



Meeting Agenda

Capital Investment Committee

Thursday, December 9, 2021

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The September 23, 2021 Capital Investment Committee Meeting.

NEW BUSINESS

2. Election Of Chairman And Vice-Chairman, Effective 2022.

Sponsors: None

3. Consideration Of DRAFT COF Contract No. 2021-0328, A Professional Services Agreement With AECOM For Pump Station Evaluations For Rogersshire, Hillsboro Road And Carter's Creek Pike In The Amount Of \$49,720.

Sponsors: Michelle Hatcher, Patricia McNeese

4. Consideration Of DRAFT Change Order 9 To COF Contract No. 2017-0264, With Kiewit Infrastructure South Co. For The Water Reclamation Facility Modifications & Expansion Project.

Sponsors: Michelle Hatcher, Brian Goodwin

5. Consideration Of DRAFT COF Contract No. 2021-0318, A Professional Service Agreement With Hethcoat And Davis For Forrest Crossing #1 And Riverview Pump Station Upgrades Project In The Not To Exceed Amount Of \$120,206.

Sponsors: Michelle Hatcher, Patricia McNeese

6. Consideration Of DRAFT COF Contract No. 2021-0321, A Professional Services Agreement With CT Consultants, Inc. For The Design/Right-Of-Way Plans For The Church Street Improvements Project, From Columbia Avenue To 1st Avenue S./Harpeth River, At A Lump Sum Cost Of \$598,000.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

7. Consideration Of DRAFT COF Contract No. 2021-0342, A Professional Services Agreement with Surveying And Mapping, LLC For Subsurface Utility Engineering For The Church Street Improvements Project At A Cost Not To Exceed \$120,206.40.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

8. Consideration Of DRAFT Amendment 1 To COF Contract No. 2020-0124, A Professional Services Agreement With Kimley Horn And Associates, Inc. For The Final Design And Limited Construction Administration Of The Harlinsdale Main Barn At A Cost Increase Not To Exceed \$173,500.

Sponsors: Lisa Clayton, Jonathan Marston, Shahad Abdulrahman

9. Consideration Of DRAFT Amendment 2 To COF Contract No. 2019-0376, A Professional Services Agreement With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$41,500.

Sponsors: Lisa Clayton, Jonathan Marston, Shahad Abdulrahman

10. Capital Projects Dashboard And Status Updates For December 2021.

Sponsors: Paul Holzen, Jonathan Marston

11. Proposed 2022 Capital Investment Committee Meeting Schedule.

Sponsors: Lanaii Benne

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



File #: 21-02629

DATE: November 11, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0328, A Professional Services Agreement With AECOM For Pump Station Evaluations For Rogersshire, Hillsboro Road And Carter's Creek Pike In The Amount Of \$49,720.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Professional Services Agreement (PSA) COF Contract No. 2021-0328 with AECOM for Pump Station Evaluations for Rogersshire, Hillsboro Road and Carter's Creek Pike in the amount of \$49,720.00.

BACKGROUND/STAFF COMMENTS:

As part of the ongoing efforts of the Water Management Department to maintain and efficiently operate the collection system, annual pump station evaluations are necessary to understand areas of deficiencies and improvements that can be made to stations. This contract is for 3 (three) additional stations for the second set of evaluations in the ongoing project for station upgrades. The WMD has selected the Rogersshire, Hillsboro Road and Carter's Creek Pike pump stations as part of this analysis. This contract will evaluate structural, hydraulic, capacity, HVAC, electrical, and operational conditions of the station & building and provide recommendations for improvements.

The Rogersshire pump station is located at the intersection of Brink Place and Del Rio Court in Del Rio Park, the Hillsboro Road pump station is located at the intersection of Fulton Greer and Hillsboro Road, and the the Carter's Creek pump station is located at 1811 Carter's Creek Pike just west of the intersection of Horton Lane and Carter's Creek Pike.

FINANCIAL IMPACT:

This professional services agreement will be completed on a not-to-exceed amount of \$49,720.00 and has been budgeted for in the wastewater operating fund (431-82560-52212).

RECOMMENDATION:

Staff recommends that Contract No. 2021-0328 with AECOM for the evaluation of Rogershire, Hillsboro Road and Carter's Creek pump stations be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0328**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **AECOM** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

**ROGERSSHIRE, HILLSBORO ROAD AND CARTERS CREEK PIKE
PUMP STATION EVALUATIONS**

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed, based on the Fee Schedule as contained in Attachment A, in the Lump Sum Amount of **Forty Nine Thousand Seven Hundred Twenty and No/100 Dollars (\$49,720.00)**

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20____.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the consultant by the City.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of SerAECOMvices.
- 9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all

prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

AECOM:

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:



**Wastewater Pump Station Evaluations
Proposal for Professional Services**



**RODGERSHIRE, HILLSBORO ROAD, AND CARTERS CREEK PIKE
PUMP STATION EVALUATIONS
PROPOSAL FOR PROFESSIONAL SERVICES**

AECOM
1000 CORPORATE CENTRE DRIVE, SUITE 250
FRANKLIN, TN 37067

October 14, 2021

AECOM

BACKGROUND

The City of Franklin's Water Management Department (WMD) maintains and operates wastewater pump stations within the City's sanitary sewer area. WMD conducts routine evaluations on pump stations across the area to ensure they are in acceptable condition. AECOM has been selected by the WMD to conduct a performance evaluation on the following pump stations: Rodgershire Pump Station, Hillsboro Road Pump Station and Carters Creek Pike Pump Station.

The **Rodgershire Pump Station (PS)** is located in the Sharp's Branch subbasin within the greater Central Franklin drainage basin off Del Rio Court. at the intersection with Brink Place in Franklin, TN. This pump station has the following features:

- Two (2) 25 HP Gorman Rupp suction lift pumps rated 520 GPM @ 57' TDH each
- Bubbler System/Transducer
 - ON/OFF/local high-level alarm,
 - High temperature cut-off,
 - High voltage monitor.
- Control panel
 - Pump H-O-A switch in AUTO,
 - Level control switch in ON position,
 - Alternator - ON,
 - Power supplied 3ph/60cy/480v,
 - Healy/Ruff radio telemetry system emergency pump connection.



Figure 1- Rodgershire PS

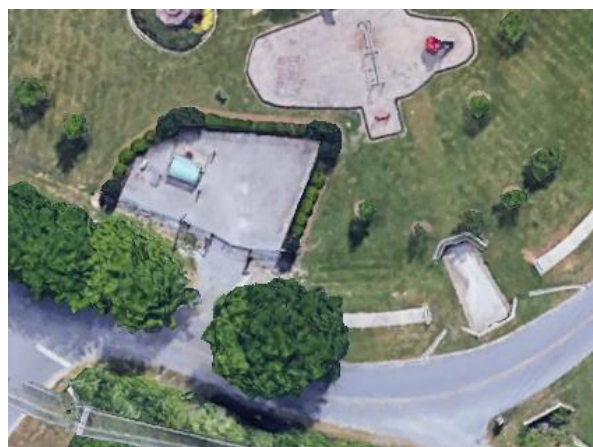


Figure 2- Rodgershire PS Aerial View

The **Hillsboro Road PS** is located in the Sharp's Branch subbasin within the greater Central Franklin drainage basin off Hillsboro Road in Franklin, TN. This pump station has the following features:

- Two (2) 27 HP Gorman Rupp submersible pumps rated 300 GPM @ 120' TDH each
- Bubbler System/Transducer

- ON/OFF local high-level alarm,
- High temperature cut-off,
- High voltage monitor.
- Control Panel
 - Pump H-O-A switch in AUTO,
 - Level control switch in ON position,
 - Power supplied 3ph/60cy/460v power,
 - Healy/Ruff radio telemetry system,
 - 6" emergency pump connection,
 - Generator connection.



Figure 4 - Hillsboro Road PS



Figure 3 - Hillsboro Road PS Aerial View

The **Carters Creek Pike PS** is located in the Sharp's Branch subbasin within the greater West drainage basin off Old Carters Creek Pike in Franklin, TN. This pump station has the following features:

- Two (2) 30 HP Gorman Rupp suction lift pumps rated 388 GPM @ 115' TDH each
- Bubbler System: EPS2000
 - ON/OFF local high-level alarm,
 - High temperature cut-off,
 - High voltage monitor.
- Control Panel
 - Pump H-O-A switch in AUTO,
 - Level control switch in ON position,
 - Alternator - ON,
 - Power supplied 3ph/60cy/480v,
 - Healy/Ruff radio telemetry system,
 - Emergency pump connection.



Figure 8 - Carters Creek Pike PS



Figure 7 - Carters Creek Pike PS Aerial View

SCOPE OF WORK

The scope of work for the services requested is detailed below in **Task 1**. This task will consist of the evaluation of the Rodgershire, Hillsboro Rd, and Carters Creek Pike Pump Stations.

Task 1 - Rodgershire, Hillsboro Road, and Carters Creek Pike Pump Station Evaluations

AECOM met with the WMD to gain a general understanding of the pump stations and the components of the evaluation. AECOM understands the pump stations evaluations will generally consist of determining and documenting the condition of the mechanical and electrical equipment, identifying immediate needs for repair or replacement, defining and determining increased pump station capacity where applicable, and identifying requirements for redundancy. The proposed work is summarized in the following three subtasks.

Subtask 1.1 – Kick-off Meeting

AECOM will conduct a brief project kick-off meeting with the City to discuss the goals, evaluation criteria, and data requirements for the analysis and to coordinate the evaluation of the existing conditions in the field (i.e., site visit to Rodgershire PS, Hillsboro Rd PS, and Carters Creek Pike PS).

Subtask 1.2 – Field Assessment

AECOM will evaluate the following existing site conditions of the three pump stations. The pump station evaluation will generally involve isolating incoming flow; pumping down the wet well; performing a visual assessment of the integrity of the pump station walls, pumps and internal piping; and visually assessing the above ground features. A typical evaluation pump station evaluation form is provided in Appendix A.

The City staff will need to isolate flow into the pump station, which will likely need to occur during low flow times. Once isolation has occurred, AECOM will work with the City to conduct drawdown tests of each of the two pumps to determine their pumping capacity. Following the drawdown effort, AECOM will conduct a visual assessment of the wet well walls and the pump station piping. Then, the City staff

will raise the pumps to the ground surface for AECOM to conduct a visual assessment of the pumps, impellers and volute.

AECOM and our electrical subconsultant I.C. Thomasson will also conduct a visual assessment of the electrical panel and motor control centers and identify potential electrical improvements should the station capacity need to be increased.

AECOM will also conduct a SCADA interphase assessment to ensure that the pump stations are fully integrated with the City's control center located in the Public Works Building.

Subtask 1.3 – Evaluation Report

AECOM will prepare a brief report summarizing the evaluation efforts and presenting recommendations to address the identified concerns. AECOM's analysis will be conducted based upon information furnished by the City to include: existing pump curves, pump flows, pump operating times, equipment maintenance records, GIS data and mapping, as well as any other relevant information. AECOM will submit a draft report to the City, conduct a review meeting with the City, finalize the report, and submit a final report to the City with recommendations for improvements, if any, to address operational and capacity related issues.

FEE

Our Fee Pricing Proposal is provided in **Appendix B** at the end of this proposal document. Professional services for detailed design, surveying, and geotechnical exploration have not been included in the scope and fee but may be added by additional task order at a later date if desired by the City.

- Task 1 - Rodgershire, Hillsboro Road, And Carter's Creek Pump Station Evaluations \$49,720

PROJECT STAFF & TEAM ORGANIZATION

AECOM has selected a team of professionals from our Franklin office, based on their experience and qualifications, that will provide meaningful contributions to deliver a successful project. Each of these staff members has extensive experience within their respective tasks and recognizes the importance of maintaining quality, schedule, budget, and clear communications.

Chris Hammer, P.E. will serve as the **Project Director**. Chris will be responsible for communicating with WMD to ensure the AECOM Team is promptly addressing any concerns that may be identified by WMD. Chris will provide the staffing resources necessary to complete the work.

Ovi Pomohaci, P.E. will serve as AECOM's **Project Manager**. Ovi will be using his recent experience from the Goose Creek/Redwing and Riverview PS Evaluation to coordinate the project team, project schedule, and cost management. Ovi will be responsible for the day-to-day operations, technical direction, and successful project completion. Ovi will serve as the City's primary point of contact.

Bob Stolt, P.E. will be the **Senior Engineer** for this project utilizing his vast wastewater and water experience. Bob has recent experience with wastewater pump station evaluations and water and wastewater plant design which will benefit our team.

Jordan Taylor and **Alicia Matthew** will serve as the **Project Engineers**. They will be responsible for assembling the information necessary to conduct the analysis and draft the report.



SUB-CONSULTANTS

AECOM does not anticipate using any sub-consultants for this project.

GEOTECHNICAL EXPLORATION SCOPE

A geotechnical investigation for the project is not included as part of this proposal. If desired, AECOM can provide the services of a qualified geotechnical engineer in support of the project.

DESIGN DRAWINGS AND SPECIFICATIONS

Design drawings and specifications will not be prepared for this project.

PRELIMINARY SCHEDULE

The time of completion from the Notice to Proceed to the final report of the project is generally estimated to be as follows:

Task Order Award & Notice to Proceed	November 16, 2021
Project Kick-off Meeting with WMD	November 18, 2021
Deliver Draft Report to City	January 18, 2022
Review Draft Report with City	February 8, 2022
Submit Final Report	February 22, 2022

AECOM will review the City's schedule and goals for the project and will expedite activities listed above if necessary.



Wastewater Pump Station Evaluations Proposal for Professional Services

APPENDIX A – FIELD INSPECTION FORMS PUMPING STATIONS

Job Name
Project Data
Pump Station Field Inspection Form



General Information									
Number		Station Type		Date					
Inspection Personnel									
Address									
Pump Information									
No. of Pumps		Manufacturer/Model							
Configuration		Horizontal ☐	Vertical ☐	Valve	Type	Size (in.)	Pipe (in.)		
Name plate rating		Pump 1	Pump 2	Pump 3	Discharge				
gpm									
ft. of Head					Suction				
rpm					Check				
Pump Controls									
Types of Level Control		Floats ☐		Sensors ☐		Bubbler ☐			
Pump	Depth On (in.)	Depth off (in.)		High Level Alarm Depth (in.)					
Lead				Span (in.)					
Lag				Pumpout (Y/N)/Camlock Size (in.)					
Lag Lag				Pressure Gauge (Y/N)					
Pressure Gauge from Floor (in.)						Location of Pressure Gauge			
Pressure Transducer from Floor (in.)									
Location of Pressure Transducer				Discharge pipe					
Pump On Pressure (psi)				Pump Off Pressure - FM Pressure (psi)					
Pump Operations Observation									
Time Taken		NO	Pump 1	Pump 2	Pump 3				
Pump on Time (min:sec)									
Pump Off Time (min:sec)									
Depth On (in.)			Depth Off (in.)		Test Span (in.)				
Dry Well/Valve Pit									
Top Slab Thickness (in.)		Pump Center Line from floor (in.)							
Diameter (in.)		Discharge Center Line from floor (in.)							
Length (in.)									
Width (in.)		Suction Center Line from floor (in.)							
Depth from Cover (in.)		No. of T/Y(s)		Size(s) (in.)					
Ceiling to floor(in.)		No. Of Reducer(s)		Size(s) (in.)					
Cover to Platform (in.)		No. of Elbow(s)		Size(s) (in.)					
Wet Well									
Structural Condition		Chimney (Y/N)		Top Slab Thickness (in.)					
Good ☐		Chimney Depth (in.)		Diameter (in.)					
Fair ☐		Platform (Y/N)		Length (in.)					
Poor ☐		Cover to Platform (ft.)		Width (in.)					
Liner (Y/N)		Sludge (Y/N)		Depth from Cover (ft.)					
Condition of Liner		Cover to Sludge (ft.)		Cover to Invert (ft.)					
Good				Volume (gal/ft.)					
Receiving Manhole					Discharge Manhole				
Depth (ft.)		Size(in.)		Depth (ft.)		Size(in.)			
Distance to Wet Well (ft.)					Distance to Dry Well (ft.)				

General Notes: _____

Job Name
Project Data
Pump Station Field Inspection Form



General Information					
Number		Station Type		Date	
Address			FPL Meter No.		
Electrical Service					
Voltage	Amps	Grounding			
4160 ☐	60 ☐	Grounded Service Conductor (GSC) ☐			
208/120 ☐	100 ☐	Grounding Electrode Conductor (GEC) ☐			
240/120 ☐	150 ☐	Equipment Grounding Conductor (EGC) ☐			
Condition	200 ☐	Service Entry	Notes:		
Poor ☐	300 ☐	Service Drop ☐			
Fair ☐	UNK ☐	Service Lateral ☐			
Good ☐	Conductor Type	Clearances			
Type	Copper	Front ☐			
MCB ☐	Conductor Size	Top ☐			
Fuse/Disc. ☐	4/0 AWG	Bottom ☐			
Other ☐					
Control Panel					
Serial No.			Main Disconnect	Breaker Type	
Manufacturer			Fuse ☐	Magnetic ☒	
Model No.			Circuit Breaker ☐	Air ☐	
Volts			Non-Fuse ☐	Vacuum ☐	
Amps			Other ☐	Oil Filled ☐	
Condition					
Auxiliary Equipment					
Dehumidifier ☐	Ventilation ☐				
Lighting ☐	Sump Pump ☐				
Code Issues and Observations					Y/N
Conductor and over current protection adequate.					
Equipment located and mounted properly.					
Appropriate wiring methods used for power.					
Appropriate wiring methods used for power control.					
Receptacle for generator.					
There is space for new generator.					
Equipment is properly grounded.					
Observations					Y/N
Alarm light present					
Alarm light operative.					
ET Meters					
ET Meters	Pump 1	Pump2	Pump 3	Simultaneous	
ET Meters Readings (hrs.)					

General Notes: _____

Job Name
Project Data
Pump Station Field Inspection Form



General Information									
Number								Date	
Motor									
No. of Motors				Manufacturer					
Model				Configuration				RPM	
Amps		Volts		HP		Speed			
Wire Size				Aux Motor		Locked Rotor			
Type of Starter				Service Factor					
NEMA Enclosure Type									
Size of Starter in NEMA				Insulation Class					
Variable Speed Drive									☐ Yes ☐ No
Identifier						Volts			
Serial No.						Amps			
Manufacturer						Phase			
Model No.						Hertz			
Type						Efficiency Rating			
Generator									☐ Yes ☐ No
Generator No.				Volts				Exciter Type	
Serial No.				Amps				Brush ☐	
Model No.				Phase				Brushless ☐	
Manufacturer				Fuel Type					
KVA Rating				LP ☐					
Kilowatt Rating				Diesel ☐					
Power Factor				Natural ☐					

General Notes: _____

This form is intended to provide information on the respective pump station data based on information compiled during the field visit completed on the referenced date. It is not intended to be comprehensive nor to be used as an as built of the pump station.



Wastewater Pump Station Evaluations Proposal for Professional Services

APPENDIX B – FEE PRICING PROPOSAL

October 14, 2021

AECOM

City of Franklin

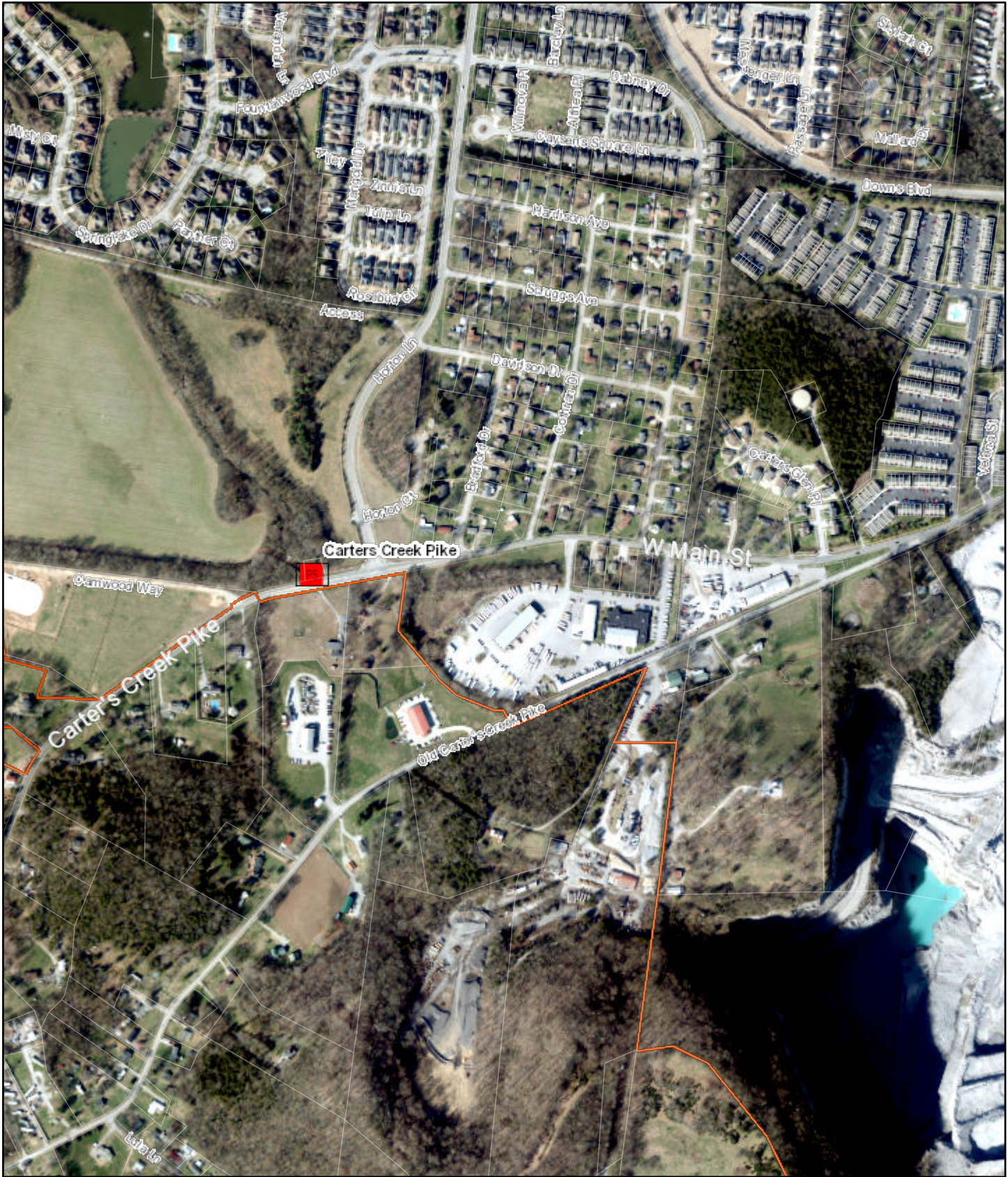


Task 1 - Rodgershire, Hillsboro Rd, and Carters Creek Pike Pump Station Evaluation

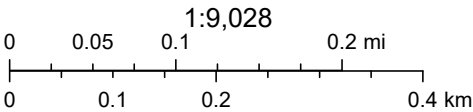
Fee Pricing Proposal
October 14, 2021

Employee Classification/Category Billing Rate	Project Director \$230	Project Manager \$160	Senior Engineer \$190	Project Engineer \$115	Structural Engineer \$155	Project Administrator \$90	Subconsultants	ODCs
Task 1 - Rodgershire, Hillsboro Rd., and Carters Creek Pike Pump Station Evaluation								
Subtask 1.1 - Project Kick-off Meeting	4	8	4	16				
Subtask 1.2 - Field Assessment	4	32	8	60	4	2	\$ 3,500	\$ 500
Subtask 1.3 - Evaluation Report	4	32	8	120	4	2	\$ 3,500	
Task 1 Manhours	12	72	20	196	8	4		
Task 1 Subtotals	\$2,760	\$11,520	\$3,800	\$22,540	\$1,240	\$360	\$7,000	\$500
Task 1 Total								\$49,720

Carter's Creek Pike Pump Station

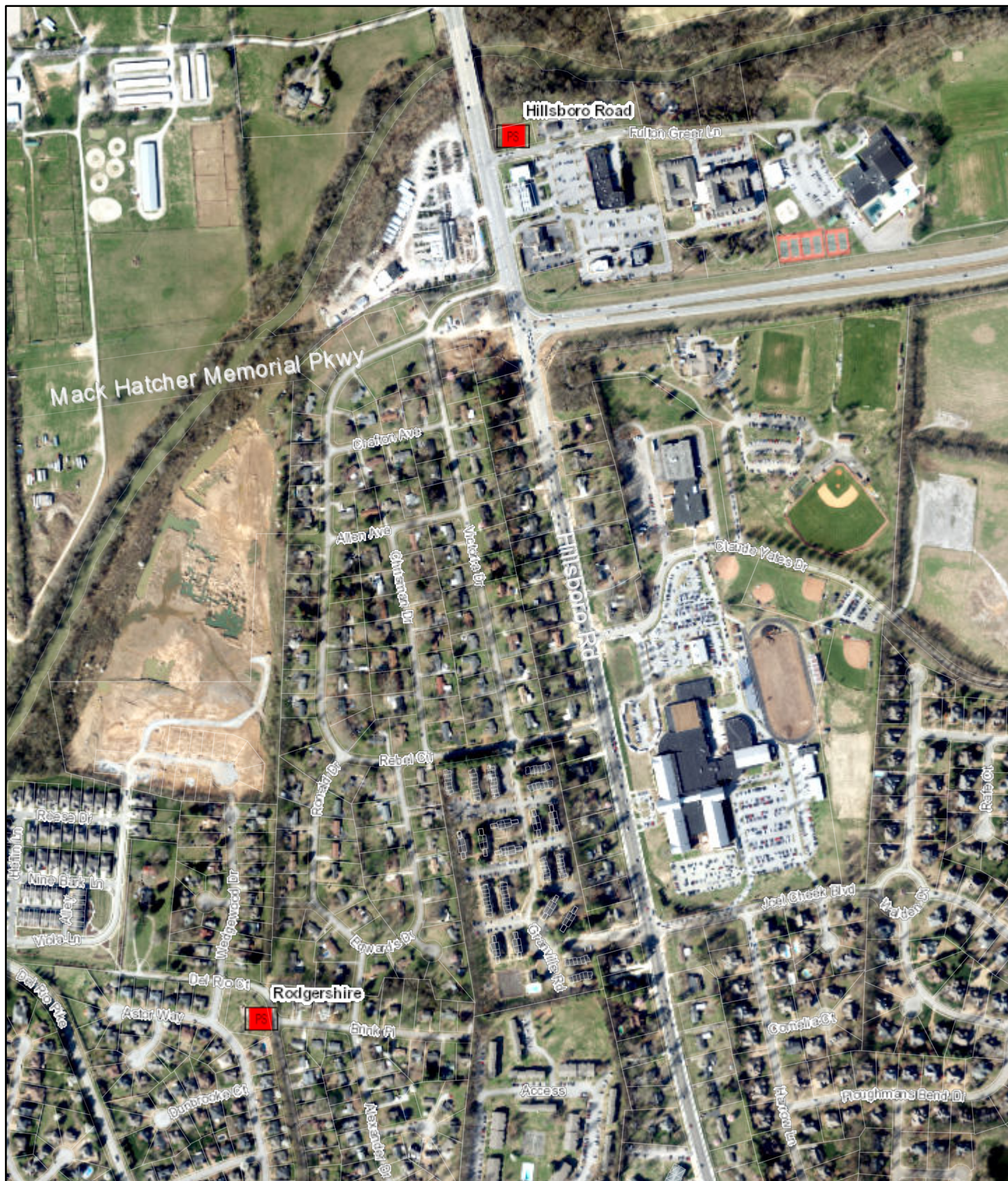


12/2/2021, 7:27:21 PM

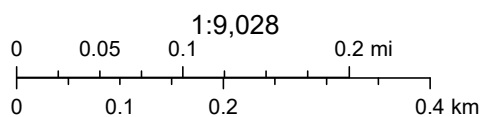


City of Franklin TN, GIS Dept., City of Franklin TN GIS Dept.

