

## **PRIME PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Mt. Juliet, Tennessee, with offices at 115 Clemmons Road, Mt. Juliet, TN 37122 (hereinafter called the "Owner"), and WSP USA Inc., a New York corporation, with offices at 216 Centerview Drive, Suite 300, Brentwood, TN, 37027 (hereinafter called "WSP").

### WITNESSETH THAT:

WHEREAS, the Owner desires professional highway planning and engineering services (hereinafter called the "Services");

WHEREAS, the Owner has solicited the Services of WSP to develop engineering plans for Old Lebanon Dirt Road from the Davidson County line to the North Mt. Juliet Road (hereinafter called the "Project"); AND

WHEREAS, the Owner on September 27, 2017 selected WSP to perform services

WHEREAS, a contract supplement #1 was agreed to on January 14, 2019

WHEREAS, a contract supplement #2 was agreed to on October 11, 2021.

WHEREAS, contract supplement #3 was agreed to on October 11, 2021.

WHEREAS, contract supplement #4 was agreed to on June 13, 2022.

WHEREAS, contract supplement #5 was agreed to on February 16, 2023.

WHEREAS, contract supplement #6 was agreed to on March 25, 2024.

WHEREAS, this agreement is for the purpose of a contract supplement #7.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

### **1. CONSULTATION OF WSP**

The Owner retains WSP to represent the Owner in consulting matters involved in the performance of the Services, subject to the terms, conditions, and stipulations as hereinafter stated. WSP shall render the services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the services are to be performed.

### **2. PROJECT DESCRIPTION**

The locally funded project is specifically defined as improvements to Old Lebanon Dirt Road from the Davidson County line to Mt. Juliet Road. The goal of the project is to correct operational and geometric deficiencies, including both horizontal and vertical curve issues, thereby providing a safer multimodal corridor. A secondary goal for the project is to improve bicycle/pedestrian access along the corridor. A final design will be agreed upon and developed after meaningful stakeholder engagement and a conceptual planning phase. It is anticipated that final construction plans be developed as multiple packages since funding may not be fully

available to construct the entire project under a single construction contract. The work tasks are focused on facilitating the translation of project objectives and concepts into engineering plans suitable for construction bidding.

**3. SCOPE OF SERVICES**

WSP shall perform the services set forth in **Exhibit A**.

**4. COMPENSATION**

a. For the performance of the Services, Owner shall compensate WSP at the bill rates ("Rates") shown in **Exhibit B** for each hour as services are performed. The Bill Rates are annually adjusted on January 1 of each year.

b. The specified Rates are inclusive of all direct and indirect costs associated with the performance of Services, including, but not limited to, direct labor, overhead, fringe benefits, and profit. Reimbursable (direct) expenses are not included in the Rates and will be billed separately.

c. The Total Estimated Compensation for the performance of the services is **Two Hundred and Twenty Seven Thousand Two Hundred and Fifty Three dollars (\$227,253.00)**. WSP shall not be obligated to perform services or incur costs which would cause the total amount under this Agreement to exceed the Total Estimated Compensation nor shall the Owner be obligated to reimburse WSP for costs or make payments which would cause the total amount paid to WSP to exceed Total Estimated Compensation, unless and until the Owner has notified WSP in writing that the Total Estimated Compensation has been increased and further specifies in such notice a revised Total Estimated Compensation against which the obligation of the parties hereto shall be payable in accordance with this Article.

**5. SCHEDULE**

WSP shall perform the Services in accordance with the Schedule set forth in Exhibit A, attached hereto and made part of this Agreement.

**6. PAYMENT**

Invoices for interim payments shall be prepared by WSP on WSP's standard form and submitted every four (4) weeks to the Owner. Each invoice shall be prepared to request payment for the authorized hours Services were performed at the Rates pursuant to the schedule herein. Invoices shall be paid to WSP by the Owner within fourteen (14) days of presentation to the Owner.

WSP shall submit at the end of each four (4) week period an invoice showing the authorized hours Services were performed at the agreed upon Rates. All direct expenses not included in the Rates shall be reimbursed at cost. All invoices shall be paid to WSP within fourteen (14) days of presentation to the Owner.

**7. DATA TO BE FURNISHED BY Owner**

Data to be furnished by the Owner to WSP at no cost to WSP consist of items as outlined under task 2 of Exhibit A.

**8. INDEPENDENT CONTRACTOR**

WSP represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the Owner. WSP, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Owner by reason of this Agreement.

**9. INSURANCE**

WSP shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional Services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000.

WSP shall furnish the Owner with a certificate(s) of insurance showing WSP has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation of the policies shall be given to the Owner.

**10. INDEMNITY AND LIMITATION**

WSP shall indemnify and hold harmless the Owner from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of WSP, its officers, employees, agents, or representatives in the performance of Services under this Agreement. WSP shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the Services hereunder.

