond the scope presented herein, be requested or required, OHM will obtain Client approval prior to performing any added scope.

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed. Your written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

OHM will begin field work on the surveying services described above within two weeks of written Notice To Proceed (NTP). It is anticipated that OHM surveyors will have unimpeded access to the property in order to perform field locations. All grid staking and final grid maps for Client’s use will be delivered NLT 90 days from written notice to proceed.

CLOSING

OHM appreciates the opportunity to provide this proposal to the Town of Thompson’s Station. If you have any questions or require additional information, please do not hesitate to contact me by email at douglas.chandler@ohm-advisors.com or by telephone at (615) 610-5239 (direct dial).

Sincerely,

OHM Advisors

Douglas W. Ball-Chandler, RLS, PLS, CFS
Survey Manager

ACKNOWLEDGEMENT

Town of Thompson’s Station

Signature

Print

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Tennessee Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.

5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may

be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves

of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.