Hillsboro Road & Rodgershire Pump Stations Locations



12/2/2021, 7:29:38 PM



City of Franklin TN, GIS Dept., City of Franklin TN GIS Dept.



File #: 21-02444

DATE: November 22, 2021
TO: Board of Mayor and Aldermen
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of DRAFT Change Order 9 To COF Contract No. 2017-0264, With Kiewit Infrastructure South Co. For The Water Reclamation Facility Modifications & Expansion Project.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 9 for the Water Reclamation Facility Modifications and Expansion Project.

BACKGROUND/STAFF COMMENTS:

The Board of Mayor and Alderman passed a Resolution to award the contract on July 10, 2018 for the Water Reclamation Facility Modifications and Expansion Project to Kiewit Infrastructure South Co. (Kiewit). The amount of the contract entered into by the City and Kiewit was for \$132,890,000.00 (which included an Owner's contingency of \$4,000,000.00). A substantial completion date of February 20, 2022 and a final completion date of May 26, 2022 were outlined in the contract.

During the course of the project to date, the need for various changes to Kiewit's scope has become apparent to include work that was not captured in the original contract, changes due to alternative items of equipment, existing conditions, or to realize savings to the City. Those changes are memorialized in Construction Change Authorizations (CCAs), Change Proposals (CPs), and Request for Proposals (RFPs) issued by CDM Smith and then approved by the City, and formalized in this change order and include the following:

RFP 14 = addition of a new variable frequency drive for reclaimed water pump #4 (\$33,579.00)
CP 105 = downsize magnetic flow meters that are unable to be returned on the sludge piping lines (\$4,934.00)
CP 110 = thrust blocks on the existing 8-inch waste activated sludge piping (\$2,335.00)
CP 112 = revise restraints, waste activated sludge mixing pump piping (\$5,039.00)
Credit for acceptance of improperly specified equipment grouting (credit of \$130,000.00)
Notice of Non-Compliance 10 response for headworks epoxy repairs (credit of \$103,435.87)
Allowance 3 reconciliation = structural changes for centrifuges (credit of \$1,871.00)
Allowance 4 reconciliation = structural changes for screw press (credit of \$12,737.00)
Allowance 6 reconciliation = automatic backwash filter upgrades (credit of \$20,000.00)

FINANCIAL IMPACT:

The attachments outline all of these changes, totaling a net decrease of \$222,151.87. Including all of the previous change orders, the amount remaining in contingency has increased to \$1,196,498.62.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Change Order No. 9 for Kiewit Infrastructure South Co.

REQUEST FOR CONSTRUCTION CONTRACT CHANGE CHANGE ORDER NO. 9

City of Franklin
Engineering Office
109 Third Avenue South
Franklin, Tn 37064

Contract Number: 2017-0264
Project Name: Water Reclamation Facility
Modifications & Expansion

Background

The Board of Mayor and Alderman passed a resolution to award a contract on July 10, 2018 for the Franklin Water Reclamation Facility Modifications and Expansion Project to Kiewit Infrastructure South Co., (Kiewit), contingent upon approval by the State Revolving Fund (SRF) Program, which was received on August 23, 2018. The amount of the contract entered into by the City of Franklin and Kiewit was for \$132,890,000.00 (which included an Owner contingency of \$4,000,000). A substantial completion date of February 20, 2022, and a final completion date of May 26, 2022 were requirements in the contract.

The Franklin Water Reclamation Facility Modifications and Expansion Project included, among other scope, construction of a new headworks facility, an equalization basin, odor control systems, two ultraviolet disinfection systems, an alum storage and feed system, an electrical building, modifications to the biological nutrient removal facilities, the reclaimed water pump station, return sludge pump station and RAS/WAS pump station, construction of a new solids treatment system, upgrades to the instrumentation and control system, installation of new yard piping and demolition.

Reason for Change Order:

During the course of the project to date, the need for various changes to Kiewit's scope became apparent to include work not captured in the original contract, changes due to alternate items of equipment proposed by Kiewit, unforeseen conflict with existing features or to realize savings to the City of Franklin. Those changes were memorialized in Construction Change Authorizations (CCAs), Contractor Change Proposals (CPs) or responses to Requests for Proposal (RFPs) as shown on Attachment A. The specific language of the scope changes is detailed in the CCA/CP/RFP documents.

Attachments (List documents supporting change):

Attachment A – CCA/RFP/CP Summary Sheet

RFP No. 14 w/Contractor Proposal

CP No. 105

CP No. 110

CP No. 112

Kiewit letter regarding acceptance of incorrect equipment grout

CDM Smith letter dated November 25, 2021 regarding extended engineering and inspection costs associated with headworks coatings failure

CDM Smith letter dated November 24, 2021 regarding reconciliation of allowance items

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	\$132,890,000.00
Net Increase in Contract Price From Previous Change Orders:	\$87,021.00
Contract Price Prior to This Change Order:	\$132,977,021.00
Net Increase or <Decrease> of This Change Order:	\$00.00
Contract Price with All Approved Change Orders:	\$132,977,021.00

CHANGE IN CONTRACT TIMES	
Original Contract Times	
Substantial Completion Date	2/20/2022
Final Completion Date	5/26/2022
Net Change From Previous Change Orders	
Substantial Completion	0 Days
Final Completion	0 Days
Contract Times Prior to This Change	
Substantial Completion Date	2/20/2022
Final Completion Date	5/26/2022
Increase in Time This Change Order	
Substantial Completion	6 Days
Final Completion	6 Days
Contract Times with All Approved Change Orders	
Substantial Completion Date	2/26/2022
Final Completion Date	6/01/2022

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Now, Therefore, Kiewit Infrastructure South Co., hereby agrees to this Change Order, consisting of the above mentioned schedule changes, and agrees that this Change Order is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remains in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

ENGINEER

CITY PROJECT MANAGER

Name: Daniel A. Harris Name: Brian Goodwin
Signature: _____ Signature: _____
Date: _____ Date: _____

CITY WATER MANAGEMENT DIRECTOR

Name: Michelle Hatcher
Signature: _____
Date: _____

ACCEPTED BY CONTRACTOR:

APPROVED BY OWNER:

Name: Brad Coutu Name: _____
Title: _____ Title: _____
Signature: _____ Signature: _____
Date: _____ Date: _____

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Attachment A
CP/RFP/CP Summary

CCA Number	RFP Number	CP Number	Description	Cost	Time Extension	Date Sent to SRF for Review	Date Approved by SRF
	14		New VFD RWP4	\$ 33,579.00	0	10/4/21	10/5/21
		105	Downsize mag meters FIT-6110-1 and -2	\$ 4,934.00	0	10/5/21	10/18/21
		110	Thrust block, ex. 8" WAS piping	\$ 2,335.00	0	10/19/21	10/29/21
		112	Revise restraints, WAS mixing pump piping	\$ 5,039.00	0	10/20/21	10/29/21
		XX	Credit for acceptance of improper equipment grout	\$ (130,000.00)	0		
NA	NA	NA	CDM Smith letter 5 Nov 21 re Headworks Extended E&I costs	\$ (103,435.87)	0	11/24/21	
NA	NA	NA	CDM Smith letter 24 Nov 21 re Allowance Item reconciliation	\$ (34,603.00)	0	11/24/21	
Total This Change				\$ (222,151.87)			
Total Previous Changes				\$ 3,025,653.25			
Owner's Contingency Amount				\$ 4,000,000.00			
Remaining Owner's Contingency				\$ 1,196,498.62			
Total Time Extension (Calendar Days)					6		

REQUEST FOR CONSTRUCTION CONTRACT CHANGE

CHANGE ORDER NO. 9

City of Franklin
Engineering Office
109 Third Avenue South
Franklin, Tn 37064

Contract Number: 2017-0264
Project Name: Water Reclamation Facility
Modifications & Expansion

Background

The Board of Mayor and Alderman passed a resolution to award a contract on July 10, 2018 for the Franklin Water Reclamation Facility Modifications and Expansion Project to Kiewit Infrastructure South Co., (Kiewit), contingent upon approval by the State Revolving Fund (SRF) Program, which was received on August 23, 2018. The amount of the contract entered into by the City of Franklin and Kiewit was for \$132,890,000.00 (which included an Owner contingency of \$4,000,000). A substantial completion date of February 20, 2022, and a final completion date of May 26, 2022 were requirements in the contract.

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Reason for Change Order:

During the course of the project to date, the need for various changes to Kiewit's scope became apparent to include work not captured in the original contract, changes due to alternate items of equipment proposed by Kiewit, unforeseen conflict with existing features or to realize savings to the City of Franklin. Those changes were memorialized in Construction Change Authorizations (CCAs), Contractor Change Proposals (CPs) or responses to Requests for Proposal (RFPs) as shown on Attachment A. The specific language of the scope changes is detailed in the CCA/CP/RFP documents.

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RFP No. 14 w/Contractor Proposal

CP No. 105

CP No. 110

CP No. 112

Kiewit letter regarding acceptance of incorrect equipment grout

CDM Smith letter dated November 25, 2021 regarding extended engineering and inspection costs associated with headworks coatings failure

CDM Smith letter dated November 24, 2021 regarding reconciliation of allowance items

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Original Contract Price:	
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	\$00.00
Contract Price with All Approved Change Orders:	
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CHANGE IN CONTRACT TIMES	
Original Contract Times	
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Final Completion Date	5/26/2022
Net Change From Previous Change Orders	
Substantial Completion	6 Days
Final Completion	6 Days
Contract Times Prior to This Change	
Substantial Completion Date	2/20/2022
Final Completion Date	5/26/2022
Increase in Time This Change Order	
Substantial Completion	0 Days
Final Completion	0 Days
Contract Times with All Approved Change Orders	
Substantial Completion Date	2/26/2022
Final Completion Date	6/01/2022

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Now, Therefore, Kiewit Infrastructure South Co., hereby agrees to this Change Order, consisting of the above mentioned schedule changes, and agrees that this Change Order is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remains in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

ENGINEER

Name: Daniel A. Harris

Signature: 

Date: 11/30/21

CITY PROJECT MANAGER

Name: Brian Goodwin

Signature: _____

Date: _____

CITY WATER MANAGEMENT DIRECTOR

Name: Michelle Hatcher

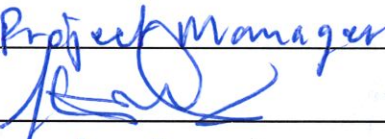
Signature: _____

Date: _____

ACCEPTED BY CONTRACTOR:

Name: Steve Davis

Title: Project Manager

Signature: 

Date: 11/30/21

APPROVED BY OWNER:

Name: _____

Title: _____

Signature: _____

Date: _____

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Attachment A
CP/RFP/CP Summary

CCA Number	RFP Number	CP Number	Description	Cost	Time Extension	Date Sent to SRF for Review	Date Approved by SRF
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		105	Downsize mag meters FIT-6110-1 and -2	\$ 4,934.00	0	10/5/21	10/18/21
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NA	NA	NA	CDM Smith letter 24 Nov 21 re Allowance Item reconciliation	\$ (34,603.00)	0	11/30/21	11/30/21
Total This Change				\$ (222,151.87)			
Total Previous Changes				\$ 3,025,653.25			
Owner's Contingency Amount				\$ 4,000,000.00			
Remaining Owner's Contingency				\$ 1,196,498.62			
Total Time Extension (Calendar Days)					6		



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

September 2, 2021

Mr. Steve Davis
Kiewit Infrastructure South Co.
4405 International Blvd NW, Suite C-101
Norcross, GA 30093

Subject: Franklin WRF Expansion Project
Request for Proposal (RFP) No. 14

Dear Mr. Davis;

As you know, the existing variable frequency drive (VFD) for Reclaimed Water Pump No. 4 failed in mid-August and cannot be repaired. Please provide your proposal to furnish and install a new Allen Bradley VFD for this pump to replace the existing Eaton drive.

Feel free to contact me with any questions.

A handwritten signature in blue ink, appearing to read "D. Harris".

Daniel A. Harris, PMP, CCM, LEED GA
Senior Project Manager
CDM Smith

cc: Michelle Hatcher, City of Franklin
Brian Goodwin, City of Franklin
File 231666.05.02.10





Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

October 1, 2021

To: Mr. Dan Harris

RFP-CDM-00009.01

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

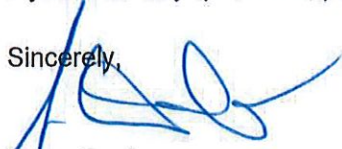
Subject: RFP 014 – VFD Replacement for Reclaimed Water Pump No. 4

Dear Mr. Harris,

Attached you will find Kiewit's cost proposal for **RFP 014 - Supply and Install VFD Replacement for Reclaimed Water Pump No. 4 with Kiewit start-up assistance** in the amount of **Thirty-Three Thousand Five Hundred Seventy-Nine Dollars (\$33,579.00)**.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,



Steve Davis
Project Manager

cc: File
Michelle Hatcher

PREPARED BY: Galileo Rivera-Toban

[illegible]



**WAYNE J.
GRIFFIN ELECTRIC
INC.**

VIA EMAIL ONLY: Steven.Davis1@kiewit.com

Mr. Steven Davis, Project Manager
Kiewit
135 Claude Yates Drive
Franklin, TN 37064

RE: Job #6198 - Franklin WRF Mods and Exp, Franklin, TN
Proposal #78

Dear Mr. Davis:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

DESCRIPTION OF WORK:

This quote is for the replacement of the VFD for Reclaimed Water Pump #4 in MCC-RWP. This includes installation and start-up services.

Material	\$	23,063.20
Labor		3,424.13
Overhead & Profit		3,973.10
Subtotal	\$	30,460.43
Bond		155.35
Total	\$	30,615.78

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us. The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

Corporate Headquarters:

116 Hopping Brook Road
Holliston, MA 01746
Phone: (508) 429-8830
Fax: (508) 429-7825

Regional Offices:

296 Cahaba Valley Parkway
Pelham, AL 35124
Phone: (205) 733-8848
Fax: (205) 733-8107

1950 Evergreen Boulevard
Suite 300
Duluth, GA 30096
Phone: (678) 417-9377
Fax: (678) 417-9373

2310 Presidential Drive
Suite 101
Durham, NC 27703
Phone: (919) 627-9724
Fax: (919) 627-9727

9801-C Southern Pine Boulevard
Charlotte, NC 28273
Phone: (704) 522-3851
Fax: (704) 522-3856

Mr. Steven Davis

Page 2

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (...) ...-.... or .

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.

Nicholas A. Young
Project Manager

NAY/nay

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

cc: Calvin Mize, Regional Manager, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0078, Replacement of Reclaimed Water Pum
Date: 9/30/2021
Project Name: Franklin WRF Mods and Exp
Project Number: 06198-00-18
Page Number: 1

Work Description

This quote is for the replacement of the VFD for Reclaimed Water Pump #4 in MCC-RWP. This includes installation and start-up services.

Itemized Breakdown

Description	Qty	Net Price	UM	Materials (\$)	Labor	Total Hours
As Builts	0.00	0.0000	HRS	0.000	0.000	1.000
Cleanup	0.00	0.0000	HRS	0.000	0.000	1.000
Tools	0.00	0.0000	HRS	0.000	0.000	1.200
Field Safety/JHA	0.00	0.0000	HRS	0.000	0.000	1.000
Supervision	0.00	0.0000	HRS	0.000	0.000	2.000
Project Controls	0.00	0.0000	HRS	0.000	0.000	2.000
125HP RECLAIMED WATER PU #1 VFD REPLACEMENT	1.00	23,063.2000	1	23,063.200	40.000	40.000
Totals				23,063.20		48.20
Tax				0.00		
Materials with Tax				23,063.20		

Summary

Itemized Breakdown Total		23,063.20
Elect. Journeyman	(48.2000 hrs @ \$71.04 / hr)	3,424.13
		3,424.13
Overhead & Profit	(\$26,487.33 @ 15.00%)	3,973.10
		3,973.10
Bond	(\$30,460.43 @ 0.51%)	155.35
		155.35
		4,128.45
Total		\$30,615.78

NORTHEAST ELECTRICAL
560 OAK ST
BROCKTON, MA 02301-1346
781-302-2000 Fax 781-401-8733

kyle.kazarian@needco.com

QUOTE TO:
WAYNE GRIFFIN ELECTRIC
116 HOPPING BROOK RD
HOLLISTON, MA 01746-1497

Quotation

QUOTE DATE	QUOTE NUMBER
09/29/21	S045798268
PAGE NO.	
1 of 1	

SHIP TO:
FRANKLIN WRF
135 CLAUDE YATES DRIVE
FRANKLIN, TN 37064
508-429-8830

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB NAME	QUOTED TO
355257					
SALESPERSON		SHIP VIA		FREIGHT ALLOWED	EXPIRATION DATE
KYLE KAZARIAN		BID		No	11:59pm ET 10/14/21
ORDER QTY	UPC	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea		^AB-S LOT BILLING ROCKWELL - DRIVE SYSTEMS		23063.200	23063.20
Qty	Type	This Lot Shipment Consists of:			
1		20BD156A0ANNAND0			
1		startup			

TERMS & CONDITIONS

OUR PRODUCTS AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.needco.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID, AND OF NO FORCE OR EFFECT. WIRE & PIPE PRICES ARE ONLY GOOD FOR THE CURRENT DAY.

TAXES NOT INCLUDED

Subtotal	23063.20
S&H CHGS	0.00
Amount Due	23063.20

Franklin WRF Modifications & Expansion Project
City of Franklin, TN
Project No: 103925

Kiewit Infrastructure South Co
Hourly Rates (Confidential)
2021 Breakdown of Craft Wage Burden Rates

Wage Type	Foreman		Dozer		Loader/Roller		Forklift/Crane		Excavator		Pipelayer		Laborer	
	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT
Labor - Base Wages	\$ 40.00	\$ 60.00	\$ 30.00	\$ 45.00	\$ 28.00	\$ 42.00	\$ 30.00	\$ 45.00	\$ 28.00	\$ 42.00	\$ 28.00	\$ 42.00	\$ 24.00	\$ 36.00
PTO Burden	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Tax Burden	\$ 3.07	\$ 4.60	\$ 2.52	\$ 3.67	\$ 2.15	\$ 3.22	\$ 2.52	\$ 3.67	\$ 2.15	\$ 3.22	\$ 2.15	\$ 3.22	\$ 1.84	\$ 2.76
Retirement Burden	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66
Health Burden	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73
Insurance Burden	\$ 1.61	\$ 2.42	\$ 1.32	\$ 1.93	\$ 1.13	\$ 1.69	\$ 1.32	\$ 1.93	\$ 1.13	\$ 1.69	\$ 1.13	\$ 1.69	\$ 0.97	\$ 1.45
Additional Wages	\$ -	\$ -	\$ 2.85	\$ 2.85	\$ -	\$ -	\$ 2.85	\$ 2.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subsistence	\$ 12.84	\$ 12.84	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35
Total	\$ 60.15	\$ 82.49	\$ 47.67	\$ 64.43	\$ 42.26	\$ 57.89	\$ 47.67	\$ 64.43	\$ 42.26	\$ 57.89	\$ 42.26	\$ 57.89	\$ 37.79	\$ 51.19

Wage Type	Pipefitter (Foreman)		Pipefitter		Millwright		Carpenter (Building)		Carpenter (Heavy)		Iron Worker (Building)		Iron Worker (Heavy)	
	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT
Labor - Base Wages	\$ 38.55	\$ 57.83	\$ 36.55	\$ 54.83	\$ 26.77	\$ 40.16	\$ 28.00	\$ 42.00	\$ 28.00	\$ 42.00	\$ 36.55	\$ 54.83	\$ 26.77	\$ 40.16
PTO Burden	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Tax Burden	\$ 4.22	\$ 5.69	\$ 4.06	\$ 5.46	\$ 3.05	\$ 4.07	\$ 2.15	\$ 3.22	\$ 3.05	\$ 4.12	\$ 4.06	\$ 5.46	\$ 3.05	\$ 4.07
Retirement Burden	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66
Health Burden	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73
Insurance Burden	\$ 2.22	\$ 2.99	\$ 2.13	\$ 2.87	\$ 1.60	\$ 2.14	\$ 1.13	\$ 1.69	\$ 1.60	\$ 2.16	\$ 2.13	\$ 2.87	\$ 1.60	\$ 2.14
Additional Wages	\$ 16.42	\$ 16.42	\$ 16.42	\$ 16.42	\$ 12.94	\$ 12.94	\$ -	\$ -	\$ 11.71	\$ 11.71	\$ 16.42	\$ 16.42	\$ 12.94	\$ 12.94
Subsistence	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35
Total	\$ 72.38	\$ 93.91	\$ 70.15	\$ 90.56	\$ 55.34	\$ 70.29	\$ 42.26	\$ 57.89	\$ 55.34	\$ 70.97	\$ 70.15	\$ 90.56	\$ 55.34	\$ 70.29

Wage Type	Survey		Electrician	
	Straight	OT	Straight	OT
Labor - Base Wages	\$ 33.00	\$ 49.50	\$ 25.94	\$ 38.91
PTO Burden	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Tax Burden	\$ 2.53	\$ 3.80	\$ 2.95	\$ 3.95
Retirement Burden	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66
Health Burden	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73
Insurance Burden	\$ 1.33	\$ 1.99	\$ 1.55	\$ 2.07
Additional Wages	\$ -	\$ -	\$ 12.55	\$ 12.55
Subsistence	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35
Total	\$ 47.84	\$ 66.27	\$ 53.97	\$ 68.46



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

September 21, 2021

To: Mr. Dan Harris

CP-KIEWIT-00183.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: RFI 491 – FIT-6110-1 and 2 (Flow Meters 8" to 4")

Dear Mr. Harris,

Attached you will find Kiewit's cost proposal for **RFI 491 – FIT-6110-1 and 2 (Flow Meters 8" to 4")** in the amount of **Four Thousand Nine Hundred Thirty-Four Dollars (\$4,934.00)**.

Kiewit is in possession of the 8" flow meters and cannot offer a credit as no credit has been offered by the manufacturer.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

cc: File
Michelle Hatcher



Klavit

Page 49 of 190

PREPARED BY: Steve Davis

[illegible]



CONTROL INSTRUMENTS, INC.

NATIONWIDE SYSTEM INTEGRATION

Providing solutions since 1962



5253 OAKDALE ROAD • SMYRNA, GEORGIA 30082

MAILING ADDRESS: 4480H SOUTH COBB DRIVE • PMB 301 • SMYRNA, GA 30080-6984

PHONE: 404/351-1085 • FAX: 404/794-5784 • EMAIL: admin@c2iinc.com

FLORIDA OPERATIONS OFFICE:

23 S. DILLINGHAM AVENUE, STE. A

KISSIMMEE, FL 34741

PHONE: 404/351-1085

FIELD OFFICES:

Georgia

Florida

Tennessee

August 27th, 2021

Kiewit Infrastructure South Co.

4405 International Blvd, NW

Suite C-101

Norcross, GA 30093

Attn: Thaddeus Selby

PROJECT: FRANKLIN WRF MODIFICATIONS & EXPANSION PROJECT

OWNER: CITY OF FRANKLIN, TN

ENGINEER: CDM SMITH, INC.

CONTRACT: 103925-SC-004

C2i JOB NO: 09181015

Reference: 4" Flow Tubes

Dear Thad:

We are pleased to provide a proposal for two 4" magnetic flow tubes. The signal converters from the previously supplied 8" mag meters will be used for the proposed tubes.

Qty. (2) Krohne Enviromag 4 Inch Magnetic Flow Tubes.

The price, per the attached Bid Summary Sheet, is \$4,698.81.

If you have any questions, please let us know.