**11. CHANGES AND EXTRA SERVICES**

The Owner may make changes within the general scope of this Agreement. If WSP is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, WSP shall so notify the Owner of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. WSP may initiate such notification upon identifying a condition which may change the Services agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change. In the event that agreement cannot be reached by the parties hereto as to a particular change, the issue shall be resolved pursuant to Article 18.

The Owner may request WSP to perform extra Services not covered by the Scope of Services as set forth in Exhibit A, and WSP shall perform such extra Services and will be

compensated for such extra Services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

The Owner shall not be liable for payment of any extra Services nor shall WSP be obligated to perform any extra Services except upon such written amendment.

**12. DELAYS**

WSP shall perform its Services with due diligence upon receipt of a written Notice to Proceed from the Owner. The Owner may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its Services is delayed by causes beyond the reasonable control of WSP, and without the fault or negligence of WSP, the time and total compensation for the performance of the Services shall be equitably adjusted by written amendment to reflect the extent of such delay. WSP shall provide the Owner with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by WSP to mitigate the effect of such delay.

**13. TERMINATION**

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by either party for its convenience, but only upon fourteen (14) days written notice to the other party.

In the event of termination, WSP shall be compensated for all Services performed and costs incurred up to the effective date of termination for which WSP has not been previously compensated, plus termination expenses reasonably incurred such as labor and expenses required to prepare project files for transfer, or winding down third party commitments, if any, as a result of termination.

Upon receipt of notice of termination from the Owner, WSP shall discontinue the Services unless otherwise directed and upon final payment from the Owner deliver to the Owner the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by WSP in the performance of this Agreement, whether completed or in process.

**14. OWNERSHIP OF DOCUMENTS**

The parties hereto agree that WSP shall retain possession of all drawings, specifications, and other documents when its Services have been completed. The Owner will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional Services on this Project to be done by others, or on other Projects, without the prior written consent of WSP. Such consent shall stipulate what, if any, additional compensation shall be paid to WSP for such reuse of documents by the Owner. In no event shall the receipt of such additional compensation operate as a waiver of WSP's rights under Article 10.

**15. SUCCESSORS AND ASSIGNS**

WSP shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of the Owner.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

**16. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

**17 NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO Owner:                   City of Mt. Juliet  
                                  115 Clemmons Road  
                                  Mt. Juliet, TN 37122  
                                  ATTENTION: Matthew White, P.E.

WITH Copy to:             Samantha Burnett  
                                  City Attorney  
                                  2425 N. Mt. Juliet Road  
                                  Mt. Juliet, TN 37122

TO WSP:                    WSP USA Inc  
                                  216 Centerview Drive, Suite 300  
                                  Brentwood, TN 37027  
                                  ATTENTION: David Morse, P.E.

**18. DISPUTES**

In the event any disputes arise related to the subject matter of this Agreement and the parties cannot agree upon a resolution, the issue(s) shall first be submitted for mediation. The venue of any action deemed necessary by either party hereto and in construction, interpretation or enforcement of this Agreement shall be a court of competent jurisdiction in Wilson County, Tennessee. Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which are not disposed of by mutual agreement of the parties or mediation shall be submitted to a court of competent jurisdiction.

**19. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

**20. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the Owner and WSP and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project.

IN WITNESS WHEREOF, this Agreement has been executed by the Owner and WSP, effective from the day and year first written above.

City of Mt. Juliet

By \_\_\_\_\_  
James Maness  
Mayor

WSP USA Inc.

By Andrew Sonner, PE  
Andrew Sonner, P.E.  
TN Transportation Local Business Leader

# **Old Lebanon Dirt Road Fee Estimate (EOR/RFI Services Through Construction)**

## **EXHIBIT A**

Owner: City of Mt. Juliet, Tennessee (Mt. Juliet)  
Engineer: WSP USA Inc (WSP)  
Project Number & Name: Old Lebanon Dirt Road from Chandler Road to Moreland Drive

### **SCOPE OF SERVICES**

#### **Project Summary**

The locally funded project is specifically defined as improvements to Old Lebanon Dirt Road from Chandler Road to Moreland Drive. The goal of the project is to correct operational and geometric deficiencies, including both horizontal and vertical curve issues, thereby providing a safer multimodal corridor. A secondary goal for the project is to improve bicycle/pedestrian access along the corridor. A final design was agreed upon previously and has been developed from the conceptual plan up through construction plans.

The scope of work shall be provided throughout the construction of the project, from May 1, 2026 through April 30, 2028 (24-months). The work shall consist of project management and administration, Request for Information (RFI) reviews, office services, site visits, and requested design changes, as outlined below. Work shall minimize disruption to the construction operation and schedule.