Sincerely,

Jonathon Johnson

CONTROL INSTRUMENTS, INC./C2i

MGH/jw

Attachment

cc: Mark Healey / Wes Wood / Sue Adams – C2i

BID SUMMARY SHEET

PROJECT: Franklin REFERENCE: 4" Flow Tube Quotation JOB DURATION: _____
 CONSULTANT: CDM Smith Bid Date: 8/27/2021 PENALTY: _____
 ESTIMATOR: JEJ

		PRICE
FIELD EQUIPMENT \$1671	\$	3,342.00
PANEL EQUIPMENT	\$	0.00
.....	\$	0.00
.....	\$	0.00
.....	\$	0.00
.....	\$	0.00
MATERIAL TOTALS:	\$	3,342.00

	PRICE			PRICE	SIGN-OFF
ADMINISTRATION	\$1,150.00	/Day x 0.13	Days = \$	149.50	
PURCHASING	\$1,150.00	/Day x 0.13	Days = \$	149.50	
ENGINEERING:	\$1,200.00	/Day x 0.13	Days = \$	156.00	
MANUFACTURING:	\$783.00	/Day x 0.00	Days = \$	0.00	
DOCUMENTATION:	\$684.00	/Day x 0.13	Days = \$	88.92	
PROGRAMMING (PLC):	\$1,200.00	/Day x 0.00	Days = \$	0.00	
PROGRAMMING (OIT):	\$1,200.00	/Day x 0.00	Days = \$	0.00	
SERVICE ESTIMATE:	\$1,200.00	/Day x 0.00	Days = \$	0.00	
SERVICE ESTIMATE:	\$1,043.00	/Day x 0.00	Days = \$	0.00	
FREIGHT/SHIPPING:			\$	200.00	
DOCUMENTATION MATERIALS:			\$	0.00	
TRAVEL COST			\$	0.00	
LABOR TOTALS:			\$	743.92	

	PRICE
MATERIAL AND LABOR TOTALS:	\$ 4,085.92
0.00%	\$ 0.00
Bond 1%	0
subtotal	4,085.92
15% Markup	0.00
	\$ 4,698.81
	\$
	\$
	\$
	\$

SELECTED JOB PRICE: \$ 4,698.81

Allowance Yes/No: NO
 Bonds Yes/No: NO 0 0
 Taxes Yes/No: NO 0% \$ -
 TOTAL PRICE: \$ 4,698.81



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

September 30, 2021

To: Mr. Dan Harris

CP-KIEWIT-00185.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: Change Proposal – BNR 2 Surface Aerator 2C Gearbox Repair

Dear Mr. Harris,

Attached you will find Kiewit's change proposal for **BNR 2 Surface Aerator 2C Gearbox Repair** in accordance with Sumitomo Drive Technologies' quote dated September 14, 2021 the amount of **Fifty-Six Thousand Two Hundred Sixteen Dollars (\$56,216.00)** for your review and consideration.

Sumitomo's Detailed inspection report is also attached as backup documentation for the quote.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

cc: File
Michelle Hatcher



Change Proposal: BNR 2 Surface Aerator 2C Gearbox Repair

PREPARED BY: Galileo Rivera-Tobar

DESCRIPTION	QTY	UNIT	MH Per Unit	Total MH	DIRECT LABOR		INDIRECT LABOR		MATERIAL		CONST. EQUIPMENT		SUBCONTRACT		OTHER		TOTAL AMOUNT
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
Sumitomo Surface Aerator 2C Gearbox Repair	1.00	LS				\$ -		\$ -	\$ 37,237.32	\$ 37,237.32		\$ -		\$ -		\$ -	\$ 37,237.32
Gearbox Freight	1.00	LS				\$ -		\$ -	\$ 3,989.00	\$ 3,989.00		\$ -		\$ -		\$ -	\$ 3,989.00
Re-install Gearbox and Gearbox Motor						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Laborer	2.00	EA	8.00	16	\$ 37.79	\$ 604.64		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 604.64
Millwright	2.00	EA	12.00	24	\$ 55.34	\$ 1,328.16		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 1,328.16
Foreman	1.00	EA	8.00	8	\$ 60.15	\$ 481.20		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 481.20
Crane Rental - Clark Crane	8.00	HR				\$ -		\$ -		\$ -	\$ 270.00	\$ 2,160.00		\$ -		\$ -	\$ 2,160.00
Crane Mobilization/Demobilization	1.00	LS				\$ -		\$ -		\$ -	\$ 800.00	\$ 800.00		\$ -		\$ -	\$ 800.00
A-Frame Rental - LGH	1.00	DAY				\$ -		\$ -		\$ -	\$ 199.60	\$ 199.60		\$ -		\$ -	\$ 199.60
Gearbox Oil	26.50	GAL				\$ -		\$ -	\$ 10.76	\$ 285.14		\$ -		\$ -		\$ -	\$ 285.14
Fasteners for connection to gearbox and motor shaft/coupling	1.00	EA				\$ -		\$ -	\$ 400.67	\$ 400.67		\$ -		\$ -		\$ -	\$ 400.67
Wayne J. Griffin - Electrical Terminations for Motor	1.00	LS				\$ -		\$ -		\$ -		\$ -	\$ 905.03	\$ 905.03		\$ -	\$ 905.03
**Construction Equipment Ownership & Operating Costs are based on Blue Book FHWA Rates.																	
OTHER						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
STS - small tools, consumables, safety equip, (\$5 per Direct Manhour, plus 9.75% sales tax: Formula = Total Direct Labor Manhour Subtotal * \$5.00 * 1.0975)																	
	48	MHR				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
TAX: (9.75% of Material, Equipment, Other)						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
SUBTOTALS				48		\$ 2,414.00		\$ -		\$ 41,912.13		\$ 308.06		\$ 905.03		\$ 263.40	\$ 48,962.22
MARKUP %						15.00%		15.00%		15.00%		15.00%		5.00%		15.00%	\$ 7,253.83
SUBTOTALS WITH MARKUPS APPLIED						\$ 2,776.10		\$ 15,000		\$ 48,198.95		\$ 3,987.81		\$ 950.28		\$ 302.91	\$ 56,216.05
BOND																	
TOTAL																	\$ 56,216.00

Quoted By:	Customer Information:
Name: William Goebel	Account: 867179
Phone:	KIEWIT INFRASTRUCTURE SOUTH CO
Company: Sumitomo Machinery Corporation of America	4800 N POINT PKWY, SUITE 100
Representative: Ron Rooks	ALPHARETTA, GA 30022
Phone: (678) 662-7878	Phone: 855-527-8255
Company: Sumitomo Machinery Corporation of America	Fax:

No.	Qty	Product	Description	Net Price
1	1	Paramax	Repairs: Wx Repair	
			MODEL NUMBER: PX 8090P3 Y RLV 63:1	
			Quote is for repair of referenced unit	
			Scope of Work:	
			Replace low speed gear and pinion (36.01, 36.02)	
			Replace high speed gear and pinion (36.05, 36.06)	
			Replace high speed cover on non-input side	
			Replace thermal coupling set for 20 degrees C	
			Replace all Bearings	
			Set clearances to OEM specifications	
			Replace all shims and collars	
			Replace spacers as needed	
			Replace all Seals and Gaskets	
			Replace sight gauge	
			Upgrade to desiccant breather	
			Replace input coupling	
			Return low speed coupling to customer	
			Run no load run test	
			Paint PSX700 Sumitomo Blue	
			Prep for shipment	
			NET EACH:	\$37,237.32
			LEAD TIME: TBD	
				\$37,237.32

Inventory, factory loading and design backlog are all subject to change. Lead time and/or drawing time for critical items should be verified at the time of order entry.

All Purchase Orders accepted subject to SMA standard Conditions of Sale 01.001.40.014 which can be viewed on us.sumitomodrive.com/en/terms-and-conditions. All deliveries are subject to prior sale and are shown in weeks, unless otherwise noted. Quotation is valid for 30 days and subject to SMA's terms and conditions of sale.

Product Support Quotation

Quote Num: 20210810403368Rev0

RVE11849

Issue Date: Sep 14, 2021

Quote Valid For: 30 Days from Issue Date

Please send order to: sma.Service@shi-g.com

Quote Total: \$37,237.32

All prices shown in USD.

Inventory, factory loading and design backlog are all subject to change. Lead time and/or drawing time for critical items should be verified at the time of order entry.

All Purchase Orders accepted subject to SMA standard Conditions of Sale 01.001.40.014 which can be viewed on us.sumitomodrive.com/en/terms-and-conditions. All deliveries are subject to prior sale and are shown in weeks, unless otherwise noted. Quotation is valid for 30 days and subject to SMA's terms and conditions of sale.

Detailed Inspection Report			Sumitomo Drive Technologies  Sumitomo Machinery Corporation of America Authorized Repair Center	
Product Support Group Document:	RVE11849			
Author / Responsibility:	Will Zechman	Engineer		
Review & Approval:	Scott Arnett	Manager	9/10/2021	Page 1 of 5

Date:	9/10/2021	Return #:	RVE11849	Sales Order #:	
Serial #:	F729953	Model #:	PX8090P3Y-RLV-63	Product ID:	

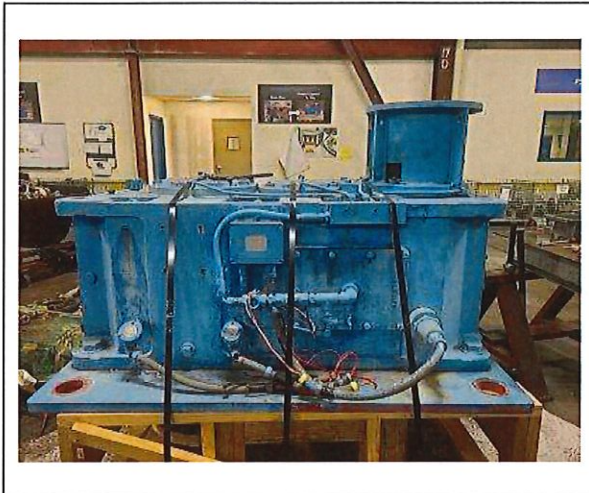
Customer: KIEWIT INFRASTRUCTURE SOUTH CO ALPHARETTA, GA
Unit Location: VE FLR

Reason for Return:

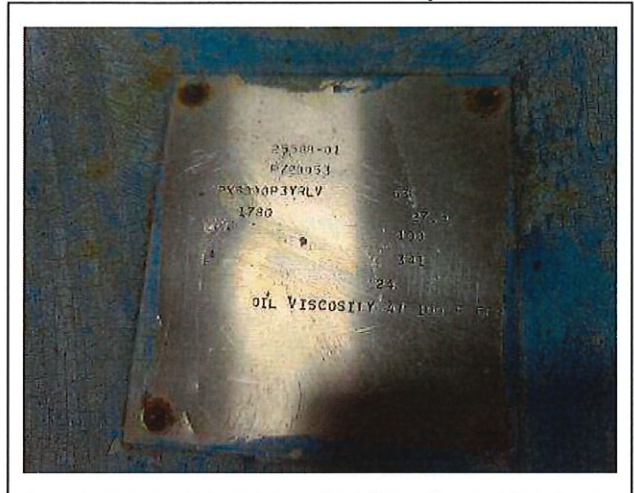
Repair, evaluation, and quotation.

Receiving condition of the unit:

Picture #1: Overall Unit



Picture #2: Unit Nameplate



Notes:

Unit arrived with couplings on both the input and output shafts.

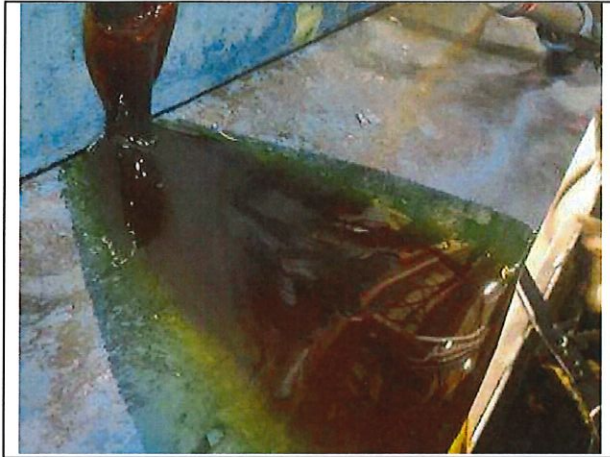
Unit Test:

No-load run test: unable to be conducted. Unit arrived locked up and unable to turn.

Detailed Inspection Report			Sumitomo Drive Technologies  Sumitomo Machinery Corporation of America Authorized Repair Center	
Product Support Group Document:	RVE11849			
Author / Responsibility:	Will Zechman	Engineer		
Review & Approval:	Scott Arnett	Manager	9/10/2021	Page 2 of 5

Inspection Photographs:

Picture #3: Lubrication is contaminated with water



Picture #4: High speed cover on non-input side is damaged



Picture #5: Damage to edges on high speed cover prevent proper sealing



Picture #6: Input gear coupling is corroded



Picture #7: High speed shaft is grooved and corroded



Picture #8: High speed bearings are corroded and will not turn



Detailed Inspection Report			Sumitomo Drive Technologies [®]	
Product Support Group Document:	RVE11849		Sumitomo Machinery Corporation of America	
Author / Responsibility:	Will Zechman	Engineer	Authorized Repair Center	
Review & Approval:	Scott Arnett	Manager	9/10/2021	Page 3 of 5

Picture #9: High speed pinion (36.06) has pitting



Picture #10: High speed gear (36.05) has deep corrosion on the gear teeth



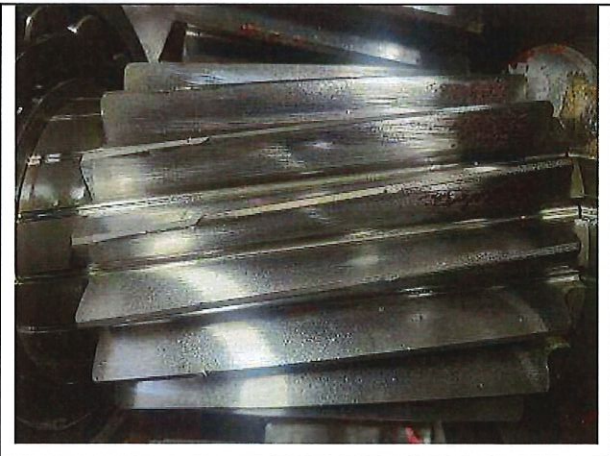
Picture #11: Intermediate pinion (36.04) has surface rust



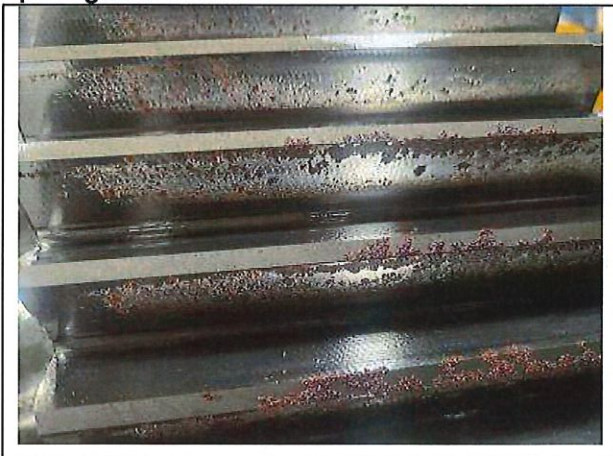
Picture #12: Intermediate gear (36.03) is in good condition



Picture #13: Low speed pinion (36.02) is corroded



Picture #14: Low speed gear (36.01) has pitting and corrosion



Detailed Inspection Report			 Sumitomo Drive Technologies Sumitomo Machinery Corporation of America Authorized Repair Center	
Product Support Group Document: RVE11849				
Author / Responsibility: Will Zechman Engineer				
Review & Approval: Scott Arnett Manager			9/10/2021	Page 4 of 5

Inspection Notes:

- Unit arrived unable to be turned
- High speed gear coupling has corrosion
- Low speed coupling splits into two pieces
- Low speed coupling appears to have been added by the customer
- High speed cover on non-input side is damaged
- External piping is in good condition
- Lubrication is contaminated with water
- Heaters are in good condition
- High speed pinion (36.06) has pitting and a groove at the seal journal
- High speed bearings are heavily corroded and will not spin
- High speed gear (36.05) has deep corrosion
- Intermediate pinion (36.04) has surface rust
- Intermediate gear (36.03) is in good condition
- Intermediate pinion and gear have distinct marking on them, likely at the oil level
- Low speed pinion (36.02) has corroded gear teeth
- Low speed gear (36.01) has pitting and corrosion
- Housing bearing bores are in good condition
- Drywell is in good condition
- Baseplate shows evidence the customer has cut on it, however it is in good condition
- Lantern in good condition
- Thermal coupling set at 20-degree Celsius did not pass resistance checks
- All spacers are in good condition

Conclusion:

This unit has suffered heavy interior damage. Water appears to have leaked in through the damage high speed cover on the non-input side. The lubrication was found contaminated with the water. The high speed bearings were also corroded to a point at which they would not turn.

The reduction components were found with significant amounts of corrosion. This damage was also likely due to the water which entered the gearbox. The high speed gear and pinion and low speed gear and pinion have deep corrosion and pitting on the gear teeth. These components will require replacement. Fortunately, the rust on the intermediate pinion is only surface deep. It and the intermediate gear can be cleaned up and reused.

The external tubing is in good condition. It can be flushed and reused. The heaters are also fit for reuse. The thermal couplings were tested to check resistance. The component set at 20 degrees Celsius did not pass and will need to be replaced. The component set for 5 degrees Celsius did pass and can be reused. The high speed gear coupling is corroded and it is recommended to replace. The low speed coupling appears to be an item added to the unit by the customer. This coupling should be returned to the customer loose. Due to the water in the unit, it is also recommended to upgrade to a desiccant breather

Repair of this unit requires replacing the high speed pinion (36.06), high speed gear (36.05), low speed pinion (36.02), low speed gear (36.01), high speed cover on non-input side, high speed coupling, thermal coupling set to 20 deg. C, upgrade to desiccant breather, an overhaul, clean and repaint.

Detailed Inspection Report			 Sumitomo Drive Technologies Sumitomo Machinery Corporation of America Authorized Repair Center	
Product Support Group Document:	RVE11849			
Author / Responsibility:	Will Zechman	Engineer		
Review & Approval:	Scott Arnett	Manager	9/10/2021	Page 5 of 5

Recommendations:

	Description	Selection
Specific Repairs	- Replace low speed gear and pinion (36.01, 36.02) - Replace high speed gear and pinion (36.05, 36.06) - Replace high speed cover on non-input side - Replace thermal coupling set for 20 degrees C	X
Replace Motor	Replace motor and gasket	
Standard Overhaul	Replace all Bearings, Seals, Shims, Collars, and Gaskets	X
Standard Re-build	Replace all Bearings, Seals, Collars, Gaskets and all Reduction Components	
Standard Re-build Exceptions	<i>These parts are okay for re-use. Do not order new as part of Re-build.</i>	
Lubrication	- Replace sight gauge - Upgrade to desiccant breather	X
Additional Work	- Replace input coupling - Return low speed coupling to customer	X
Special Test Requirements		
Paint	Clean and repaint	X
Notes:		

Galileo.RiveraTobar

From: Steven.Davis1
Sent: Wednesday, September 29, 2021 1:06 PM
To: Galileo.RiveraTobar
Subject: FW: Sumitomo gearbox Freight



Steve Davis
Project Manager

Kiewit Water Facilities South
4800 North Point Parkway, Suite 100, Alpharetta, GA 30022
678-794-2121 cell
kiewit.com

From: Andy Launiere <andy.launiere@shi-g.com>
Sent: Wednesday, September 29, 2021 1:06 PM
To: Steven.Davis1 <Steven.Davis1@kiewit.com>
Subject: [EXTERNAL] Sumitomo gearbox Freight

Good afternoon Steve,

Freight using a flatbed truck for the gearbox we discussed yesterday would be **\$3,989.00.**

I will add it to the quote and send it over later today when I am back in the office.

Thanks,
Andy

Andy Launiere – Signal Mountain, TN
Sumitomo Drive Technologies / District Manager – Tennessee
Email: andy.launiere@shi-g.com
Mobile: 423-580-2104
CS: 1-800-762-9256 / sma.customerservice@shi-g.com
<http://www.sumishowcase.com/paramax>
<http://www.sumishowcase.com/cyclo>

Kiewit Infrastructure South Co
Hourly Rates (Confidential)
2021 Breakdown of Craft Wage Burden Rates

Franklin WRF Modifications & Expansion Project
 City of Franklin, TN
 Project No: 103925

Wage Type	Foreman		Dozer		Loader/Roller		Forklift/Crane		Excavator		Pipelayer		Laborer	
	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT
Labor - Base Wages	\$ 40.00	\$ 60.00	\$ 30.00	\$ 45.00	\$ 28.00	\$ 42.00	\$ 30.00	\$ 45.00	\$ 28.00	\$ 42.00	\$ 28.00	\$ 42.00	\$ 24.00	\$ 36.00
PTO Burden	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Tax Burden	\$ 3.07	\$ 4.60	\$ 2.52	\$ 3.67	\$ 2.15	\$ 3.22	\$ 2.52	\$ 3.67	\$ 2.15	\$ 3.22	\$ 2.15	\$ 3.22	\$ 1.84	\$ 2.76
Retirement Burden	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66
Health Burden	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73
Insurance Burden	\$ 1.61	\$ 2.42	\$ 1.32	\$ 1.93	\$ 1.13	\$ 1.69	\$ 1.32	\$ 1.93	\$ 1.13	\$ 1.69	\$ 1.13	\$ 1.69	\$ 0.97	\$ 1.45
Additional Wages	\$ -	\$ -	\$ 2.85	\$ 2.85	\$ -	\$ -	\$ 2.85	\$ 2.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subsistence	\$ 12.84	\$ 12.84	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35
Total	\$ 60.15	\$ 82.49	\$ 47.67	\$ 64.43	\$ 42.26	\$ 57.89	\$ 47.67	\$ 64.43	\$ 42.26	\$ 57.89	\$ 42.26	\$ 57.89	\$ 37.79	\$ 51.19

Wage Type	Pipefitter (Foreman)		Pipefitter		Millwright		Carpenter (Building)		Carpenter (Heavy)		Iron Worker (Building)		Iron Worker (Heavy)	
	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT	Straight	OT
Labor - Base Wages	\$ 38.55	\$ 57.83	\$ 36.55	\$ 54.83	\$ 26.77	\$ 40.16	\$ 28.00	\$ 42.00	\$ 28.00	\$ 42.00	\$ 36.55	\$ 54.83	\$ 26.77	\$ 40.16
PTO Burden	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Tax Burden	\$ 4.22	\$ 5.69	\$ 4.06	\$ 5.46	\$ 3.05	\$ 4.07	\$ 2.15	\$ 3.22	\$ 3.05	\$ 4.12	\$ 4.06	\$ 5.46	\$ 3.05	\$ 4.07
Retirement Burden	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66
Health Burden	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73
Insurance Burden	\$ 2.22	\$ 2.99	\$ 2.13	\$ 2.87	\$ 1.60	\$ 2.14	\$ 1.13	\$ 1.69	\$ 1.60	\$ 2.16	\$ 2.13	\$ 2.87	\$ 1.60	\$ 2.14
Additional Wages	\$ 16.42	\$ 16.42	\$ 16.42	\$ 16.42	\$ 12.94	\$ 12.94	\$ -	\$ -	\$ 11.71	\$ 11.71	\$ 16.42	\$ 16.42	\$ 12.94	\$ 12.94
Subsistence	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35
Total	\$ 72.38	\$ 93.91	\$ 70.15	\$ 90.56	\$ 55.34	\$ 70.29	\$ 42.26	\$ 57.89	\$ 55.34	\$ 70.97	\$ 70.15	\$ 90.56	\$ 55.34	\$ 70.29

Wage Type	Survey		Electrician	
	Straight	OT	Straight	OT
Labor - Base Wages	\$ 33.00	\$ 49.50	\$ 25.94	\$ 38.91
PTO Burden	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Tax Burden	\$ 2.53	\$ 3.80	\$ 2.95	\$ 3.95
Retirement Burden	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66
Health Burden	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73
Insurance Burden	\$ 1.33	\$ 1.99	\$ 1.55	\$ 2.07
Additional Wages	\$ -	\$ -	\$ 12.55	\$ 12.55
Subsistence	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35
Total	\$ 47.84	\$ 66.27	\$ 53.97	\$ 68.46

Galileo.RiveraTobar

From: Ty Mintern <ty@clarkcrane.com>
Sent: Wednesday, May 26, 2021 11:37 AM
To: Galileo.RiveraTobar
Cc: Clark Elliott; Mitchel Loveless
Subject: [EXTERNAL] Kiewit Quote - Franklin WRF Project
Attachments: Ty Mintern.vcf

Hi Galileo,

Very nice to meet you this morning.

Please see prices below based on a 105' radius lifting 5,000 lbs aerator gearbox from the BNR Basin #2.

\$400.00 - cwt in
\$270.00 - per hour regular rate with a 6 hour minimum
\$330.00 - per hour overtime rate
\$400.00 - cwt out

Regular rate 7:00 am - 3:30 pm Monday - Friday (except holidays).

If you have any questions, please don't hesitate to contact me.

Thank you for the opportunity Galileo, sure do appreciate it.

Kind regards,

Ty

Heavy Lift Consultant | Clark Crane, LLC
Crane Rental (Bare & Operated)

215 River Hills Dr, Nashville, TN 37210
M: 615-330-9214
E: ty@clarkcrane.com
W: <http://www.clarkcrane.com>





9925 S. Industrial Dr.
Bridgeview, IL 60455-2408

800- 878-7305

Rentals@RentLGH.com

www.RentLGH.com

RENTAL QUOTATION

Quote Number: 457886.1
Quote Date: 08/04/2021
Account Number: KIE3
Customer Name: KIEWIT BUSINESS SERVICES
Customer Contact: EMILY BONNER
Phone Number: 402-938-4300
Fax Number: N/A
LGH Contact: Don Johnson
LGH Sales Rep: Brent Fox

The following are the **RENTAL** prices for the equipment you requested for your upcoming job. When placing your order, please complete the acknowledgement section on **PAGE 2** of this quote and fax it to 708-430-3536.

Rental Items

Qty.	Equipment Description	Each	Per Week Total	Per Week
1	5 Ton Steel Adjustable Gantry (9'4" - 12'10" Height) MAKE/MODEL: SPANCO A Series CAPACITY: 5 TON INSERT TYPE: SHORT INSERT LENGTH: 107.25" INSERT SIZE: 6" X 3" X 1/4" WORKING HEIGHT UNDER BEAM: 9'4"-12'10" WEIGHT: 786 POUNDS BEAM SIZE: UP TO 40' Notes:DO NOT Lift Gantry Fully Assembled Accessories 1.5t Wll Come-a-long - Cable (used With Steel Gantries) (Qty 2)	\$674.00		\$674.00
1	5T GANTRY STEEL BEAM - 10' MAKE/MODEL: SPANCO S10 CAPACITY: 5 TON LENGTH: 10 FEET WEIGHT: 254 POUNDS FLANGE SIZE: 4.625" BEAM SIZE: S10 Accessories Lindaptor Clamps (for Gantry Beams) - Type A - Model La075s - 3/4" Bolt Size - Clipped Washer - 0 (Qty 8)	\$44.00		\$44.00

Qty.	Equipment Description	Each Per Week	Total Per Week
1	6T WLL PUSH TROLLEY - FLANGE 4"-10" MAKE/MODEL: Riggers R6T CAPACITY: 6 TON WEIGHT: 75 POUNDS FLANGE SIZE: 4-10" Flange Size ? 4.6	\$100.00	\$100.00
1	5T WLL HAND CHAIN HOIST W/ 20' HOL (20 FT Pull Chain) MAKE/MODEL: COFFING LHH-5B CAPACITY: 5 TON WEIGHT: 112.5 POUNDS MIN. HEAD ROOM: 22.63 INCHES PARTS OF CHAIN: 3 Accessories • 7.1x21.2mm Load Chain (60 ft) • 5x25mm Pull Chain (40 ft)	\$180.00	\$180.00
Total Per Week			\$998.00

Total Per Day

\$199.60

General Notes: FOB NASHVILLE FREIGHT NOT INCLUDED

PRICE IS BASED ON 1 - 3 WEEKS MINIMUM RENTAL

PRICE IS BASED ON USD (\$)

MONTHLY RATES ARE FOR 28 DAYS

FREIGHT OR DELIVERY AND PICKUP CHARGES ARE NOT INCLUDED IN THE ABOVE QUOTE UNLESS REQUESTED

TRANSFER RATES MAY APPLY BASED ON LOCATION AVAILABILITY

From: Brian Sarmento <bsarmento@kimbrooil.com>

Sent: Monday, June 7, 2021 3:49 PM

To: Drew.Selsor <Drew.Selsor@kiewit.com>

Cc: Ann Parady <apardy@kimbrooil.com>; Ryan Satterfield <rsatterfield@kimbrooil.com>; Brian Sarmento <bsarmento@kimbrooil.com>

Subject: [EXTERNAL] RE: Franklin WRF - Request for Quote Enduralex EP 320

Drew,

I have that in totes and will have to repack it to get you pails. Probably take a couple of days. But pricing I can give to you at \$10.76 per gallon
Let me know if you have any questions and I can get on the re-pack as soon as you give approval for the order.

Thank you,

Brian Sarmento | Kimbro Oil Company | Ph: [615-320-7484](tel:615-320-7484) | Fax: [615-320-5916](tel:615-320-5916) | Cell: [615-484-1174](tel:615-484-1174) | bsarmento@kimbrooil.com

Ovivo USA, LLC

4246 Riverboat Rd., Suite 300
Salt Lake City, Utah
84123-2583
USA

Telephone: 801.931.3000
Facsimile: 801.931.3080
www.ovivowater.com

**CHANGE ORDER #001**

Project Name: Franklin WRF
Project Purchase Order No.: 103925-MC-011
Ovivo Proposal No.: 2-29-0285Ab Rev1
Ovivo Job No.: CSW0001319

Description of Change	Delivery (days)	Price
(3) Sets Fasteners (including shipping) CSW1319-1F51 CSW1319-01 1 set of Fasteners	4 days	\$1,202.00 \$400.67
TOTAL PER THIS CHANGE ORDER	4 days	\$400.67
ORIGINAL PROJECT DELIVERY DATE & PRICE		\$122,766.00
ADJUSTED PROJECT TOTAL		\$123,968.00

This Change Order is for goods and/or services not originally included in the referenced Ovivo Proposal. Ovivo USA, LLC is not bound to the changes herein until this Change Order is fully executed. Except as specifically set forth herein all original terms and conditions, and all prior amendments and change orders, between the parties remain in full force and effect.

Accepted & Agreed:

Ovivo USA, LLCBy: Lisa PowersPrint: Lisa PowersDate: April 1, 2021**Kiewit**

By: _____

Print: _____

Date: _____



**WAYNE J.
GRIFFIN ELECTRIC
INC.**

September 21, 2020

VIA EMAIL ONLY: Steven.Davis1@kiewit.com

Mr. Steven Davis, Project Manager
Kiewit
135 Claude Yates Drive
Franklin, TN 37064

RE: Job #6198 - Franklin WRF Mods and Exp, Franklin, TN
Proposal #42

Dear Mr. Davis:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

DESCRIPTION OF WORK:

This proposal is to re-term the wire on the BNR Motor. This pricing provides for new lugs to be added at the motor termination. Existing wire is to remain.

Material	\$	257.28
Labor		525.71
Overhead & Profit		117.45
Subtotal	\$	900.44
Bond		4.59
Total	\$	905.03

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us. The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

Corporate Headquarters:

116 Hopping Brook Road
Holliston, MA 01746
Phone: (508) 429-8830
Fax: (508) 429-7825

Regional Offices:

296 Cahaba Valley Parkway
Pelham, AL 35124
Phone: (205) 733-8848
Fax: (205) 733-8107

1950 Evergreen Boulevard
Suite 300
Duluth, GA 30096
Phone: (678) 417-9377
Fax: (678) 417-9373

2310 Presidential Drive
Suite 101
Durham, NC 27703
Phone: (919) 627-9724
Fax: (919) 627-9727

9801-C Southern Pine Boulevard
Charlotte, NC 28273
Phone: (704) 522-3851
Fax: (704) 522-3856

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (205) 733-8848 ext. 6175 or troberson@wjgei.com.

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Timothy R. Roberson
Project Manager

TRR/jav

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

cc: Corbin Coker, Engineer, Kiewit, Corbin.Coker@Kiewit.com
Calvin Mize, Regional Manager, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0042, CCA-018
Date: 9/20/2020
Project Name: Franklin WRF Mods and Exp
Project Number: 06198-00-18
Page Number: 1

Work Description

This proposal is to re-term the wire on the BNR Motor. This pricing provides for new lugs to be added at the motor termination. Existing wire is to remain.

Itemized Breakdown

Description	Qty	Net Price	UM	Materials (\$)	Labor	Total Hours
As Bulbs	0.00	0.0000	HRS	0.000	0.000	0.150
Cleanup	0.00	0.0000	HRS	0.000	0.000	0.150
Tools	0.00	0.0000	HRS	0.000	0.000	0.180
Field Safety/JHA	0.00	0.0000	HRS	0.000	0.000	0.150
Supervision	0.00	0.0000	HRS	0.000	0.000	0.310
Project Controls	0.00	0.0000	HRS	0.000	0.000	0.310
WIRE TERMINATION	3.00	0.0000	EA	0.000	0.550	1.650
#2 - 600 INSULATED MECHANICAL LUG	3.00	85.7600	EA	257.280	1.500	4.500
Totals				257.28		7.40
Tax				0.00		
Materials with				257.28		

Summary

Itemized Breakdown Total		257.28
Elect. Journeyman	(7.4000 hrs @ \$71.04 / hr)	525.70
		525.70
Overhead & Profit	(\$782.99 @ 15.00%)	117.45
		117.45
Bond	(\$900.44 @ 0.51%)	4.59
		4.59
		122.04
Total		\$905.03



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

October 12, 2021

To: Mr. Dan Harris
CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

CP-KIEWIT-00187.00

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: RFI-484 WAS Tank Suction and Discharge Restraints Cost Proposal

Dear Mr. Harris,

Attached you will find Kiewit's cost proposal for changes in RFI-484 in the amount of **Five Thousand Thirty-Nine Dollars (\$ 5,039.00)**

This cost proposal is for the removal of Smith Blair 913 flanged coupling adapters located at the suction and discharge piping of the WAS tank mixing pumps and replacing them with Romac RFCA restrained flanged coupling adapters as requested in CDM Smith's response to RFI 484.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager



RFI-484 WAS Tank Suction and Discharge Restraints

DESCRIPTION	QTY	UNIT	MH Per Unit	Total MH	DIRECT LABOR		MATERIAL		CONST. EQUIPMENT		SUBCONTRACT		OTHER		TOTAL AMOUNT
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
Costs															
Material															
Cost for 2 Ea. Romac RFCA	2.0	EA					1,650.00	3,300.00							3,300.00
Credits															
Material															
Credit for 2 Ea. Smith Blair 8'x3	-2.0	EA					547.13	(1,094.26)							(1,094.26)
Manhours for removing 2 Ea. Smith Blair 8'x3 and installing 2 Ea. Romac RFCA															
Foreman (Operator)	1.0	EA	8.00	8.00	\$ 72.38	\$ 79.04									79.04
Pipefitter	2.0	EA	8.00	16.00	\$ 69.32	\$ 1,109.12									1,109.12
Labor	1.0	EA	8.00	8.00	\$ 38.78	\$ 310.24									310.24
**Construction Equipment Ownership & Operating Costs are based on Blue Book FHWA Rates.															
OTHER															
STS - small tools, consumables, safety equip. (\$5 per Direct Manhour, plus 8.75% sales tax															
Formula = Total Direct Labor Manhour Subtotal * \$5.00 * 1.0975)		MHR		32.00											160.00
TAX: (9.75% of Material, Equipment, Other)															\$15.60
BOND (2% of total)															-
SUBTOTALS						\$ 1,998.40		\$ 2,205.74		\$ -		\$ -		\$ 160.00	\$ 4,373.74
MARKUP %						15.00%		15.00%		15.00%		15.00%		15.00%	\$54.62
SUBTOTALS WITH MARKUPS APPLIED															\$5,034.36
BOND															
TOTAL															\$5,034.00

PREPARED BY: Abdul Alabbashie

Emily.Bonner

From: Greg Thurman <GThurman@hayespipe.com>
Sent: Thursday, August 5, 2021 2:57 PM
To: Emily.Bonner
Cc: William Crabtree
Subject: [EXTERNAL] 10" AIS RFCA

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Emily.

Per our conversation, I can have these RFCAs expedited for you IF we can order them today. If they are not ordered today then we are looking at 10 weeks for an AIS RFCA.

Here is the quote....

2 – 10" ROMAC #RFCA-11.10 w/Epoxy Coating & 304SS Hardware-AIS @ \$1,650.00 each

** the price includes freight to Franklin, TN**

If we order them today then they can ship in 7-10 working days and you should allow at least a week for transit time. I would estimate we could deliver to you by 8/27.

I can't tell you for sure when I can get the AIS letter but guessing it will be prior to the couplings arriving and we may be able to get it in a couple of days.

Not to be a beat a dead horse but we have to order them today in order to make this happen.

Please let me know if you have any questions.

Thank you for the opportunity!

Greg Thurman
Hayes Pipe Supply, Inc.
Nashville, TN
Office: 615.255.4040
Mobile: 615.415.6017



DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # N674874
Invoice Date 3/08/21
Account # 206322
Sales Rep JARED JONES
Phone # 615-893-0900
Branch #248 Murfreesboro, TN
Total Amount Due \$21,177.49

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

WESTERN SUMMIT CONSTRUCTORS
4800 N POINT PKWY STE 100
ALPHARETTA GA 30022

Shipped To:
FRANKLIN WRF
US-431
ZACH WEST (615) 282-1117
FRANKLIN, TN

CUSTOMER JOB- FRANKLI FRANKLIN WRF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/29/21	3/03/21	103925	FRANKLIN WRF	FRANKLI		BEST WAY	N674874

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
/19216411704	10 FLGXPE DI PIPE 19'6" P401/T1 AIS - TAG MARK #5380	1	1		1651.28000	EA	.00
/20016411711	10 FLG TEE C110 P401/T1 USA AIS - TAG MARK #5390	1	1		1422.98000	EA	.00
/19216411712	8 FLGXFLG DI PIPE 2'7" P401/T1 AIS - TAG MARK #5400	2	2		402.32000	EA	.00
24T084F401	8 FLG 45 C110 P401 USA T1 PR AIS - TAG MARK #5410	4	4		493.78000	EA	.00
/19216411720	8 FLGXFLG DI PIPE 3'3-9/16" P401/T1 AIS - TAG MARK #5401	2	2		452.28000	EA	.00
/19216411721	8 FLGXFLG DI PIPE 8'9-3/16" P401/T1 AIS - TAG MARK #5402	2	2		746.22000	EA	.00
24T10R08F401	10X8 FLG RED C110 P401 USA T1 PR AIS - TAG MARK #5430	2	2		767.10000	EA	.00
/54016411729	10 SB 913 RES FLG ADAPER * *	2	2		547.13000	EA	1,094.26
/54016411730	4 SB 913 RES FLG ADAPTER * *	2	2		331.89000	EA	663.78
/21016411731	10X1/8 FLG ACC W/FF RR GSKT CS AIS DOMESTIC	14	14		103.68000	EA	.00
/21016411732	10X1/8 FLG ACC W/FF RR GSKT 316SS AIS DOMESTIC	11	11		385.44000	EA	.00
/21016411733	8X1/8 FLG ACC W/FF RR GSKT 316SS AIS DOMESTIC	12	12		224.97000	EA	.00

Request for Information

Project Name: Franklin WRF Modifications & Expansion Project		
Owner's Project No.: 2017-0264		CDM Smith Project No.: 14915-96594-WRF
Contractor: Kiewit Infrastructure South Co.		RFI No.: 484
		Date: 07/15/2021
Subject: WAS Tank Suction and Discharge Restraints		
Spec Section: 15067	Drawing: M-50 & M-51	Detail:

QUESTION:

Due to the location of the flanged coupling adapters attached to the suction and discharge piping of the WAS Tank, the restraint plate assemblies can't be connected flange to flange. We are looking to attach two restraint plates at the flanged connection points and anchor the tie rods into the WAS Tank wall with a 3" embed depth. The tie rods will be 5/8" 316 Stainless Steel All Thread. Please confirm approval of this anchoring method.

If the above question concerns an interpretation of the Contract Documents, the Contractor's interpretation is:

Please Respond by This Date:

Submitted by Contractor: Jared Carr	Date: 07/15/2021
Received by (CDM Smith):	Date:

RESPONSE:

In lieu of restraining the existing flanged coupling adaptors (FCAs) with tie rods anchored into the tank wall as proposed, please instead replace the FCAs with restrained flanged coupling adaptors (RFCAs). Refer to the attached product page from Romac which shows an example of the style of RFCA that may be used at this location. The RFCAs shall replace the currently installed 10" FCAs (QTY. 2) on the combined pump suction and discharge pipes at the tank wall. The bolt/nut material for the new RFCAs shall match the bolt/nut material for the existing FCAs and the adjacent pump flanges. Please submit an RFCA with materials that are resistant to the pumped fluid for review.

By: Kaitlin Allen	Date: 7/29/2021
--------------------------	------------------------

Distribution: Contractor, Owner, File, Field, RFI Notebook

RFCA

(RESTRAINED FLANGED COUPLING ADAPTER)



MATERIAL SPECIFICATIONS

FLANGE BODY: Ductile (nodular) iron, meeting or exceeding ASTM A 536, Grade 65-45-12. Flange meets the dimensional requirements of ANSI Class 125 and 150 bolt circles.

GASKETS: Compounded for water and sewer service in accordance with ASTM D 2000 (Flange gasket is o-ring style, NBR standard). Other compounds available for petroleum, chemical, or high temperature service.

GLAND: Romac RomaGrip™. See page 8-6.

RESTRAINING BOLTS: 7/8 - 9 roll thread, Ductile (nodular) iron, meeting or exceeding ASTM A 536.

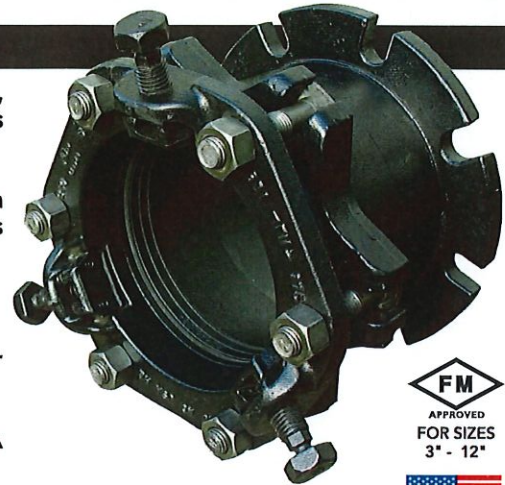
RESTRAINING LUGS: Ductile (nodular) iron, meeting or exceeding ASTM A 536. Heat treated using a proprietary process.

LUG LOCATORS: Polyurethane, a thermal plastic.

GLAND BOLTS AND NUTS: High strength low alloy steel T-head bolt. National coarse rolled thread and heavy hex nut. Steel meets AWWA C111 composition specifications. Stainless steel bolts and nuts available on request, this option will be provided as all thread rod and two nuts.

COATINGS: Shop coat applied to cast parts for corrosion protection in transit. Fusion bonded epoxy and Romabond Polyester available on request.

USE: Ductile Iron Pipe 3" - 24", cast iron pipe 3" - 24" (same OD's as ductile iron) and IPS size steel pipe 3" - 12" a minimum thickness per ASTM A53 std. weight class pipe.



NSF61 certified upon request.

**MEETS
AWWA C219**

NOM. PIPE SIZE	GASKET RANGE	LENGTH	GLAND BOLTS QTY: SIZE	CATALOG NUMBER	LIST PRICE				WEIGHT (lbs.)
					SHOPCOAT w/STD. B&N	SHOPCOAT w/304 SS B&N	FUSION EPOXY w/STD. B&N	FUSION EPOXY w/304 SS B&N	
3"	3.50-3.96	8.00"	4: 5/8" x 3"	RFCA - 3.96	\$175.63	\$190.25	\$199.36	\$213.97	21
4"	4.50-4.80	9.00"	4: 3/4" x 3 1/2"	RFCA - 4.80	221.36	252.88	251.01	282.54	29
6"	6.63-6.90	9.25"	6: 3/4" x 3 1/2"	RFCA - 6.90	282.38	329.66	322.53	369.81	40
8"	8.63-9.05	9.25"	6: 3/4" x 3 1/2"	RFCA - 9.05	381.08	428.36	429.65	476.94	53
10"	10.75-11.10	10.25"	8: 3/4" x 3 1/2"	RFCA - 11.10	702.71	765.77	808.65	871.71	83
12"	12.75-13.20	10.25"	8: 3/4" x 3 1/2"	RFCA - 13.20	763.30	826.34	893.38	956.42	110
14"	15.30	11.70"	10: 3/4" x 4 1/2"	RFCA - 15.30	1,065.97	1,143.95	1,232.30	1,310.28	170
16"	17.40	11.70"	12: 3/4" x 4 1/2"	RFCA - 17.40	1,480.31	1,573.27	1,702.85	1,795.80	200
18"	19.50	11.80"	12: 3/4" x 4 1/2"	RFCA - 19.50	1,626.05	1,719.00	1,866.95	1,959.90	217
20"	21.60	11.80"	14: 3/4" x 4 1/2"	RFCA - 21.60	1,836.84	1,946.42	2,140.82	2,250.40	256
24"	25.80	12.00"	16: 3/4" x 5"	RFCA - 25.80	2,228.30	2,366.23	2,572.44	2,710.37	305



Some initial axial movement may occur in lug style restraints as the lugs seat. Movement is directly related to the size of the piping system and the system pressure. In general terms movement of approximately 0.25" can be expected in restraints under 16". For larger sizes, movement of approximately 0.4" may be seen. If this is critical to your application please contact Romac Engineering for additional information.

TO ORDER: Specify catalog number.

EXAMPLE: For a 12" RFCA Order: **RFCA - 13.20**

NOTE: 3" - 12" special Romac gasket works on both steel and D.I. ODs.



Not for use on PVC, HDPE pipe or plain-end mechanical joint fittings.
For applications on PVC pipe, see page 4-7.



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

November 30, 2021

To: Mr. Dan Harris
CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

LET-KIEWIT-00144.00

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: NNC No. 13 Response - Cementitious Grout for Pump/Equipment Bases and Extended Warranty

Dear Mr. Harris,

Kiewit, CDM Smith, and the City of Franklin have been in recent discussions regarding the cementitious grout utilized for the bases of various pumps/equipment and which have been previously communicated in Notice of Non-Compliance No. 13.

Kiewit has offered a credit to the City of Franklin in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00) for leaving the cementitious grout as is for the pumps/equipment noted in Table 1 "Leave-as-is" and removal of the cementitious grout and replacement with epoxy grout for the pumps/equipment noted in Table 1 "Replace with epoxy grout" under the "Proposed Solution" column heading.

A 5-year extended warranty is also being offered for the pumps/equipment that are being left in place and the warranty document is attached.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

Cc: File
Michelle Hatcher



Extended Warranty for Pumps/Equipment (Cementitious Grout)

Project Title: Franklin WRF Modifications & Expansion Project

Owner: City of Franklin Water Management Department

COF Contract No.: 2017-0264

Specification Section No.: 11211, 11301, 11315, and 11318

This warranty applies to the pumps/equipment listed below in which SikaGrout-212 cementitious grout was installed for the pump/equipment bases.

Equipment Name	Tag	Location
Digester Recirculation Pump No. 1	P-6100-1	Digester Building Pump Gallery
Digester Recirculation Pump No. 2	P-6100-2	Digester Building Pump Gallery
Digester Withdrawal Pump No. 1	P-6230-1	Digester Building Pump Gallery
Digester Withdrawal Pump No. 2	P-6230-2	Digester Building Pump Gallery
Pre-Dewatering Centrifuge Feed Pump No. 1	P-1015-1	SPB Lower Level
Pre-Dewatering Centrifuge Feed Pump No. 2	P-1015-2	SPB Lower Level
Pre-Dewatering Centrifuge Feed Pump No. 3	P-1015-3	SPB Lower Level
Plant Water Booster Pump No. 1	P-6505-1	SPB Lower Level
Plant Water Booster Pump No. 2	P-6505-2	SPB Lower Level
Post-Dewatering Screw Press Feed Pump No. 1	P-7005-1	SPB Lower Level
Post-Dewatering Screw Press Feed Pump No. 2	P-7005-2	SPB Lower Level
Biosolids Tank Mixing Pump No. 1	P-7000-1	Digested Biosolids Tank
Biosolids Tank Mixing Pump No. 2	P-7000-2	Digested Biosolids Tank

The undersigned guarantees that the SikaGrout-212 cementitious grout utilized for the bases of the pumps/equipment listed above is free from defects in materials and workmanship; and that the cementitious grout for the equipment bases will in actual operation satisfactorily perform the functions for which it has been installed.

Should grout failure (excessive cracking, delamination, or spalling) occur and be identified as part of the regularly performed equipment maintenance inspections, the undersigned, following field inspection, agrees to repair, replace the grout installed for the pump/equipment base within the period specified below.

In the event of pump/equipment failure which is directly attributed to a failure of the cementitious grout installed for the pump/equipment base, the undersigned, upon inspection, agrees to repair, replace, or otherwise make good, any defect in materials and/or workmanship in the pumps/equipment described above which may develop within a period of:

[] One year [X] Other period (specify) 5 Years.

Beginning on the Date of (check one and fill in blanks as needed):

[] Project Substantial Completion

[X] Partial Substantial Completion of (specify) the module to which the equipment is part of in specification section 01666.

[] _____ Building Substantial Completion

Page 2
Warranty for Pumps/Equipment (Cementitious Grout)
November 30, 2021

(Insert Date of Substantial Completion)

COMPANY: Kiewit Infrastructure South Co.
ADDRESS: 4800 North Point Parkway, Suite 100, Alpharetta, GA 30022
PHONE NO.: 678-794-2121

By:

(Typewritten Name)

Date:



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

November 5, 2021

Mr. Steve Davis
Kiewit Infrastructure South Co.
4405 International Blvd NW, Suite C-101
Norcross, GA 30093

Subject: Franklin WRF Expansion Project
Headworks Coatings Extended Costs

Dear Mr. Davis;

As stated in our July 30, 2021 letter, please see attached an accounting of additional engineering and inspection costs to the City of Franklin arising from the defective installation of coatings in the new headworks. These costs total \$103,435.87 as detailed on Attachments A and B and will be deducted in the next Change Order.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Harris'.

Daniel A. Harris, PMP, CCM, LEED GA
Senior Project Manager
CDM Smith

cc: Michelle Hatcher, City of Franklin
Brian Goodwin, City of Franklin
File 231666.05.02.10



ATTACHMENT A - CDM SMITH HEADWORKS COATINGS FAILURE DIRECT COSTS

TYPE	RESOURCE NAME	DATE	HOURS	COST	DESCRIPTION
Labor	Alford, Michael T	4/19/2021	1.00	\$ 210.00	Headworks Coating Issues
Labor	Buirge, Dennis E - 105597	4/19/2021	1	\$ 165.00	Headworks coating failure
Labor	Huguenard, Robert P	4/21/2021	1.00	\$ 210.00	Headworks coatings calls with Dan and City.
Labor	Alford, Michael T	5/14/2021	1.00	\$ 210.00	Headworks coating failure repair memo review
Labor	Alford, Michael T	5/17/2021	0.50	\$ 105.00	Headworks coating failure repair procedure conf call
Labor	Huguenard, Robert P	5/21/2021	3.50	\$ 735.00	Review of D-02659-003-A. Even though this is an A submittal, no submittal would have been necessary if not for the headworks coatings issues.
Labor	Alford, Michael T	5/28/2021	0.50	\$ 105.00	Headworks Coating Failure Repair Memo comment response review
Labor	Alford, Michael T	6/4/2021	0.50	\$ 105.00	Headworks coating failure repair memo review
Labor	Huguenard, Robert P	6/10/2021	1.00	\$ 210.00	Headworks coatings coordination call.
Labor	Alford, Michael T	8/17/2021	1.00	\$ 210.00	Headworks Coating Repair B Resubmittal Review
Labor	Alford, Michael T	9/14/2021	0.50	\$ 105.00	Headworks Coating Failure - Recoating Adhesion Test Revised Plan Review
Labor	Barnes, Henry Daniel II (Dan)	9/27/2021	7	\$ 1,155.00	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Fuel	Barnes, Henry Daniel II (Dan)	09/27/2021	NA	\$ 24.24	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Lodging	Barnes, Henry Daniel II (Dan)	09/27/2021	NA	\$ 125.00	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Lodging	Barnes, Henry Daniel II (Dan)	09/27/2021	NA	\$ 30.17	HW startup canceled by Kiewit because of delayed receipt of QC documentation

Lodging	Barnes, Henry Daniel II (Dan)	09/28/2021	NA	\$ 30.17	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Meals	Barnes, Henry Daniel II (Dan)	09/28/2021	NA	\$ 15.05	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Meals	Barnes, Henry Daniel II (Dan)	09/28/2021	NA	\$ 17.05	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Meals	Barnes, Henry Daniel II (Dan)	09/28/2021	NA	\$ 8.77	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Lodging	Barnes, Henry Daniel II (Dan)	09/28/2021	NA	\$ 125.00	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Lodging	Barnes, Henry Daniel II (Dan)	09/29/2021	NA	\$ 28.40	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Meals	Barnes, Henry Daniel II (Dan)	09/29/2021	NA	\$ 14.47	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Lodging	Barnes, Henry Daniel II (Dan)	09/29/2021	NA	\$ 125.00	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Fuel	Barnes, Henry Daniel II (Dan)	09/30/2021	NA	\$ 34.25	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Meals	Barnes, Henry Daniel II (Dan)	09/30/2021	NA	\$ 16.56	HW startup canceled by Kiewit because of delayed receipt of QC documentation
Fuel	Barnes, Henry Daniel II (Dan)	09/30/2021	NA	\$ 14.24	HW startup canceled by Kiewit because of delayed receipt of QC documentation

TOTALS

18.5 \$ 4,133.37

203 Third Ave South
Franklin, TN 3706

Invoice Attached

615.567.3306
www.ct-eng.net



C&T ENGINEERING

Date:10/20/2021

To:
CDM Smith
210 25th Avenue North Ste 1102
Nashville, TN 37203
C/O Mr. Dan Harris

From:
Tom Lamb
C&T Engineering and Inspection
1113 Murfreesboro Road Suite 106-102
Franklin, TN 37064

Mr. Dan Harris

HarrisDA@cdmsmith.com

Re: City of Franklin Contract No. 2018-0143 Franklin Wastewater Reclamation Facility (WRF)
Headworks Coating Repair
Invoice for Reinspection of Work Coatings Failure at Headworks

Enclosed is the invoice for professional services provided in connection with the epoxy coatings failure inside the new Headworks structure. This invoice includes time charged for discovery, submittal reviews, inspections, testing, verification and recommissioning of the Headworks.