#### **Task 1 – Project Management and Administration**

Throughout the construction phase of the project, WSP will coordinate with Mt. Juliet, the selected contractor, and the CEI firm monthly, at minimum. The primary purpose of this task will be the planning, organizing, and implementation of meetings, conference calls, and/or email communication in order to appropriately carry out tasks stipulated in this scope of work. The WSP Project Manager will serve as the main point of contact between Mt. Juliet and WSP to facilitate distribution of information to the appropriate team members.

#### **Task 1 Deliverables:**

- Prepare monthly invoices and progress reports over 24 months.

## **Old Lebanon Dirt Road Fee Estimate (EOR/RFI Services Through Construction)**

### **Task 15 – EOR/RFI Services**

#### **Request for Information (RFI) Reviews**

RFI services shall not be performed unless the specific services are authorized in writing by Mt. Juliet to document and approve specific office services prior to initiation of the work. WSP assumes an average of two RFI's per month over 24 months and reviews shall be completed and responses submitted within 7 calendar days of receiving RFIs. (Highest priority RFIs may require shorter turnaround time.) Processing time shall begin upon receiving RFI from Mt. Juliet and end at the return of the fully processed RFI.

#### **Office Services**

WSP shall provide services to assist Mt. Juliet in matters other than RFI reviews. Services could include assisting with analyzing the construction schedule, reviewing value engineering proposals, cost estimating and drawings/sketches, if necessary. Office services shall not be performed unless the specific services are authorized in writing by Mt. Juliet.

#### **Site Visits**

During the 24-month construction period, WSP assumes monthly progress meetings, with an option to join virtually. At a minimum, the WSP Project Manager and the WSP Construction Manager will attend each meeting. WSP shall not commence site visits unless authorized, in writing, by Mt. Juliet. WSP will prepare any necessary documentation in advance of each progress meeting. Hours charged for site visits shall include actual hours spent working at the site plus round-trip travel time and follow-up for each trip.

#### ***Task 15 Deliverables:***

- Prepare necessary documentation in response to RFIs and site visits.

### **Task 16 – Design Changes**

WSP will perform any necessary design changes, as requested by Mt. Juliet. Plan sheets will be updated in accordance with TDOT's standards and Design Guidelines. In addition, WSP will use as general specifications, TDOT's current Standard Specifications for Road and Bridge Construction. All plan revisions will be delivered to Mt. Juliet as per TDOT standard process unless directed otherwise by Mt. Juliet.

**Old Lebanon Dirt Road**  
**Fee Estimate (EOR/RFI Services Through Construction)**

Design changes may include, but are not limited to the following:

- Horizontal and/or vertical geometry
- Drainage structures
- Quantities

***Task 16 Deliverables:***

- Prepare and submit plan revision(s), as necessary.

**REIMBURSABLE EXPENSES:**

Project specific reimbursable expenses and charges shall include the following:

- Mileage

**Old Lebanon Dirt Road  
Fee Estimate (EOR/RFI Services Through Construction)**

**EXHIBIT B**

**WSP Team Fee Summary**

<b>Summary Totals</b>	
WSP Labor Total	\$ 220,477
WSP Direct Expenses	\$ 6,776
<b>Total Fee (Through 16 Design Changes) =</b>	<b>\$ 227,253</b>

<b>Direct Expenses</b>	
Mileage (Reimbursed at \$0.70/mile)	\$ 6,776
<b>Direct Expenses Total =</b>	<b>\$ 6,776</b>

**Old Lebanon Dirt Road  
Fee Estimate (EOR/RFI Services Through Construction)**

**WSP Team Fee by Task**

	Percent by Phase	Totals
Task 1 - PM/Coordination	15.8%	\$ 35,931
Task 2 - Concept Phase	0.0%	\$ -
Task 3 - NEPA Phase	0.0%	\$ -
Task 4 – Field Survey	0.0%	\$ -
Task 5 - Preliminary Design Phase	0.0%	\$ -
Task 6 - ROW Plans	0.0%	\$ -
Task 7 - Microstation/PDF	0.0%	\$ -
Task 8 - Appraisals	0.0%	\$ -
Task 9 - Acquisitions	0.0%	\$ -
Task 10 - Drainage Improvements	0.0%	\$ -
Task 11 - Permits	0.0%	\$ -
Task 12 – Construction Plans	0.0%	\$ -
Task 13 – Bid/Award Services	0.0%	\$ -
Task 14 – Geotechnical Services	0.0%	\$ -
Task 15 – EOR/RFI Services	67.4%	\$ 153,118
Task 16 – Design Changes	13.8%	\$ 31,428
Direct Expenses	3.0%	\$ 6,776
<b>Totals</b>	<b>100.0%</b>	<b>\$ 227,253</b>