It has been a pleasure serving you and the City of Franklin. We look forward to working with you again. If you have any questions regarding this invoice, please contact Tom Lamb at (615) 567-3306 or by email at Tom.Lamb@ct-eng.net

Sincerely,

Tom Lamb
C&T Engineering and Inspection, LLC
Vice-President

Enclosure:
Invoice Number: 1285

Project Number: 85736



1113 Murfreesboro Road 106-102
Franklin, TN 37064
Tel: 615-567-3306
carla.lamb@ct-eng.net
www.ct-eng.net/

CDM Smith
210 25th Avenue
North Ste 1102
Nashville, TN 37203

INVOICE

INVOICE DATE: 10/20/2021
INVOICE NO: 1285
BILLING THROUGH: 10/7/2021

Coatings Failure WRF Headworks Re-inspection Services

Managed By: Tom Lamb

PROFESSIONAL SERVICES

This invoice includes time charged for discovery, submittal reviews, inspections, testing, verification and recommissioning of the Headworks.

Tom Lamb Hours Worked: 180
Walter Swinford Hours Worked: 577
Brandon Garrett Hours Worked: 28
Total Hours Worked: 785

HOURS	RATE	AMOUNT
785	\$115.00	\$90,275.00
TOTAL SERVICES		\$90,275.00

SUBTOTAL \$90,275.00
AMOUNT DUE THIS INVOICE \$90,275.00

This invoice is due on 11/20/2021

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$90,275.00	\$0.00	--	--	--	--	--

TOTAL AMOUNT DUE INCLUDING THIS INVOICE \$90,275.00

\$90,275.00
+\$9,027.50 CDM Smith markup
\$99,302.50 Cost to City of Franklin

WALTER SWINFORD

DATE	TIME	DATE	TIME
4/13/2021	5	7/30/2021	10
4/14/2021	5	7/31/2021	8
4/15/2021	5	8/2/2021	10
4/16/2021	5	8/3/2021	10
4/19/2021	5	8/4/2021	10
4/20/2021	5	8/5/2021	10
4/21/2021	5	8/6/2021	8
4/22/2021	8	8/12/2021	10
4/23/2021	6	8/13/2021	10
4/26/2021	6	8/14/2021	8
4/27/2021	6	8/16/2021	10
4/28/2021	6	8/17/2021	10
4/29/2021	8	8/18/2021	10
5/21/2021	2	8/19/2021	10
6/4/2021	2	8/20/2021	10
7/2/2021	5	8/21/2021	2
7/6/2010	10	8/23/2021	10
7/7/2010	10	8/24/2021	5
7/8/2010	10	8/24/2021	10
7/9/2010	10	8/25/2021	9
7/10/2010	10	8/26/2021	10
7/12/2021	10	8/27/2021	10
7/13/2021	10	8/30/2021	10
7/14/2021	10	9/1/2021	10
7/15/2021	10	9/20/2021	9
7/16/2021	10	9/21/2021	10
7/19/2021	10	9/22/2021	10
7/21/2021	10	9/23/2021	10
7/22/2021	10	9/24/2021	10
7/23/2021	10	9/27/2021	9
7/24/2021	10	9/28/2021	9
7/26/2021	10	9/30/2021	8
7/27/2021	10	10/7/2021	8
7/28/2010	10		
7/29/2021	10		

TOTAL: 577

TOM LAMB

DATE	TIME
4/17/2021	6
4/21/2021	12
5/17/2021	2
5/21/2021	8
5/26/2021	4
6/4/2021	4
7/17/2021	8
7/20/2021	10
8/25/2021	8
8/26/2021	8
8/27/2021	8
8/28/2021	8
8/31/2021	9
9/2/2021	9
9/3/2021	8
9/6/2021	0
9/7/2021	8
9/8/2021	8
9/9/2021	8
9/10/2021	8
9/13/2021	6
9/14/2021	2
9/15/2021	2
9/16/2021	2
9/17/2021	8
9/25/2021	8
10/7/2021	8

TOTAL: 180

BRANDON GARRETT

DATE	TIME
9/13/2021	4
9/14/2021	8
9/15/2021	8
9/16/2021	8

TOTAL: 28



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

November 24, 2021

Mr. Steve Davis
Kiewit Infrastructure South Co.
4405 International Blvd NW, Suite C-101
Norcross, GA 30093

Subject: Franklin WRF Expansion Project
Allowance Items

Dear Mr. Davis;

This letter is to advise you that Allowance Items 3, 4 and 6 will be reconciled in forthcoming Change Order No. 9 as detailed below.

Item	Original Allowance	Inception to Date Cost	Remaining
3	\$50,000	\$48,129	\$1,871
4	\$20,000	\$7,268	\$12,732
6	\$20,000	\$0	\$20,000
		Net Credit	\$34,603

Please feel free to contact me with any questions.

Sincerely,

Daniel A. Harris, PMP, CCM, LEED GA
Senior Project Manager
CDM Smith



Allowance Items
November 24, 2021
Page 2

cc: Michelle Hatcher, City of Franklin
Brian Goodwin, City of Franklin
File 231666.05.02.10



File #: 21-02451

DATE: November 1, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0318, A Professional Service Agreement With Hethcoat And Davis For Forrest Crossing #1 And Riverview Pump Station Upgrades Project In The Not To Exceed Amount Of \$120,206.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Professional Services Agreement (PSA) with Hethcoat & Davis for the Forrest Crossing No. 1 and Riverview pump stations design.

BACKGROUND/STAFF COMMENTS:

The Forrest Crossing No. 1 pump station is located at the end of Bedford Common in one of the common open spaces of Forrest Crossing. This pump station is a dry pit submersible with two pumps below grade in a small diameter pre fabricated basin adjacent to a wetwell. There are many site constraints for this pump station that need to be addressed, including access to the pump dry pit, physical location at end of cul-de-sac, number of incoming sewer lines into the wet well and the slope and lake on the south side of the station.

The Riverview pump station is located between and behind 720 and 724 Riverview Drive on the Forrest Crossing Golf Course. This pump station is an underground steel "can" unit, which typically has an anticipated life expectancy of 15 - 20 years, with an adjacent wet well. This station has exceeded its life expectancy and will be upgraded to a submersible concrete station and wet well adjacent to the current pump station locations.

Both of these stations have been identified as unsafe to operations and pose a risk to the overall compliance of our system with respect to their age and condition. Because of this, WMD has solicited a proposal from Heathcoat & Davis to redesign both of these to the updated, submersible station design that is staff's preferred layout. The design of these stations may include additional property that is needed to maintain the stations while new construction is occurring. Those easements will be determined and negotiated at a later date.

FINANCIAL IMPACT:

The total design cost for these pump stations is \$120,206.00 and is below the budgeted amount for these designs and will be funded from the Collections Operating Fund (431-89320-52212).

RECOMMENDATION:

Staff recommends that Contract No. 2021-0318, PSA with Hethcoat & Davis for Forrest Crossing No. 1 and Riverview pump stations design be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0318**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **HETHCOAT & DAVIS** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

**FORREST CROSSING NO. 1 AND RIVERVIEW
PUMP STATION IMPROVEMENTS**

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed, based on the Fee Schedule as contained in Attachment A, in the Lump Sum Amount of **One Hundred Twenty Thousand Two Hundred Six and No/100 Dollars (\$120,206.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20____.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the consultant by the City.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of SerAECOMvices.
- 9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all

prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

HETHCOAT & DAVIS:

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:



November 29, 2021

Ms. Patricia McNeese, P.E.
Project Manager – Water Management Department
City of Franklin, TN
124 Lumber Drive
Franklin, TN 37064

**Re: Forrest Crossings Sewer Pump Station Upgrades
Forrest Crossing #1 SPS & Riverview SPS
Engineering Services Proposal – Revision 1
Franklin, TN**

Dear Patricia:

Thank you for the opportunity to provide this proposal for engineering services for the design of upgrades to the existing Forrest Crossings No. 1 SPS (FC#1) and the Riverview SPS (RV), both of which are located inside the Forest Crossings Development. The ratings of the existing SPS's based on City furnished O&M information indicate a capacity rating of approximately 350 GPM for FC#1 and 200 GPM for RV. No as-built plans have been furnished to us at this time.

Based on the information you provided and a brief site visit to each site, it appears that the scope of services required is as follows:

Design Phase Services

- Verify the layouts, dimensions, site availability (i.e., easement or City owned property), force main sizes, etc. in order to undertake the designs.
- Verify the hydraulic loading for each pumping station upgrade. This will be done using City water use records or City flow meter data, where available and GIS data for lot counts of the drainage basins for each station.
- If possible, and with City staff assistance, install an operable pressure gauge in each station to determine current total dynamic head for the pump station.
- Determine hydraulic conditions for each pump station and their accompanying existing force mains. This proposal assumes both existing force mains will remain in use. GIS data indicates the RV site utilizes an 8-inch force main. However, it was noted from the site visit that the force main is 6-inch as it exits the RV station. GIS data also indicates the FC#1 force main is 8-inch. This is in conflict with the plat which indicates different sizes. Entry into the FC#1 dry pit of the station was not attempted to confirm discharge piping. The City needs to undertake pot-holing at convenient locations to confirm existing pipe diameters. It is unknown as to whether or not the existing force mains suffer from either O&M or capacity issues.
- The assumed new flow capacities for the two stations would be 200 GPM + 10% for Riverview and 350 GPM for Forest Crossings #1 + 10%, unless otherwise directed. The

- existing force mains should be adequate for these proposed flows assuming they are 8-inch as shown on GIS data.
- Prepare hydraulic calculations for submittal package to City and the State of Tennessee, Water Resources Division. No separate Preliminary Engineering Report is proposed to be developed for pre-submittal to TDEC. Rather, the final design package with the accompanying hydraulics are intended to serve as the design basis.
 - Consult with City Water Management staff as needed to determine the requirements for each pumping station.
 - We assume the style of station for the RV site replacement will be a submersible style station utilizing two (2) pumps utilizing chopper pumps. The RV station includes an underground steel can unit that will need to be abandoned. It is assumed the current wet well will be converted into a junction manhole. An entirely new submersible station and wet well would be constructed adjacent to the current location. This approach will require the City to obtain additional site space to accomplish this layout.
 - The FC#1 site consists of a wet well and an accompanying dry pit well with the 2 pumps located at the floor of the dry pit. Access to the pump dry pit is by ladder and O&M is difficult in this arrangement. Additionally, the station site is compounded by the access at the end of the cul-de-sac; three (3) incoming lines into the wet well; and a significant downhill gradient and lake on the south side of the station. All of these factors limit the ability to construct a new submersible station as mentioned above for the RV site. One possible approach would be to convert the existing wet well to the location of new submersible pumps with accompanying rails and piping. But, in doing so, this approach will require bypass pumping during the changeover. More discussion will be required on this station conversion.
 - Contact the local power company to determine electrical capability based on the proposed upgrade resulting from changes to electrical systems.
 - Provide topographical surveying of each existing SPS site and immediate surrounding area. (topographic limits assumed to be approximately 0.25 acres for each site).
 - Develop plans and technical specifications to include:
 1. Pumps and control panels for each station.
 2. Civil site, demolition, erosion control and grading plans for each station.
 3. Valves and appurtenances layouts for each station.
 4. Electrical upgrades including design of a manual transfer switch with generator receptacle or reuse of existing transfer switch and receptacle for each station.
 5. Coordination with Revere Systems (telemetry provider for City) for integration of each new station. This will include controls interface of signals for re-connection to City telemetry by its telemetry vendor.
 6. Development of a bypass pumping concept plan and requirements to accommodate the upgrade of each pump station.
 7. Prepare a Final Opinion of Cost for the pump station upgrades replacements.
 8. Attendance of three (3) meetings with City. (assumes one kick-off and two design review meetings).

9. This proposal assumes that the two (2) SPS are included in one set of plans and bid documents and not segregated into separate bid packages.
- Assist in development of contract bid form in conjunction with City staff for purposes of bidding this project. This shall include an Excel spreadsheet for the project bid items. Other contractual front-end documents to be furnished by the City Purchasing Department.
 - Submit plans and technical specifications to City in electronic format for review followed by submittal to TDEC, Division of Water Resources.
 - Submit to the City through its IDT portal for City departmental review as required.
 - Prepare up to two (2) permanent or temporary easements as needed for construction or permanent area for the replacement SPS's. This assumes one easement for each SPS site.
 - Prepare other appropriate TDEC permits.
 - Preparation of appropriate erosion control plans.
 - Provide a bid allowance for each pump station as determined by the City's SCADA provider.

The following items are excluded from this design portion of this proposal:

- No pump station buildings are included. It is assumed each site will remain as currently configured as a small, submersible pumping station with external mounted control panel and telemetry equipment.
- Route survey, layout design and easement preparation for new replacement force mains.
- Addition of odor control equipment.
- Design of specialized landscape screening.
- Design of specialized ornamental screening fencing.
- Telemetry package replacement. Assumes the City vendor will relocate and/or replace the current telemetry equipment.
- No separate sewer grinding/comminution equipment other than the use of grinder/chopper style submersible pumps.
- No backup power generators. Stations will continue to feature receptacles and manual transfer switches for portable generators.
- In addition, the City has indicated that services by H&D during the bid and construction phases of the project are not included in the work scope at this time.
- Review and permit fees.
- Geotechnical borings.

Hethcoat & Davis, Inc. proposes to provide the scope of services identified and will make every effort to devote the manpower and resources necessary to insure timely completion of the design within three (3) months after delivery of the respective topographic site surveys. Based on the anticipated scope of services, the not-to-exceed design fees are reflected as follows:

• Pump Station Designs -	\$ 96,010
• Pump Station Site Surveys -	\$ 8,856
• Pump Station Easements -	\$ 5,058
• Project Management -	\$ 8,916
• Project Reimbursables -	<u>\$ 1366*</u>
Total Design Cost	\$ 120,206

*Includes State Review fees

If this proposal is acceptable, please prepare a standard City agreement for our signature and approval. We will provide Certificates of Insurance with our signing of the agreement. As requested, an hourly rate schedule is attached.

We sincerely appreciate the opportunity to work with the City of Franklin and to present this proposal for providing professional services. If you should have any questions or require additional information, please call.

Sincerely,



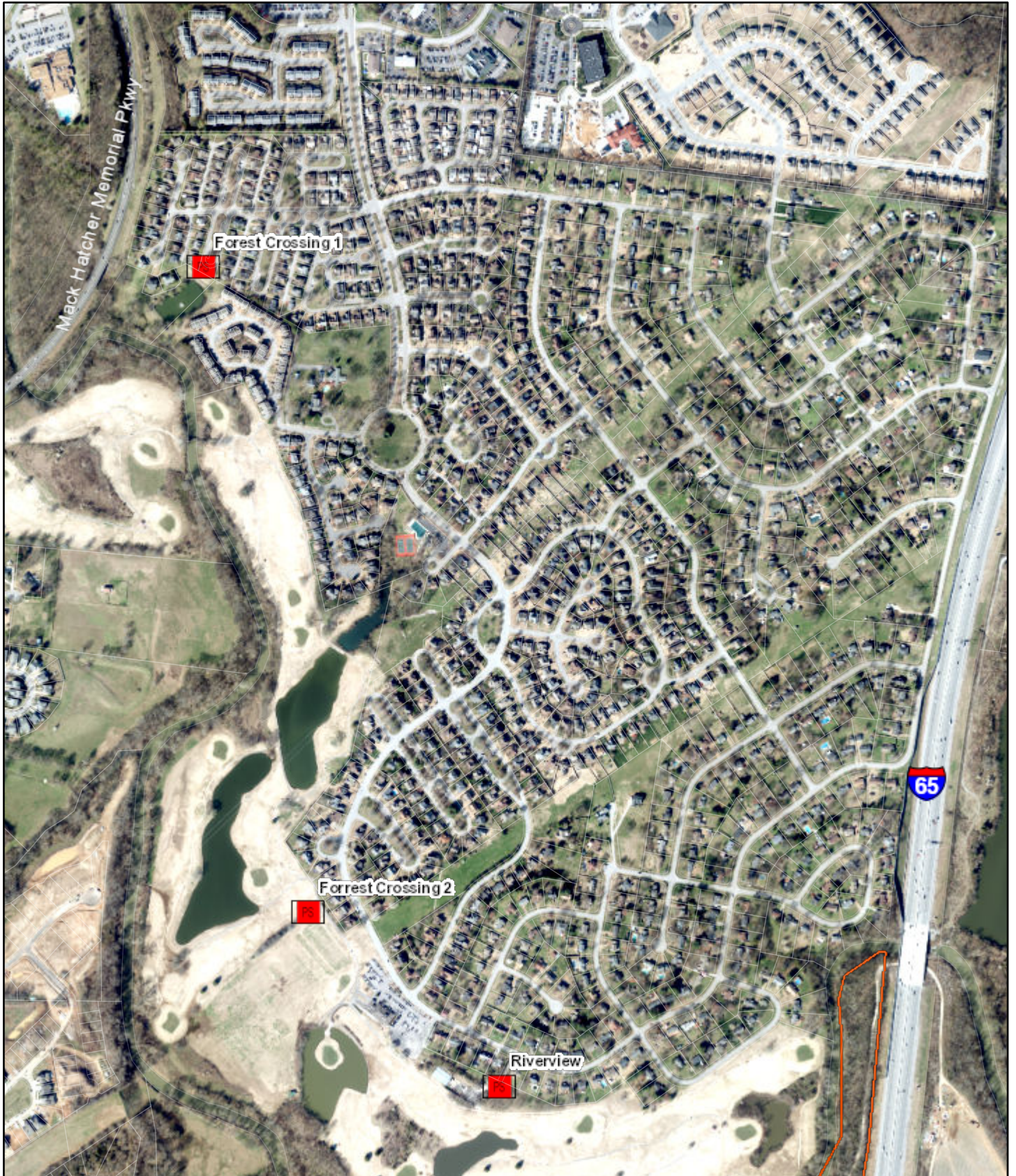
Keith Davis, PE
Secretary



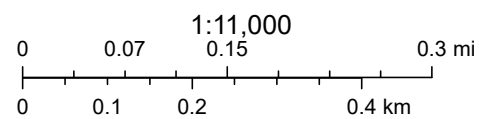
HOURLY RATE SCHEDULE

<u>Billing Category</u>	<u>Hourly Billing Rate</u>
Principal Civil Engineer	\$183.00
Project Manager/Sr. Engineer	\$160.00
Project Engineer	\$108.00
CAD Designer	\$115.00
Electrical Engineer	\$228.00
Electrical CAD Designer	\$144.00
Principal Structural Engineer	\$270.00
Sr. Structural Engineer	\$240.00
Registered Land Surveyor	\$162.00
Survey Manager	\$156.00
2-Man Survey Crew	\$180.00
Survey Technician	\$150.00
Administrative	\$72.00

Forrest Crossing No1 & Riverview Pump Stations Location



12/2/2021, 6:18:52 PM



City of Franklin TN, GIS Dept., City of Franklin TN GIS Dept.



File #: 21-02604

DATE: November 8, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0321, A Professional Services Agreement With CT Consultants, Inc. For The Design/Right-Of-Way Plans For The Church Street Improvements Project, From Columbia Avenue To 1st Avenue S./Harpeth River, At A Lump Sum Cost Of \$598,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0321, a Professional Services Agreement (PSA) with CT Consultants, Inc. (CTC) for the Design/Right-Of-Way Plans for the Church Street Improvements Project, from Columbia Avenue to 1st Avenue S./Harpeth River, at a cost of \$598,000.00.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, was included on that adopted project list at an estimated cost of \$11,231,644. On November 12, 2019, the BOMA approved a PSA (COF Contract No. 2019-0280) with CTC for the Preliminary/Functional Design of the Church Street Improvements Project. CT Consultants prepared "high-level" functional roadway and utility plans for the project area. The anticipated improvements include: new water and sanitary sewer upgrades, a new 60-inch storm sewer trunk line (proposed to help with the Parkview area drainage concerns), the potential relocation of aerial utilities to underground duct banks, new storm sewer infrastructure, new sidewalks, and upgraded street lighting. The functional design was also coordinated with the City Hall Facility Project.

The preliminary/functional design studies the option of relocating the overhead electrical and communication utilities to underground duct banks and installing uniform decorative street lighting. At the BOMA Work Session on September 28, 2021, staff presented the options of either keeping the existing overhead utilities aerial or moving forward with the underground relocation of the overhead utilities (and thereby allowing the installation of decorative street lights). Based on feedback at that meeting, the scope of services with this PSA (COF Contract No. 2021-0321) has been developed to produce a design that undergrounds all of the overhead utilities and includes decorative street

lighting.

This PSA (COF Contract No. 2021-0321) will authorize CTC to prepare the design through full right-of-way plans, which are necessary to allow for the acquisition of all necessary project easements and/or right-of-way. The completed preliminary/functional plans and artist renderings are included for review.

FINANCIAL IMPACT:

This PSA (COF Contract No. 2021-0321) shall be paid on a lump sum basis at a total cost of \$598,000.00. The Church St. Improvements Project is included in the approved Capital Investment Plan. Expenses will be charged to General Ledger (GL) Code 310-89420-43100.

RECOMMENDATION:

Staff recommends that COF Contract No. 2021-0321 with CT Consultants, Inc. be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0321**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CT CONSULTANTS, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide engineering, related technical, and other design services in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

Design/Right-Of-Way Plans for the Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River

1. SCOPE OF SERVICES. The Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. The Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not to Exceed Amount of **Five Hundred Ninety-Eight Thousand and No/100 Dollars (\$598,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by the City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by the City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. The City, or its authorized representative, will:

- 2.1 Provide the Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for the Consultant's necessary field studies and surveys. The Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 The Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither the City nor the Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 TERMINATION FOR CONVENIENCE. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

- (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (4) The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 TERMINATION FOR CAUSE. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 TERMINATION FOR NON-APPROPRIATION. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY. Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS. The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, the Consultant agrees to indemnify, defend, and hold harmless the City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest the Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by the Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the Consultant makes no representations as to long term compatibility, usability, or readability, of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, the Consultant at the beginning of this Project.

- 7.6 The City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. The City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as the City deems adequate to indemnify the City, the Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between the City and the Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by the City and the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

THE CITY OF FRANKLIN, TENNESSEE:

CT CONSULTANTS, INC.:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



November 5, 2021

Mr. William Banks
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064

Re: Right of Way Plans
Church Street Improvements Project
Franklin, Tennessee
CT Engineering Proposal

Dear William:

CT Consultants (CT) appreciates the opportunity to submit the following proposal for professional engineering services to prepare Right of Way Plans for the Church Street Improvements Project located in Franklin, TN. We understand that the City Board of Mayor and Alderman (BOMA) recently discussed the status update on the Church Street Improvement Project at the September 28, 2021 BOMA Work session. As discussed at the BOMA meeting, this is a comprehensive roadway project included in the City's approved Capital Investment Program. The project will involve the replacement of existing City utilities (i.e. water, sanitary sewer and storm sewer), relocation of overhead utilities, replacement of public utilities (i.e. gas, etc.), reconstruction of the Church Street roadway, curbs and sidewalks and the implementation of streetscape elements (i.e. light poles, decorative sidewalks/crosswalks, amenities, etc.) between Columbia Avenue and 1st Avenue South for approximately 2,200 linear feet, including storm sewer improvements extending to the Harpeth River. During the BOMA meeting, it was agreed that the project should include the underground relocation of overhead utilities option at an estimated project cost of \$10,800,000.

CT previously prepared "high-level" functional roadway and utility plans for the project area (dated March 3, 2021) for the above referenced study area that included an analysis to keep the existing overhead utilities overhead and to relocate the existing overhead utilities underground along with high-level Preliminary Opinions of Probable Construction Costs. Acknowledging the City's decision to move forward with the option that includes the underground relocation of overhead utilities and in response to your request for proposal, we propose the following scope of services.

Storm Sewer Study

CT will review the Parkview Drainage Improvements Study as prepared by Smith Seckman Reid, Inc. (dated May 2, 1995) and the Parkview Drainage Study as prepared by Barge Waggoner Sumner & Cannon, Inc. (dated October 2015). Upon review, CT will prepare a current "high-level" stormwater study in order to size a new storm sewer system along Church Street between Evans Street and the Harpeth River. The study will include drainage areas maps and associated preliminary storm sewer hydraulic calculations.

Right-of-Way Plans

CT will prepare Right-of-Way Plans to include full utility design in order to identify right-of-way and/or easement impacts. As part of the plan preparation, CT will utilize 3D profile design for all utilities in order to reduce future conflicts. Although construction plans, details and specifications will not be included as part of the Right-of-Way Plan, a budgetary fee has been identified below to assist the City with the overall



November 5, 2021

Mr. William Banks

Page | 2

project budget review. We estimate the Right-of-Way Plans to be approximately 70% of complete Construction Plans.

Existing Conditions

An existing survey has been prepared by the City's on-call surveyor, Civil Infrastructure Associates (CIA), for the project area, which was previously used for the functional roadway and utility plans. We understand that additional services are required to verify the existing survey data, mainly for the Franklin Water Management water and sanitary sewer locations, which will include in depth coordination with that department. We understand that the City will be engaging directly with another consultant to perform "pot-holing" and/or hydro excavation in order to determine the exact location of the underground utilities. We further understand that these services may also include ground penetrating radar (GPR) for in-depth subsurface utility engineering (SUE) and utility verification. Upon receipt of this additional information, CT will update the previously prepared survey base drawing for the design. Additionally, if a Geotechnical Study is required to determine existing pavement thickness, location of underground rock, pavement design, etc., CT understands the City will also engage directly with a geotechnical consultant for this work.

Right-of-Way Drawing Sheets

Upon receipt of the updated existing conditions survey referenced above, CT will prepare right-of-way drawings. At this time, 100 sheets are anticipated to be included with this drawing set. The following is a list of the anticipated sheets to be included in the set:

- Title Sheet (1 sheet)
- Typical Sections (2 sheets)
- Property Maps and Right-of-Way Acquisition Tables (2 sheets)
- Present Layouts (5 sheets)
- Demolition Plans (5 sheets)
- Proposed Layouts (5 sheets)
- Storm Sewer Plan and Profiles (5 sheets) – *Sizing to be determined by CT as part of the Storm Sewer Study*
- Water Main Plan and Profiles (5 sheets) – *City to provide size of desired water mains*
- Sanitary Sewer Plan and Profiles (5 sheets) – *City to provide size of desired sanitary sewers*
- Gas Main Plan (5 sheets) – *Layout to be in accordance with design provided by Atmos Energy*
- Overhead Utility Relocation Plans (10 sheets) – *MTE, AT&T and Comcast facilities are anticipated and included. Additional utility company facilities will be included at an additional cost.*
- Erosion Prevention and Sediment Control Plans (10 sheets)
- Proposed Grading Plans (5 sheets)
- Signing and Pavement Marking Plans (5 sheets)
- Roadway Cross Sections (8 sheets)
- Traffic Control Plans (10 sheets)
- Lighting Plans (10 sheets)
- Traffic Signal Plans (2 sheets) – *City to provide phasing, timing and fiber optic design/equipment requirements. No traffic counts and/or studies are anticipated or included.*



November 5, 2021

Mr. William Banks

Page | 3

Public Meetings

It is anticipated that throughout the duration of the project, CT will attend one (1) public input meeting and up to three (3) BOMA meetings to review the design and plan drawings. Any additional meetings above this amount will be considered as additional work and will be billed on a time and expense basis.

Right-of-Way/Easement Documents

As indicated on the functional roadway and utility plans previously prepared by CT, multiple right-of-way and easements areas are anticipated. Understanding the exact number and size of areas will be identified as part of the right-of-way plan preparation, CT suggests including a budget for thirty (30) legal descriptions and exhibits along with some time for revisions. It is our understanding that CIA and/or the City will provide CT with the vesting deeds and plats utilized for the preparation of the survey drawing. If additional easements, exhibits, revisions and/or research are required, these services would be considered additional work and would be billed at the established rate for each.

Construction Plans

Once all required right-of-way and easements are secured by the City, CT can begin the preparation of Construction Plans. We anticipate incorporating feedback received by the property owners and utility companies, as part of the easement negotiations, into the Right-of-Way Plans. Additionally, the plans would be finalized for construction including details, notes, etc. CT would also provide any needed technical specifications and provide an updated opinion of probable construction cost. Until feedback is received from the property owners and utility companies, it is difficult to determine the extent of plan revisions that would be needed to complete final construction plans. However, for budgetary purposes, we have suggested a fee amount that would be revisited prior to beginning Construction Plans.

CT will provide the above described scope of services as follows:

Storm Sewer Study		\$ 7,500.00 Lump Sum
Right-of-Way Plans		\$559,000.00 Lump Sum
Right-of-Way/Easement Documents		\$ 31,500.00 Budget
(30) Legal Descriptions & Exhibits	\$775.00 Each	
(30) Revisions	\$275.00 Each	
Right-of-Way Design Total		\$598,000.00

Notes:

Any additional meetings beyond the one (1) public input meeting and three (3) BOMA meetings included above will be considered as additional work and will be billed at \$750/BOMA Meeting and \$1,750/Public Input Meeting.

Schedule

CT will work with the City to develop a schedule that will meet the City's needs. However, upon receiving the Notice to Proceed and additional existing conditions studies (i.e. updated survey including GPR and SUE investigations) we anticipate completing the Right-of-Way Plans within twelve (12) to eighteen (18) months.



November 5, 2021

Mr. William Banks

Page | 4

During that period, we will be simultaneously preparing the Storm Sewer Study, updating City staff on progress, attending both in-person and virtual meetings and providing continuous updates on the status of the project.

Again, CT is very pleased about the possibility working with the City of Franklin on the Church Street Improvements Project. Please review the proposal and call me at 615-349-4025 or by email at jgolias@ctconsultants.com to discuss any questions you may have. Thank you for considering CT Consultants as your design consultant and we look forward to the opportunity of working with the City of Franklin on the continuation of the revitalization of the corridors within the historic downtown district.

Respectfully,

CT Consultants, Inc.

James G. Golias II, P.E.

Regional Manager

Attachments: Preliminary Layout and Functional Utility Plans
Functional Design Preliminary Opinion of Probable Construction Costs



2022 HOURLY FEE SCHEDULE

Principal	\$ 226.50
Senior Project Engineer/Architect	\$ 174.00
Project Engineer/Architect	\$ 151.50
Engineer 2/Architect 2	\$ 127.25
Engineer 1/Architect 1	\$ 114.00
Designer 3	\$ 111.00
Designer 2	\$ 93.50
Engineer Intern	\$ 58.25
Survey Crew	\$ 159.00
Construction Rep 3	\$ 96.00
Technical Support	\$ 59.50

Expenses at Cost plus 10%

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	1UG

MARCH 3, 2021



LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
- MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.
- PROP. BRICK SIDEWALK
- PROP. CONCRETE SIDEWALK

NOTES

- THESE PLANS ARE PRELIMINARY AND ARE FOR REVIEW OF THE PROPOSED LAYOUT OF THE ROADWAY, SIDEWALKS, LIGHT POLES, UTILITIES AND MISC. RELATED IMPROVEMENTS. THE PLANS WILL BE FURTHER DEVELOPED IN THE FINAL ENGINEERING PHASE.
- ROADWAY AND SIDEWALK IMPROVEMENTS ARE DESIGNED TO BE WITHIN THE EXISTING R/W AS MUCH AS POSSIBLE, WITH THE EXCEPTION OF:
 - LIGHT AND/OR UTILITY POLES ARE PROPOSED TO BE LOCATED AT THE BACK OF SIDEWALK. IN THESE AREAS, THE SIDEWALK WIDTH WAS EXTENDED TO ENCOMPASS THE POLES, AND EASEMENTS/ACQUISITIONS MAY BE REQUIRED.
 - SOME PORTIONS OF THE SIDEWALK AT INTERSECTIONS/CORNERS ENCR OACH OUTSIDE OF THE R/W TO ACCOMMODATE ACCESSIBLE CURB RAMPS AND WILL REQUIRE EASEMENTS/ACQUISITIONS.
 - SOME PARKING LOT BUFFERS AT THE BACK OF SIDEWALK ENCR OACH OUTSIDE OF THE R/W AND WILL REQUIRE EASEMENTS/ACQUISITIONS; LIGHT POLES ALSO WILL NEED TO BE LOCATED IN SOME OF THESE BUFFERS.
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PREPARED BY

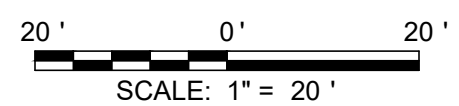
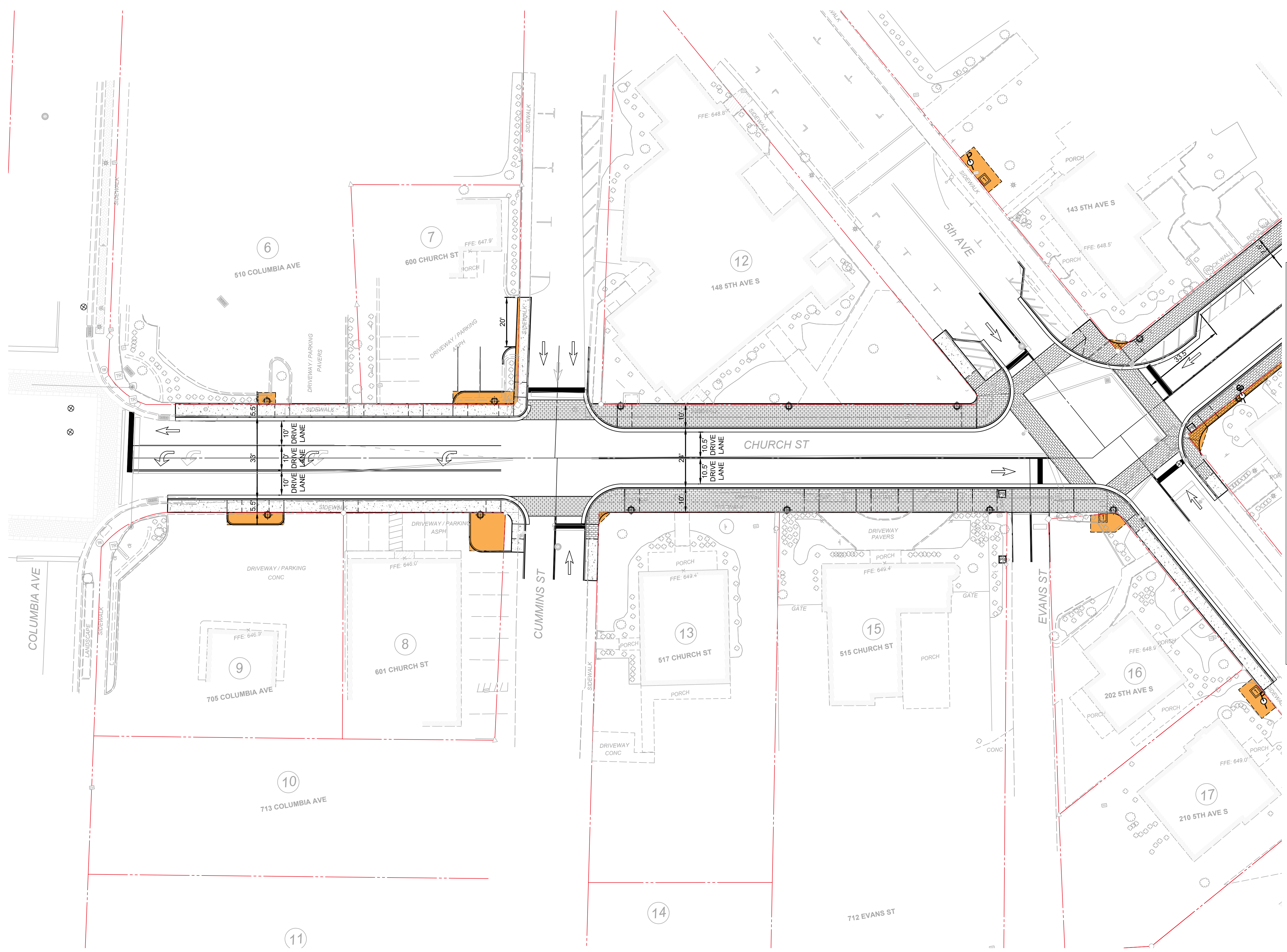


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPE TH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

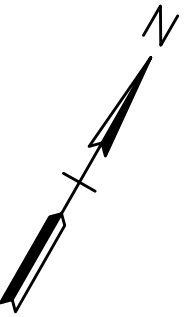
COLUMBIA AVE. TO
TO 5TH AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	2UG

MARCH 3, 2021



LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
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PREPARED BY



CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

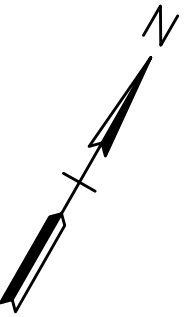
5TH AVE.
TO 4TH AVE.
SCALE: 1"=20'

TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

20' 0' 20'
SCALE: 1" = 20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	3UG

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

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PREPARED BY



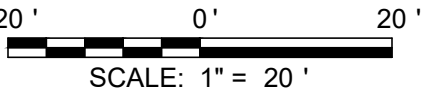
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
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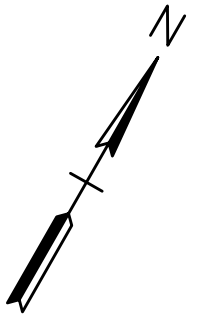
4TH AVE.
TO 3RD AVE.
SCALE: 1"=20'

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INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.



TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	4UG

MARCH 3, 2021



LEGEND	
	EX. RIGHT-OF-WAY / PROPERTY LINE
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PREPARED BY



engineers
architects
planners

CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

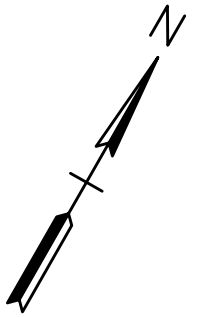
3RD AVE.
TO 2ND AVE.
SCALE: 1"=20'

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INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

20' 0' 20'
SCALE: 1" = 20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	5UG

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

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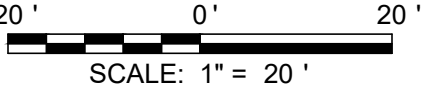


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH STREET IMPROVEMENT PROJECT, FROM COLUMBIA AVENUE TO 1ST AVENUE SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT (UNDERGROUND)

2ND AVE.
TO 1ST AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	1UG-A

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED ELECTRIC:

LIGHT-UG LIGHT-UG LIGHT-UG ELEC LIGHTING - UG
ELEC-UG ELEC MTEM - UG
ELEC-UG ELEC MTEM - OH
POLE - LIGHT POLE - ELECTRIC
TRANSFORMER
PULLBOX
METER PEDESTAL
MANHOLE

PROPOSED TELECOMMUNICATIONS:

COMM-UG COMM-UG COMCAST - UG

PROPOSED GAS:

GAS GAS LINE

PROPOSED SANITARY:

SAN SANITARY LINE
SANITARY MANHOLE

PROPOSED STORM:

X STM STORM LINE
STM STORM LINE
STM STORM MANHOLE
CURB INLET

PROPOSED WATER:

WAT WATER LINE



PREPARED BY

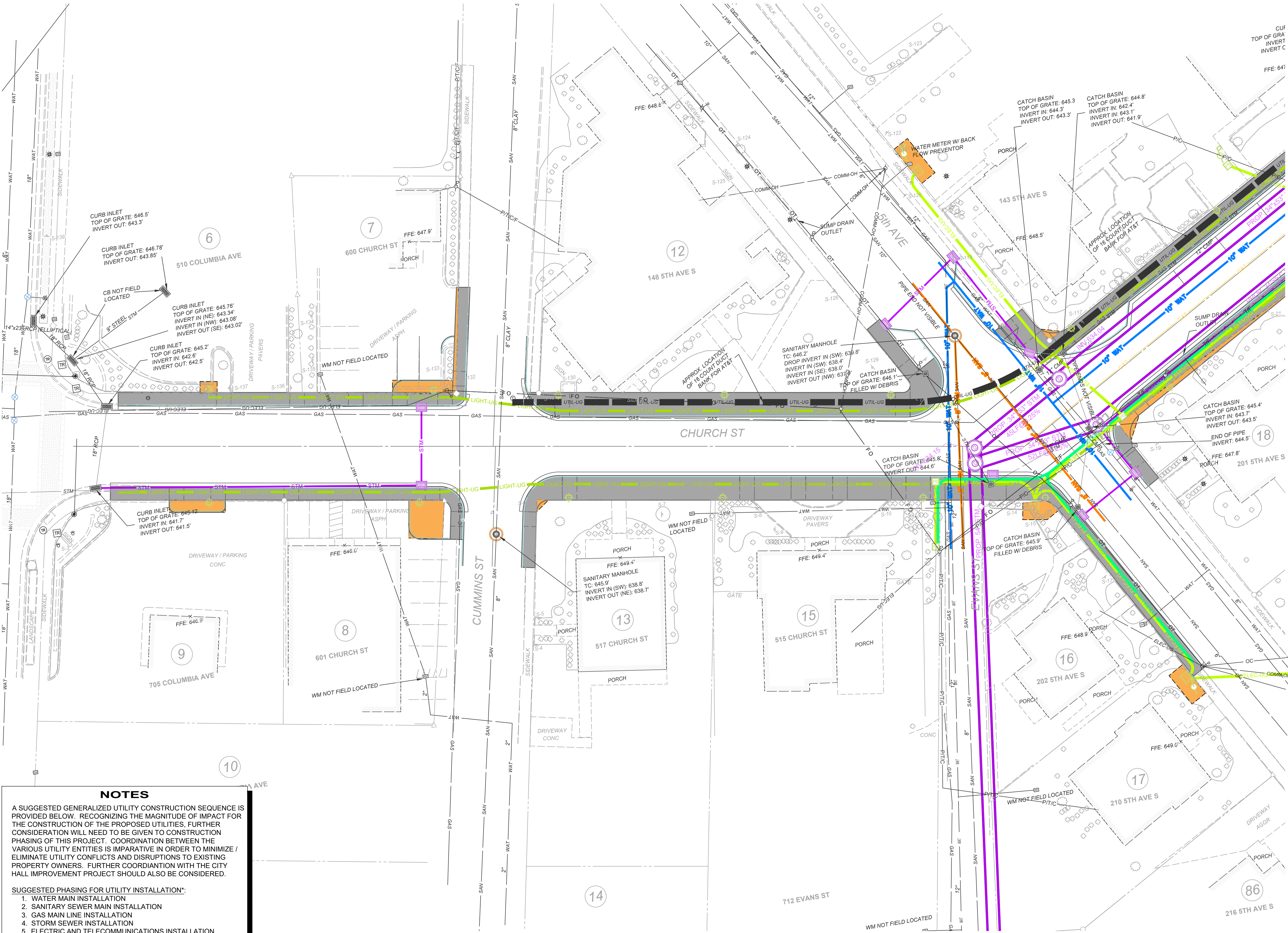
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CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPEETH RIVER

FUNCTIONAL UTILITY
PLAN (UNDERGROUND)

COLUMBIA AVE.
TO 5TH AVE.
SCALE: 1"=20'



NOTES

A SUGGESTED GENERALIZED UTILITY CONSTRUCTION SEQUENCE IS PROVIDED BELOW. RECOGNIZING THE MAGNITUDE OF IMPACT FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES, FURTHER CONSIDERATION WILL NEED TO BE GIVEN TO CONSTRUCTION PHASING OF THIS PROJECT. COORDINATION BETWEEN THE VARIOUS UTILITY ENTITIES IS IMPARATIVE IN ORDER TO MINIMIZE / ELIMINATE UTILITY CONFLICTS AND DISRUPTIONS TO EXISTING PROPERTY OWNERS. FURTHER COORDINATION WITH THE CITY HALL IMPROVEMENT PROJECT SHOULD ALSO BE CONSIDERED.

SUGGESTED PHASING FOR UTILITY INSTALLATION*:

1. WATER MAIN INSTALLATION
2. SANITARY SEWER MAIN INSTALLATION
3. GAS MAIN LINE INSTALLATION
4. STORM SEWER INSTALLATION
5. ELECTRIC AND TELECOMMUNICATIONS INSTALLATION

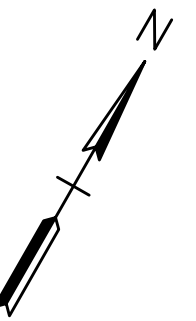
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20' 0' 20'
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INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	2A

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED ELECTRIC:

LIGHT-UG ELEC LIGHTING - UG
ELEC-UG ELEC MTEMC - UG
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WAT WATER LINE



PREPARED BY

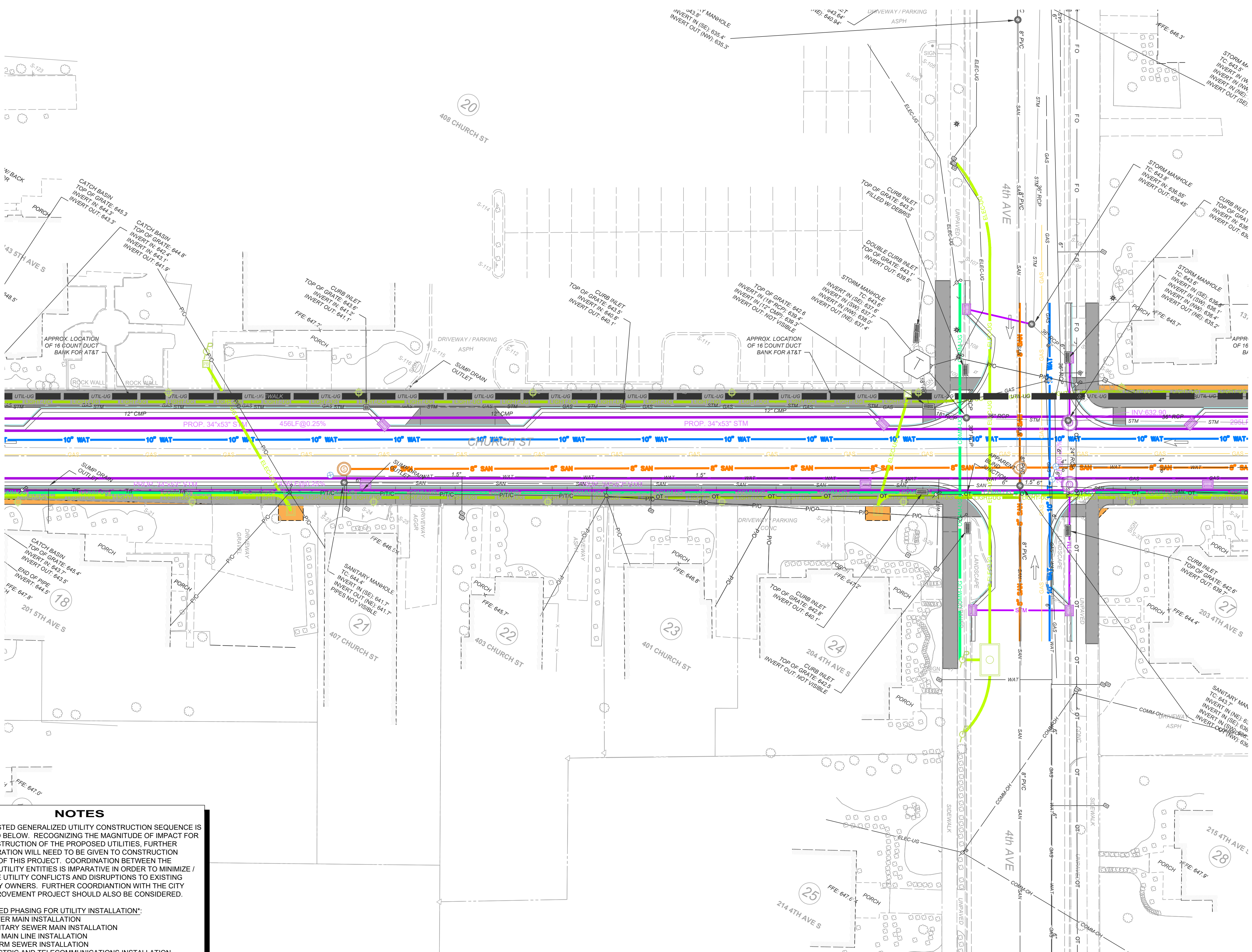
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CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

FUNCTIONAL UTILITY
PLAN (UNDERGROUND)

5TH AVE.
TO 4TH AVE.
SCALE: 1"=20'



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MARCH 3, 2021

LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

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PROPOSED STORM:

X STM STORM LINE
STM STORM LINE
STM STORM MANHOLE
CURB INLET

PROPOSED WATER:

WAT WATER LINE



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**CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE**

**PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPEETH RIVER**

**FUNCTIONAL UTILITY
PLAN (UNDERGROUND)**

4TH AVE.
TO 3RD AVE.
SCALE: 1"=20'

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20' 0' 20'
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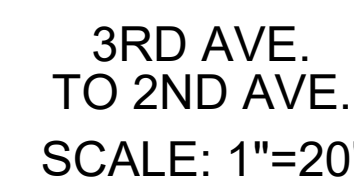
NOTES

A SUGGESTED GENERALIZED UTILITY CONSTRUCTION SEQUENCE IS PROVIDED BELOW. RECOGNIZING THE MAGNITUDE OF IMPACT FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES, FURTHER CONSIDERATION WILL NEED TO BE GIVEN TO CONSTRUCTION PHASING OF THIS PROJECT. COORDINATION BETWEEN THE VARIOUS UTILITY ENTITIES IS IMPARATIVE IN ORDER TO MINIMIZE / ELIMINATE UTILITY CONFLICTS AND DISRUPTIONS TO EXISTING PROPERTY OWNERS. FURTHER COORDINATION WITH THE CITY HALL IMPROVEMENT PROJECT SHOULD ALSO BE CONSIDERED.

SUGGESTED PHASING FOR UTILITY INSTALLATION*:

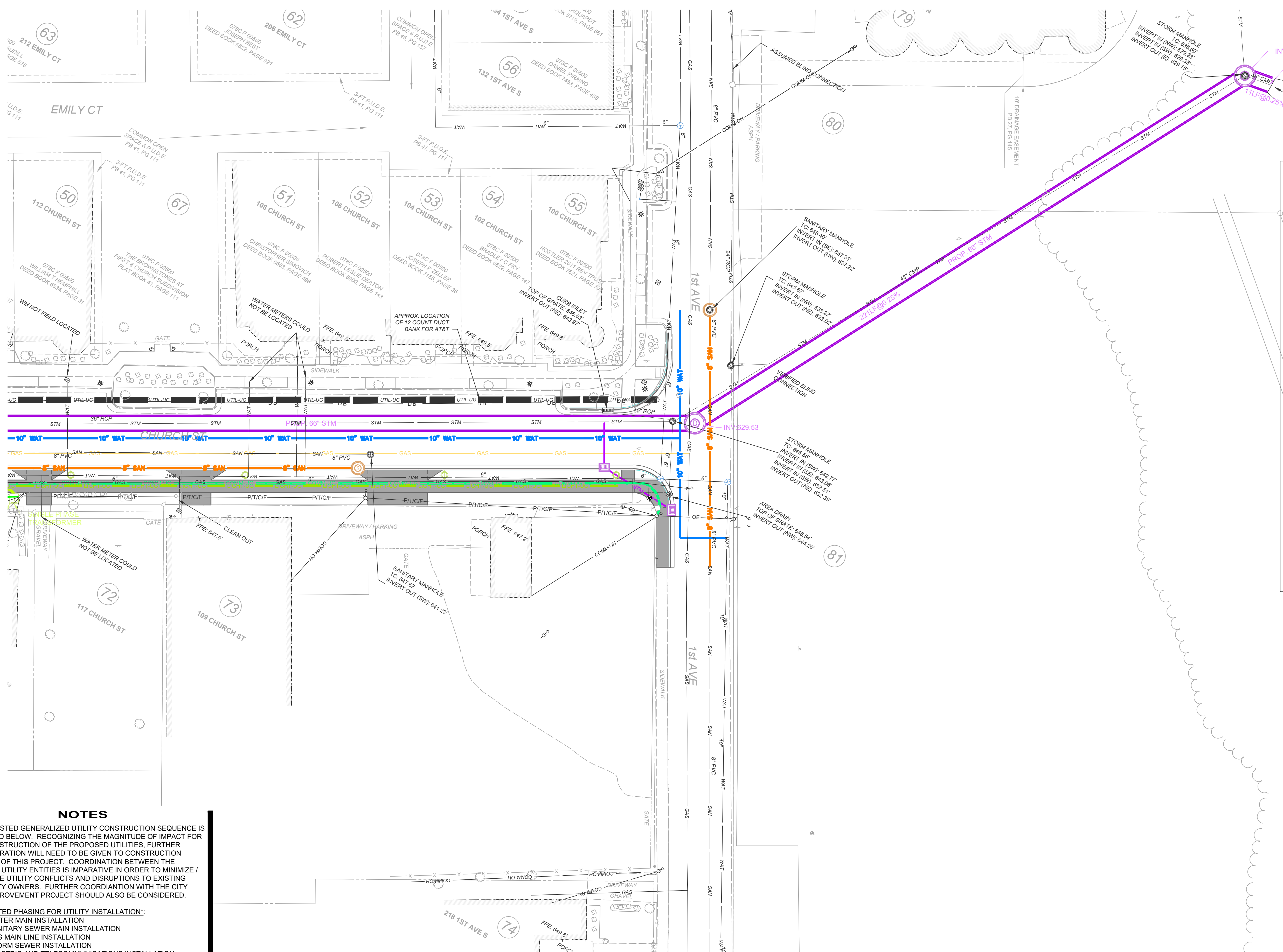
1. WATER MAIN INSTALLATION
2. SANITARY SEWER MAIN INSTALLATION
3. GAS MAIN LINE INSTALLATION
4. STORM SEWER INSTALLATION
5. ELECTRIC AND TELECOMMUNICATIONS INSTALLATION

* SIMULTANEOUS INSTALLATION FOR PORTIONS OF VARIOUS UTILITIES MAY BE REQUIRED.

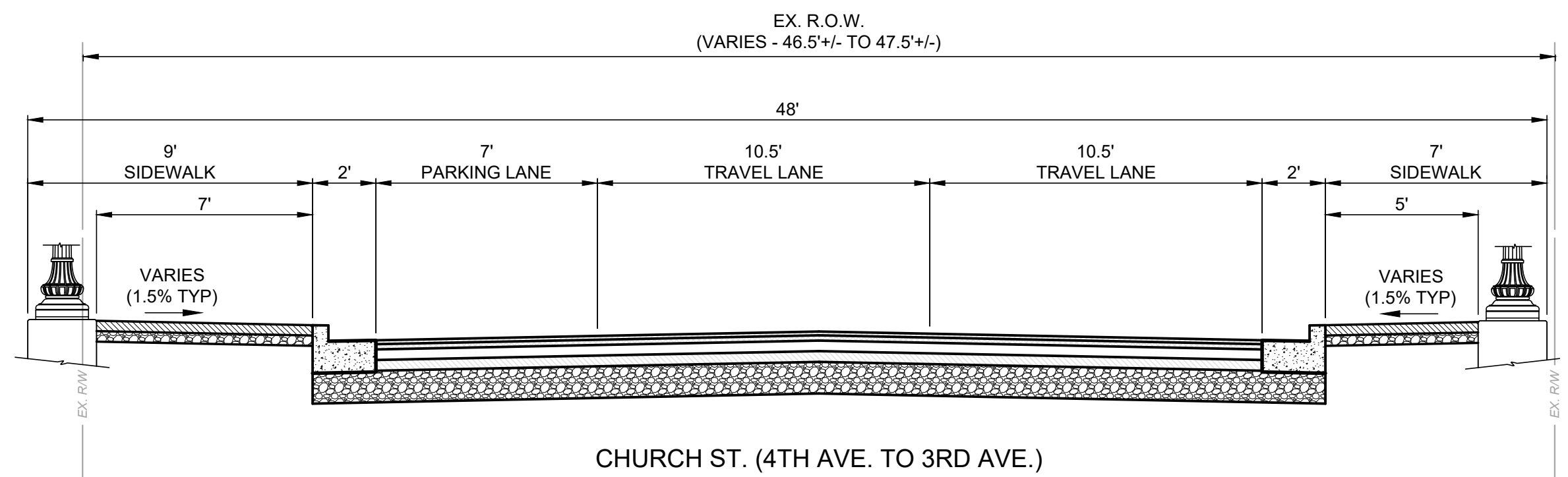


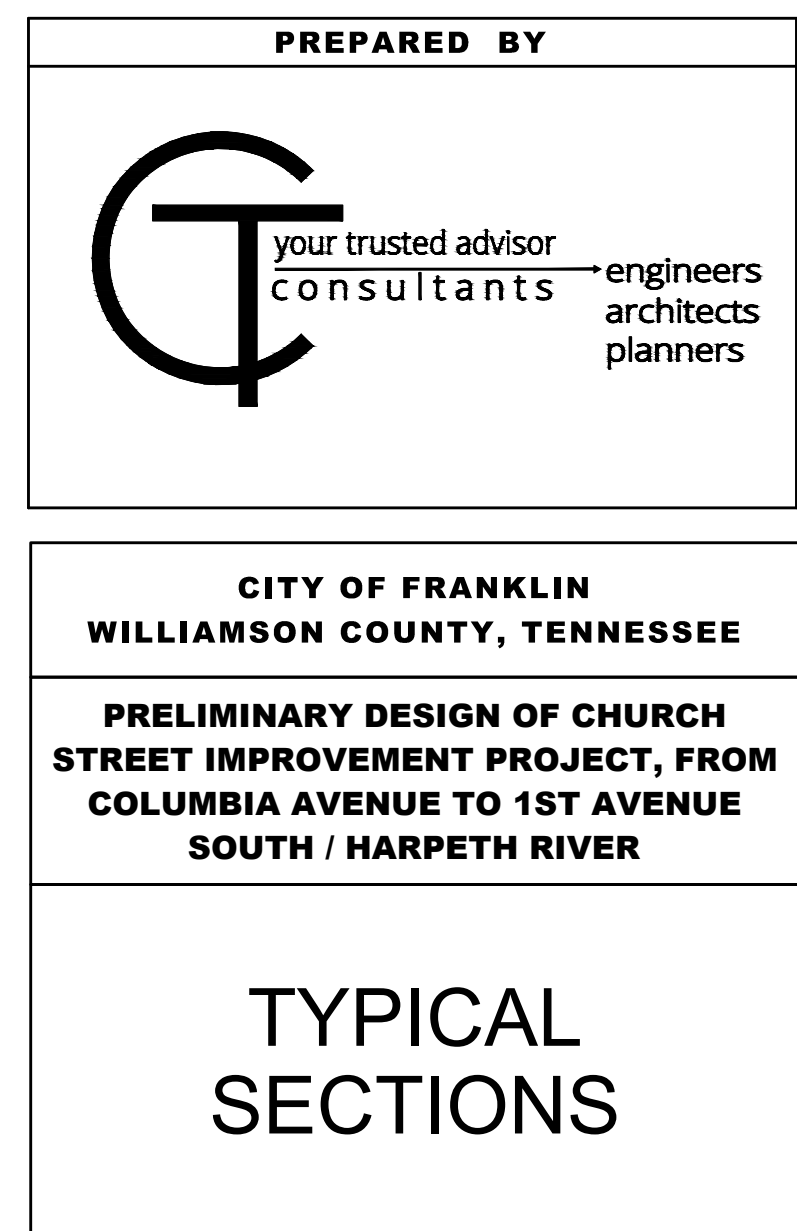
TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020

MARCH 3, 2021



SCALE: 1"=20'







Franklin, TN - Church Street Improvement Project
Functional Design Preliminary Opinion of Probable Construction Costs
(Including UNDERGROUND Relocation of Overhead Utilities)

Prepared by CT Consultants, Inc.
May 11, 2021

			Church Street (Columbia Ave. to Cummins St.) approx. 175 Linear Feet		Church Street (Cummins St. to 5th Ave.) approx. 215 Linear Feet		Church Street (5th Ave. to 4th Ave.) approx. 465 Linear Feet		Church Street (4th Ave. to 3rd Ave.) approx. 460 Linear Feet		Church Street (3rd Ave. to 2nd Ave.) approx. 465 Linear Feet		Church Street (2nd Ave. to 1st Ave.) approx. 440 Linear Feet		Church Street (1st Ave. to The Harpeth) approx. 260 Linear Feet		TOTAL PROJECT	
Item	Unit Price	Unit	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
DEMOLITION AND REMOVAL																		
Sidewalk and Drive Removal	\$17.50	SY	150	\$2,625	250	\$4,375	550	\$9,625	550	\$9,625	550	\$9,625					2050	\$35,875.00
Curb Removal	\$7.50	LF	350	\$2,625	430	\$3,225	930	\$6,975	920	\$6,900	930	\$6,975	880	\$6,600			4440	\$33,300.00
Catch Basin Removal	\$650.00	EA			3	\$1,950	9	\$5,850	3	\$1,950	4	\$2,600	6	\$3,900			25	\$16,250.00
Manhole Removal	\$750.00	EA			1	\$750	2	\$1,500	6	\$4,500	4	\$3,000	4	\$3,000			17	\$12,750.00
Full Depth Street/ Parking Lot Pavement Removal	\$10.00	SY	96	\$960	554	\$5,540	2188	\$21,880	2050	\$20,500	1138	\$11,380	1804	\$18,040			7830	\$78,300.00
Traffic Signalization Removal	\$10,000.00	EA									1	\$10,000					1	\$10,000.00
Tree Removal	\$1,500.00	EA					4	\$6,000	2	\$3,000	7	\$10,500	1	\$1,500			14	\$21,000.00
Miscellaneous Site Items Removal		LS		\$5,000		\$5,000		\$10,000		\$10,000		\$10,000		\$10,000				\$50,000.00
SUBTOTAL				\$11,210		\$20,840		\$61,830		\$56,475		\$64,080		\$43,040				\$257,475.00
EARTHWORK																		
Embankment (Compacted In Place)	\$25.00	CY																
Road & Drainage Excavation (Unclassified)	\$25.00	CY																
SUBTOTAL																		
ASPHALT PAVING WORK																		
Asphalt Pavement Cold Planing (varying depth)	\$7.00	SY	591	\$4,137	473	\$3,311											1064	\$7,448.00
Asphalt Pavement Resurfacing	\$24.00	SY	591	\$14,184	473	\$11,352											1064	\$25,536.00
Asphalt Street Pavement Reconstruction/Widening (full depth)	\$80.00	SY			434	\$34,720	1,729	\$138,320	1,698	\$135,840	1,866	\$149,280	1,360	\$108,800			7087	\$566,960.00
Parking Lot Pavement Repair/Replacement	\$40.00	SY	100	\$4,000			125	\$5,000	100	\$4,000	50	\$2,000	75	\$3,000			450	\$18,000.00
Pavement Markings		LS		\$2,625		\$3,225		\$6,975		\$6,900		\$6,975		\$6,600				\$33,300.00
SUBTOTAL				\$24,946		\$52,608		\$150,295		\$146,740		\$158,255		\$118,400				\$651,244.00
DECORATIVE PAVEMENTS																		
Decorative Brick Sidewalk	\$22.00	SF			3699	\$81,378	6176	\$135,872	6397	\$140,734	6957	\$153,054	2228	\$49,016			25457	\$560,054.00
Decorative Brick Crosswalk	\$27.00	SF	202	\$5,454	781	\$21,087	927	\$25,029	998	\$26,946	1175	\$31,725	720	\$19,440			4803	\$129,681.00
SUBTOTAL				\$5,454		\$102,465		\$160,901		\$167,680		\$184,779		\$68,456				\$689,735.00
PORTLAND CEMENT CONCRETE PAVING																		
Concrete Sidewalk	\$10.00	SF	1,052	\$10,520	615	\$6,150	609	\$6,090	668	\$6,680	824	\$8,240	256	\$2,560			4024	\$40,240.00
Concrete Drive	\$13.50	SF	625	\$8,438			252	\$3,402	170	\$2,295			486	\$6,561			1533	\$20,695.50
ADA Compliant Pedestrian Ramp with Detectable Warning Insert	\$750.00	EA	4	\$3,000	10	\$7,500	8	\$6,000	8	\$6,000	8	\$6,000	8	\$6,000			46	\$34,500.00
Concrete Curb and Gutter	\$30.00	LF	293	\$8,790	536	\$16,080	1038	\$31,140	967	\$29,010	917	\$27,510	506	\$15,180			4257	\$127,710.00
Concrete Post Curb	\$28.00	LF	163	\$4,564	56	\$1,568	15	\$420	35	\$980	69	\$1,932					338	\$9,464.00
SUBTOTAL				\$35,312		\$31,298		\$47,052		\$44,965		\$43,682		\$30,301				\$232,609.50
STORM DRAINAGE																		
Catch Basin	\$3,750.00	EA			3	\$11,250	8	\$30,000	7	\$26,250	8	\$30,000	5	\$18,750			31	\$116,250.00
Manhole	\$6,000.00	EA			2	\$12,000	2	\$12,000	5	\$30,000	2	\$12,000	1	\$6,000	2	\$12,000	14	\$84,000.00
Headwall	\$5,000.00	EA													1	\$5,000	1	\$5,000.00
24" Storm Sewer, Trench and Backfill	\$200.00	LF			74	\$14,800	158	\$31,600	210	\$42,000	151	\$30,200	154	\$30,800			747	\$149,400.00
54" Storm Sewer, Trench and Backfill	\$300.00	LF			40	\$12,000											40	\$12,000.00
34"x53" Storm Sewer, Trench and Backfill	\$500.00	LF			97	\$48,500	912	\$456,000	495	\$247,500							1504	\$752,000.00
60" Storm Sewer, Trench and Backfill	\$350.00	LF							186	\$65,100	504	\$176,400					690	\$241,500.00
66" Storm Sewer, Trench and Backfill	\$400.00	LF											422	\$168,800	232	\$92,800	654	\$261,600.00
Underdrain	\$10.00	LF	350	\$3,500	430	\$4,300	930	\$9,300	920	\$9,200	930	\$9,300	880	\$8,800			4440	\$44,400.00
SUBTOTAL				\$3,500		\$102,850		\$538,900		\$420,050		\$257,900		\$233,150		\$109,800		\$1,666,150.00
WATER DISTRIBUTION SYSTEM																		
10" Water Main, Trench and Backfill	\$200.00	LF			111	\$22,200	581	\$116,200	492	\$98,400	489	\$97,800	637	\$127,400	110	\$22,000	2420	\$484,000.00
12" Water Main, Trench and Backfill	\$250.00	LF							228	\$57,000							228	\$57,000.00
Replace Existing / New Fire Hydrant	\$7,000.00	EA					1	\$7,000	1	\$7,000	1	\$7,000	3	\$21,000			6	\$42,000.00
Water Service Lateral with Meter Pit	\$4,000.00	EA			1	\$4,000	7	\$28,000	2	\$8,000			9	\$36,000			19	\$76,000.00
SUBTOTAL						\$26,200		\$151,200		\$170,400		\$104,800		\$184,400		\$22,000		\$659,000.00
SANITARY SEWER SYSTEMS																		
Manhole	\$8,000.00	EA	1	\$8,000	1	\$8,000	1	\$8,000	2	\$16,000	1	\$8,000	2	\$16,000	1	\$8,000	9	\$72,000.00
8" Sanitary Sewer, Trench and Backfill	\$150.00	LF			214	\$32,100	272	\$40,800	346	\$51,900	100	\$15,000	410	\$61,500	103	\$15,450	1445	\$216,750.00
Sanitary Sewer Service Lateral	\$3,000.00	EA					4	\$12,000	4	\$12,000	2	\$6,000	4	\$12,000			14	\$42,000.00
SUBTOTAL				\$8,000		\$40,100		\$60,800		\$79,900		\$29,000		\$89,500		\$23,450		\$330,750.00
SIGNS																		
Traffic Signs		LS		\$4,375		\$5,375		\$11,625		\$11,500		\$11,625		\$11,000				\$55,500.00
Business / Wayfinding / Historic Sign	\$8,000.00	EA			2	\$16,000	3	\$24,000	1	\$8,000	3	\$24,000	3	\$24,000			12	\$96,000.00
SUBTOTAL				\$4,375		\$21,375		\$35,625		\$19,500		\$35,625		\$35,000				\$151,500.00



Franklin, TN - Church Street Improvement Project
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(Including UNDERGROUND Relocation of Overhead Utilities)

Prepared by CT Consultants, Inc.
May 11, 2021

Item	Unit Price	Unit	Church Street (Columbia Ave. to Cummins St.) approx. 175 Linear Feet		Church Street (Cummins St. to 5th Ave.) approx. 215 Linear Feet		Church Street (5th Ave. to 4th Ave.) approx. 465 Linear Feet		Church Street (4th Ave. to 3rd Ave.) approx. 460 Linear Feet		Church Street (3rd Ave. to 2nd Ave.) approx. 465 Linear Feet		Church Street (2nd Ave. to 1st Ave.) approx. 440 Linear Feet		Church Street (1st Ave. to The Harpeth) approx. 260 Linear Feet		TOTAL PROJECT	
			Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
MISCELLANEOUS SITE ITEMS																		
Bench	\$3,000.00	EA																
Trash Receptacle	\$3,500.00	EA																
Bike Rack	\$850.00	EA																
SUBTOTAL																		
LANDSCAPE WORK																		
Sodding	\$5.00	SY																
Street/Canopy Tree	\$500.00	EA																
Small Ornamental Tree	\$400.00	EA																
Shrubs/Perennials	\$6.00	SF																
SUBTOTAL																		
SITE LIGHTING																		
Single Luminaire Decorative Pedestrian Light Pole With Receptacle	\$9,000.00	EA	4	\$36,000	7	\$63,000	12	\$108,000	12	\$108,000	12	\$108,000	6	\$54,000			53	\$477,000.00
Light Pole Conduit, Conductor, Trench and Backfill	\$50.00	LF	300	\$15,000	430	\$21,500	930	\$46,500	920	\$46,000	930	\$46,500	440	\$22,000			3950	\$197,500.00
Lighting Control Panel	\$25,000.00	EA					1	\$25,000					1	\$25,000			2	\$50,000.00
SUBTOTAL				\$51,000		\$84,500		\$179,500		\$154,000		\$154,500		\$101,000				\$724,500.00
TRAFFIC SIGNALIZATION																		
Signalized Intersection (4-way)	\$300,000.00	EA							0.5	\$150,000	0.5	\$150,000					1	\$300,000.00
SUBTOTAL										\$150,000		\$150,000						\$300,000.00
OVERHEAD UTILITY UNDERGROUNDING / RELOCATIONS																		
AT&T Reimbursement Cost (Non Anticipated)		LS																
Comcast Reimbursement Cost (Non Anticipated)		LS																
MTE Reimbursement Cost		LS				\$12,500		\$30,000		\$17,500		\$35,000		\$17,500				\$112,500.00
Underground Duct Bank	\$50.00	LF			210	\$10,500	1075	\$53,750	600	\$30,000	1050	\$52,500	450	\$22,500			3385	\$169,250.00
Pullbox	\$2,500.00	EA			2	\$5,000	4	\$10,000			7	\$17,500	1	\$2,500			14	\$35,000.00
MTE Self-Supporting Pole	\$90,000.00	EA					1	\$90,000			2	\$180,000					3	\$270,000.00
MTE Manhole	\$35,000.00	EA					1	\$35,000			1	\$35,000					2	\$70,000.00
MTE Single Phase Transformer Pad	\$3,500.00	EA			2	\$7,000	3	\$10,500	2	\$7,000	1	\$3,500	1	\$3,500			9	\$31,500.00
MTE Sector Pad	\$3,500.00	EA							1	\$3,500	1	\$3,500					2	\$7,000.00
Meter Pedestal	\$5,000.00	EA							1	\$5,000							1	\$5,000.00
SUBTOTAL						\$35,000		\$229,250		\$63,000		\$327,000		\$46,000				\$700,250.00
SUBTOTAL CONSTRUCTION COSTS				\$143,797		\$517,236		\$1,615,353		\$1,472,710		\$1,509,621		\$949,247		\$155,250		\$6,363,213.50
Mobilization (10%)		LS		\$14,380		\$51,724		\$161,535		\$147,271		\$150,962		\$94,925		\$15,525		\$636,322.00
Maintenance of Traffic (5%)		LS		\$7,190		\$25,862		\$80,768		\$73,636		\$75,481		\$47,462		\$7,763		\$318,162.00
Erosion Control (2%)		LS		\$2,876		\$10,345		\$32,307		\$29,454		\$30,192		\$18,985		\$3,105		\$127,264.00
Contingency (20%)		LS		\$28,759		\$103,447		\$323,071		\$294,542		\$301,924		\$189,849		\$31,050		\$1,272,642.00
Total Construction Costs				\$197,002		\$708,614		\$2,213,034		\$2,017,613		\$2,068,180		\$1,300,468		\$212,693		\$8,717,604
Design Engineering (10%)		LS		\$19,700		\$70,861		\$221,303		\$201,761		\$206,818		\$130,047		\$21,269		\$871,759.00
CA/CEI Services (10%)		LS		\$19,700		\$70,861		\$221,303		\$201,761		\$206,818		\$130,047		\$21,269		\$871,759.00
SUBTOTAL PROFESSIONAL SERVICES COSTS				\$39,400		\$141,722		\$442,606		\$403,522		\$413,636		\$260,094		\$42,538		\$1,743,518.00
EASEMENTS / RIGHT-OF-WAY																		
Public Utility and Drainage Easements / Right-of-Way (Fee Simple)	\$35.00	SF	600	\$21,000	250	\$8,750	450	\$15,750	1200	\$42,000	450	\$15,750	20	\$700			2970	\$103,950.00
Temporary Construction Easement (3-YR)	\$10.50	SF	1,500	\$15,750	2000	\$21,000	4400	\$46,200	4400	\$46,200	4400	\$46,200	4200	\$44,100			20900	\$219,450.00
SUBTOTAL				\$36,750		\$29,750		\$61,950		\$88,200		\$61,950		\$44,800				\$323,400.00
Total Project Costs				\$273,152		\$880,086		\$2,717,590		\$2,509,335		\$2,543,766		\$1,605,362		\$255,231		\$10,784,521.50

LEGEND
SF - square foot SY - square yard LF - linear foot CY - cubic yard EA - each LS - lump sum

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	1UG

MARCH 3, 2021

N

LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
- MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.
- PROP. BRICK SIDEWALK
- PROP. CONCRETE SIDEWALK

NOTES

- THESE PLANS ARE PRELIMINARY AND ARE FOR REVIEW OF THE PROPOSED LAYOUT OF THE ROADWAY, SIDEWALKS, LIGHT POLES, UTILITIES AND MISC. RELATED IMPROVEMENTS. THE PLANS WILL BE FURTHER DEVELOPED IN THE FINAL ENGINEERING PHASE.
- ROADWAY AND SIDEWALK IMPROVEMENTS ARE DESIGNED TO BE WITHIN THE EXISTING R/W AS MUCH AS POSSIBLE, WITH THE EXCEPTION OF:
 - LIGHT AND/OR UTILITY POLES ARE PROPOSED TO BE LOCATED AT THE BACK OF SIDEWALK. IN THESE AREAS, THE SIDEWALK WIDTH WAS EXTENDED TO ENCOMPASS THE POLES, AND EASEMENTS/ACQUISITIONS MAY BE REQUIRED.
 - SOME PORTIONS OF THE SIDEWALK AT INTERSECTIONS/CORNERS ENCR OACH OUTSIDE OF THE R/W TO ACCOMMODATE ACCESSIBLE CURB RAMPS AND WILL REQUIRE EASEMENTS/ACQUISITIONS.
 - SOME PARKING LOT BUFFERS AT THE BACK OF SIDEWALK ENCR OACH OUTSIDE OF THE R/W AND WILL REQUIRE EASEMENTS/ACQUISITIONS; LIGHT POLES ALSO WILL NEED TO BE LOCATED IN SOME OF THESE BUFFERS.
 - TEMPORARY CONSTRUCTION EASEMENTS AND SLOPE EASEMENTS ARE ALSO ANTICIPATED TO BE REQUIRED FOR CONSTRUCTION OF PROPOSED IMPROVEMENTS.
- PROPOSED IMPROVEMENTS INDICATED ON THE NORTH SIDE OF CHURCH ST. ADJACENT TO CITY HALL ENCR OACH INTO THE EXISTING PARKING LOT; IT IS RECOMMENDED THAT THE DESIGN OF THE NEW CITY HALL BUILDING AND SITE DESIGN COORDINATE WITH THIS PROPOSED ALIGNMENT. IT IS FURTHER RECOMMENDED THAT THE DESIGN OF THE NEW CITY HALL COMPLEX ACCOMMODATES ON-STREET PARALLEL PARKING ON THE NORTH SIDE OF CHURCH ST. BETWEEN 3RD AVE. AND 2ND AVE. (ON-STREET PARALLEL PARKING IN THIS LOCATION IS CURRENTLY NOT SHOWN ON THESE PLANS, AND WILL REQUIRE THE ROADWAY WIDTH TO BE EXTENDED APPROX. 6' - 8' FURTHER TO THE NORTH TO ACCOMMODATE ON-STREET PARALLEL PARKING). THESE PLANS WILL NEED TO BE COORDINATED WITH THE PLANS BEING DEVELOPED FOR THE NEW CITY HALL COMPLEX AS THEY ARE FURTHER DEVELOPED.
- IT IS RECOMMENDED THAT THE PLANS FOR THE NEW CITY HALL ARE DESIGNED TO WORK WITH THE SIDEWALK ALIGNMENT INDICATED ON THESE PLANS ALONG 3RD AVE., ADJACENT TO THE PROPOSED CITY HALL, AND IN ACCORDANCE WITH PREVIOUS DESIGN DEVELOPMENT PLANS PREPARED FOR 3RD AVE. N.

PREPARED BY



CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPE TH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

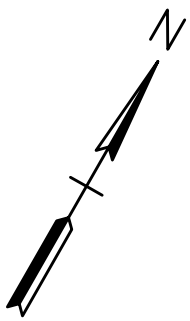
COLUMBIA AVE. TO
TO 5TH AVE.
SCALE: 1"=20'

20' 0' 20'
SCALE: 1" = 20'

TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	2UG

MARCH 3, 2021



LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
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PREPARED BY

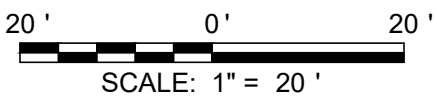
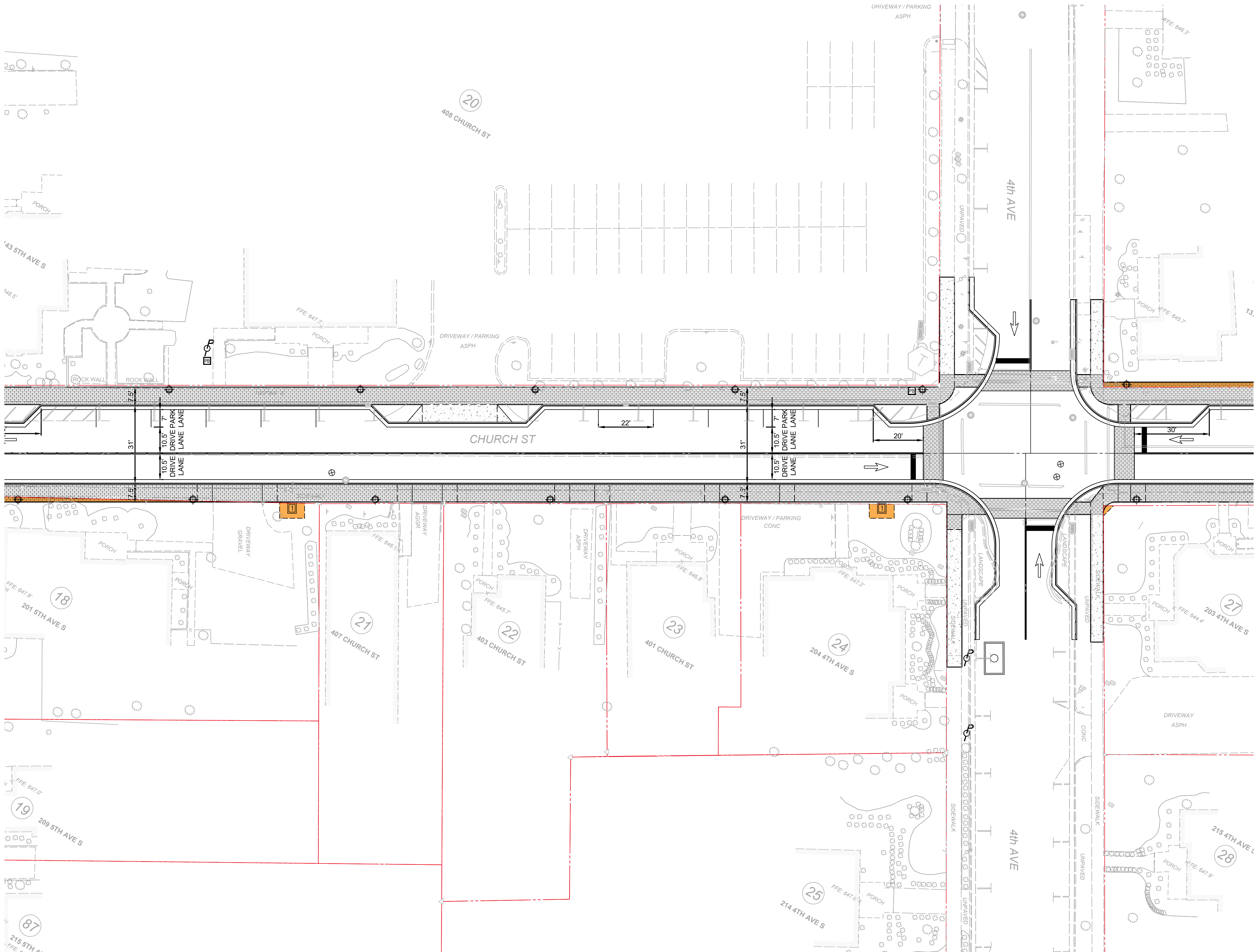


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

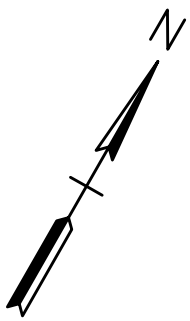
5TH AVE.
TO 4TH AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	3UG

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROP. BRICK SIDEWALK

PROP. CONCRETE SIDEWALK

NOTES

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PREPARED BY

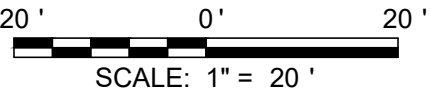
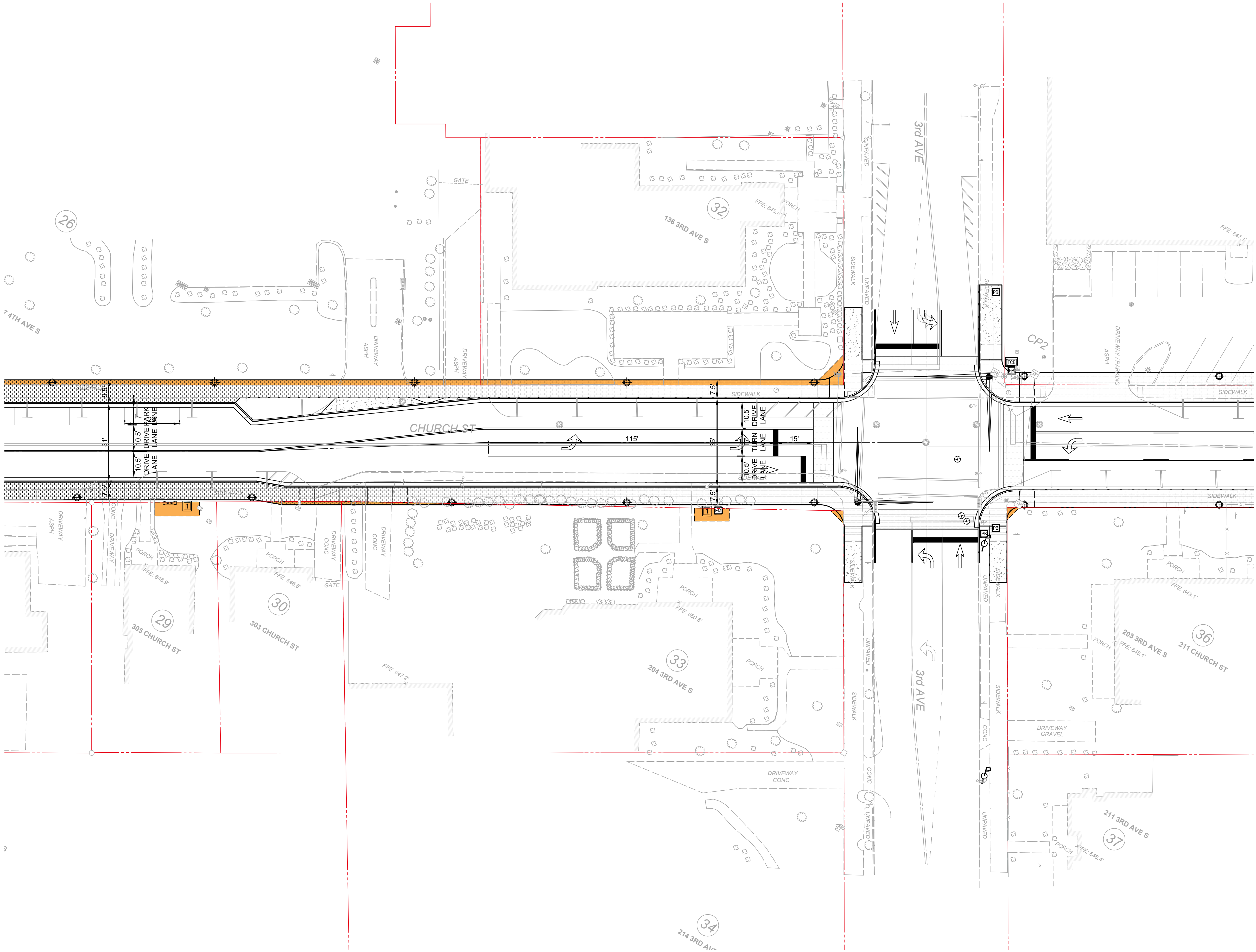


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

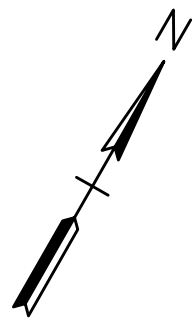
4TH AVE.
TO 3RD AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	4UG

MARCH 3, 2021



LEGEND

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PREPARED BY



CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

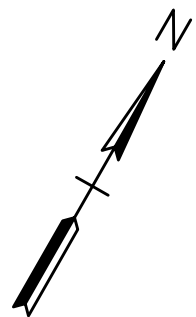
3RD AVE.
TO 2ND AVE.
SCALE: 1"=20'

TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

20' 0' 20'
SCALE: 1"= 20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	5UG

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

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PREPARED BY

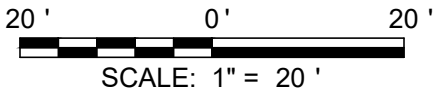


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

2ND AVE.
TO 1ST AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	1UG-A

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED ELECTRIC:

LIGHT-UG

LIGHT-UG

LIGHT-UG

ELEC LIGHTING - UG

ELEC-UG

ELEC-UG

ELEC MTEMC - UG

ELEC-OH

ELEC-OH

ELEC MTEMC -OH

POLE - LIGHT

TRANSFORMER

PULLBOX

METER PEDESTAL

POLE - ELECTRIC

SECTOR

MANHOLE

PROPOSED TELECOMMUNICATIONS:

COMM-UG

COMM-UG

COMCAST - UG

PROPOSED GAS:

GAS

GAS LINE

PROPOSED SANITARY:

SAN

SANITARY LINE

SANITARY MANHOLE

PROPOSED STORM:

X" STM

STM

STM

STM

STM

STORM LINE

STORM LINE

STORM MANHOLE

CURB INLET

PROPOSED WATER:

WAT

WATER LINE



PREPARED BY

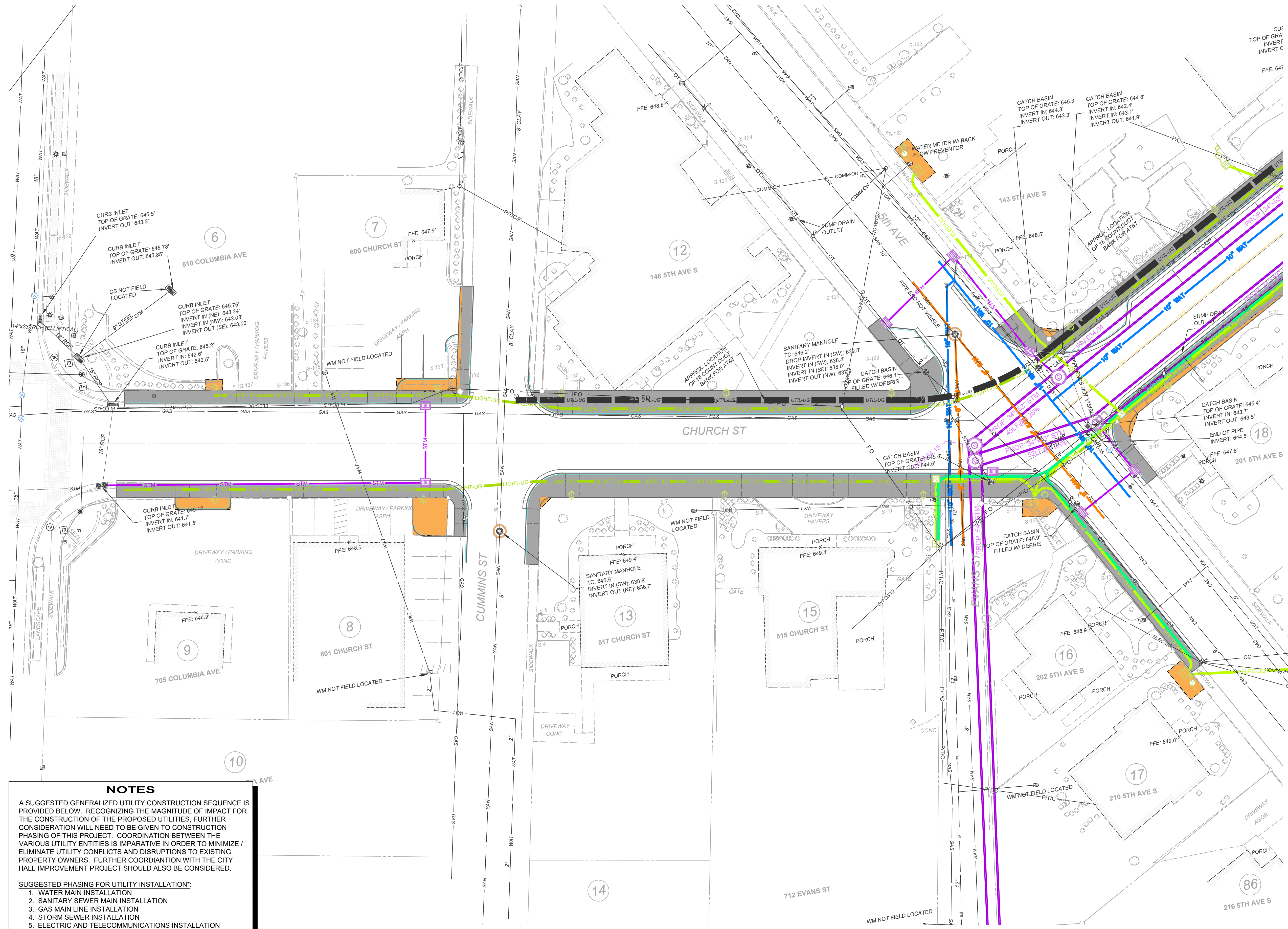


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH STREET IMPROVEMENT PROJECT, FROM COLUMBIA AVENUE TO 1ST AVENUE SOUTH / HARPETH RIVER

FUNCTIONAL UTILITY PLAN (UNDERGROUND)

COLUMBIA AVE.
TO 5TH AVE.
SCALE: 1"=20'

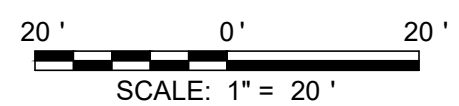


NOTES

A SUGGESTED GENERALIZED UTILITY CONSTRUCTION SEQUENCE IS PROVIDED BELOW. RECOGNIZING THE MAGNITUDE OF IMPACT FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES, FURTHER CONSIDERATION WILL NEED TO BE GIVEN TO CONSTRUCTION PHASING OF THIS PROJECT. COORDINATION BETWEEN THE VARIOUS UTILITY ENTITIES IS IMPARATIVE IN ORDER TO MINIMIZE / ELIMINATE UTILITY CONFLICTS AND DISRUPTIONS TO EXISTING PROPERTY OWNERS. FURTHER COORDINATION WITH THE CITY HALL IMPROVEMENT PROJECT SHOULD ALSO BE CONSIDERED.

- SUGGESTED PHASING FOR UTILITY INSTALLATION*:
1. WATER MAIN INSTALLATION
 2. SANITARY SEWER MAIN INSTALLATION
 3. GAS MAIN LINE INSTALLATION
 4. STORM SEWER INSTALLATION
 5. ELECTRIC AND TELECOMMUNICATIONS INSTALLATION

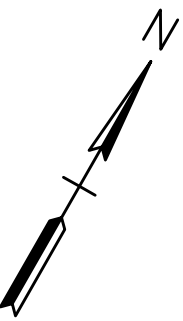
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TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	2A

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED ELECTRIC:

LIGHT-UG ELEC LIGHTING - UG
ELEC-UG ELEC MTEMC - UG
ELEC-OH ELEC MTEMC - OH
POLE - LIGHT POLE - ELECTRIC
TRANSFORMER
PULLBOX
METER PEDESTAL
MANHOLE

PROPOSED TELECOMMUNICATIONS:

COMM-UG COMCAST - UG

PROPOSED GAS:

GAS GAS LINE

PROPOSED SANITARY:

SAN SANITARY LINE
SANITARY MANHOLE

PROPOSED STORM:

X STM STORM LINE
STM STORM LINE
STM STORM MANHOLE
CURB INLET

PROPOSED WATER:

WAT WATER LINE



PREPARED BY

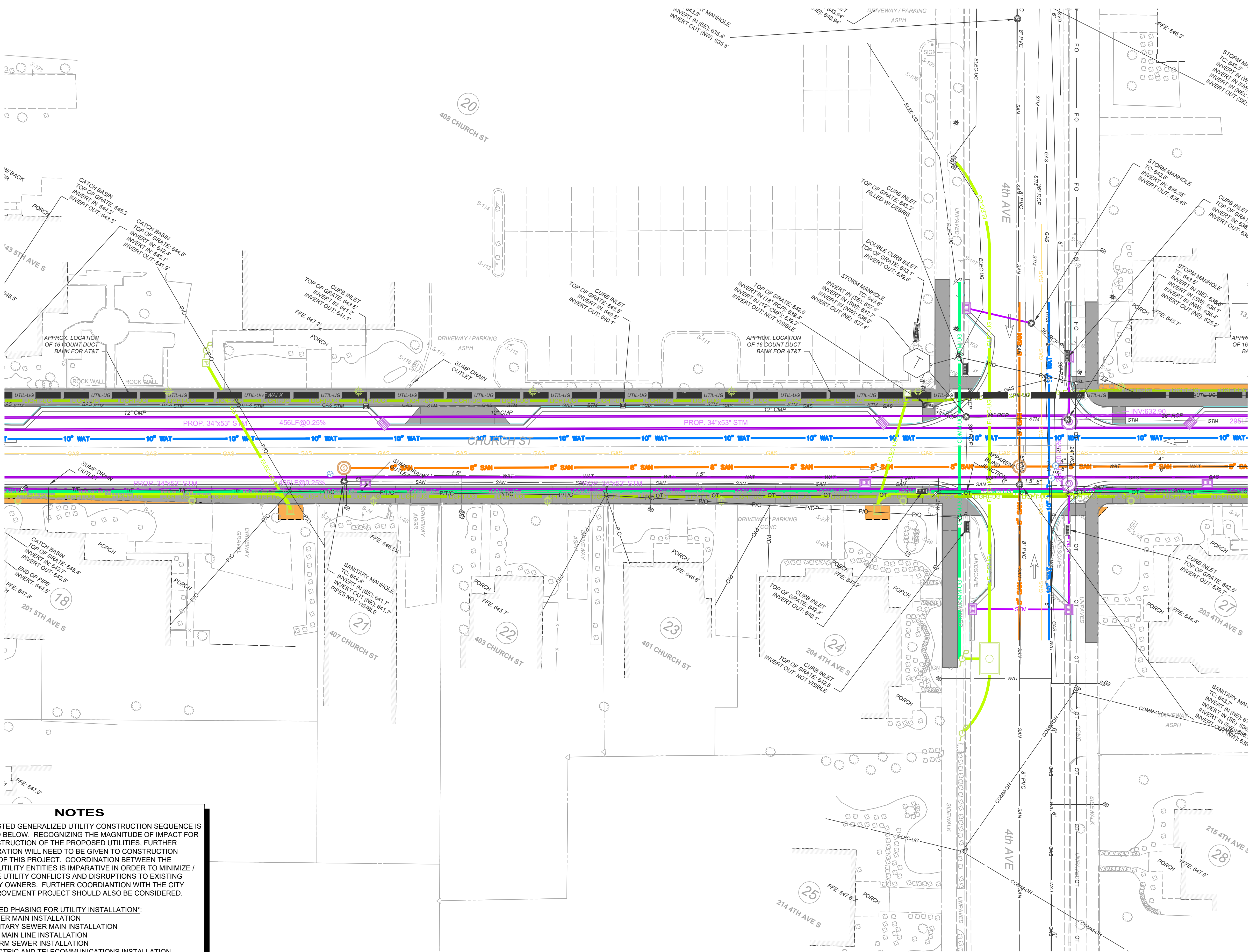
your trusted advisor
consultants engineers
architects
planners

CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

FUNCTIONAL UTILITY
PLAN (UNDERGROUND)

5TH AVE.
TO 4TH AVE.
SCALE: 1"=20'



NOTES

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20' 0' 20'
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INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	3A

MARCH 3, 2021

LEGEND

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ELEC-UG ELEC MTEM - UG
ELEC-OH ELEC MTEM - OH
POLE - LIGHT POLE - ELECTRIC
TRANSFORMER
PULLBOX
METER PEDESTAL
MANHOLE

PROPOSED TELECOMMUNICATIONS:

- COMM-UG COMM-UG COMCAST - UG

PROPOSED GAS:

- GAS GAS LINE

PROPOSED SANITARY:

- SAN SANITARY LINE
SANITARY MANHOLE

PROPOSED STORM:

- X STM STORM LINE
STM STORM LINE
STM STORM MANHOLE
CURB INLET

PROPOSED WATER:

- WAT WATER LINE



PREPARED BY

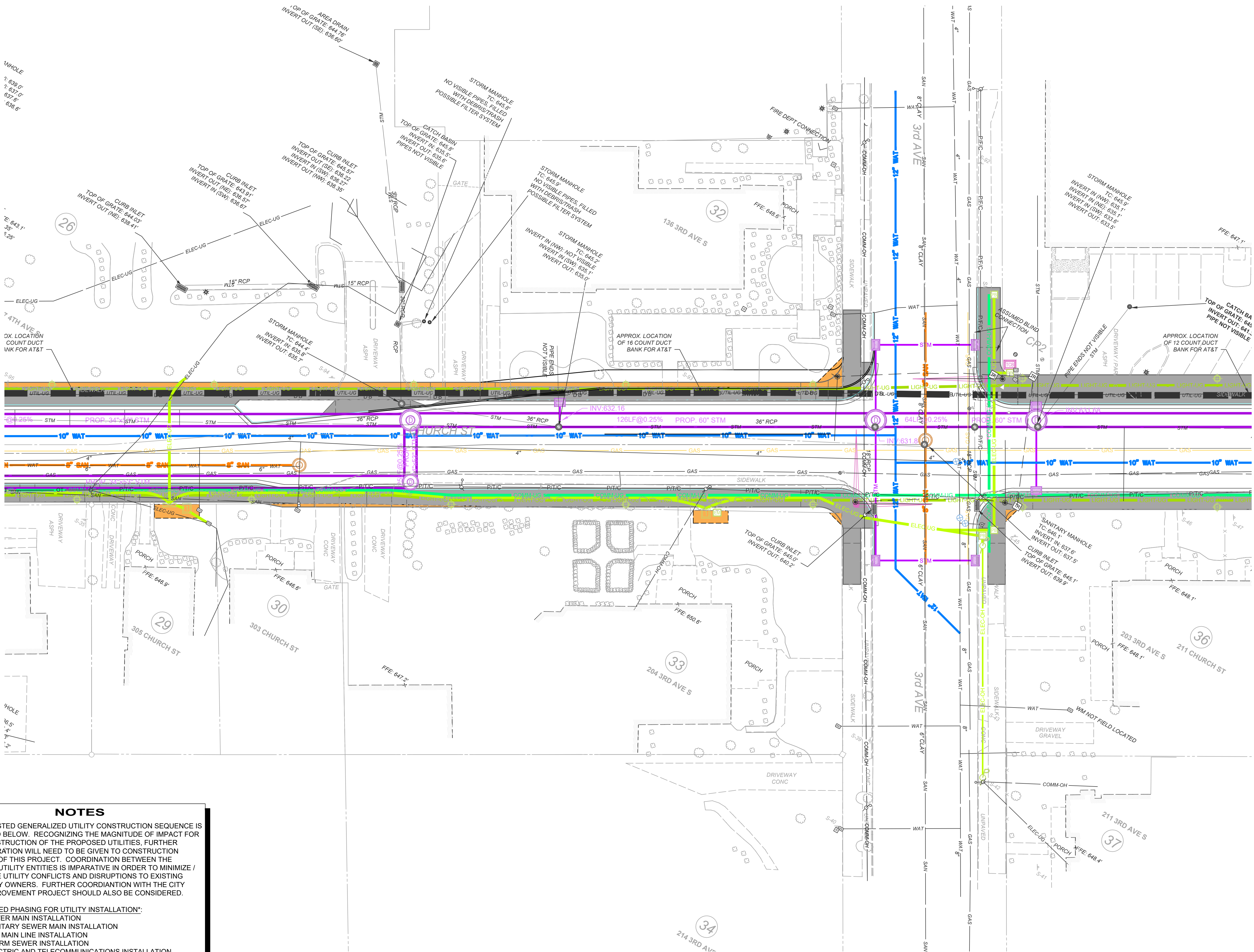


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPEETH RIVER

FUNCTIONAL UTILITY
PLAN (UNDERGROUND)

4TH AVE.
TO 3RD AVE.
SCALE: 1"=20'



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TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.



File #: 21-02697

DATE: November 29, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0342, A Professional Services Agreement with Surveying And Mapping, LLC For Subsurface Utility Engineering For The Church Street Improvements Project At A Cost Not To Exceed \$120,206.40.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with Surveying and Mapping, LLC (SAM) for Subsurface Utility Engineering (SUE) for the Church Street Improvements Project at a cost of \$120,206.40.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, was included in that adopted project list at an estimated cost of \$11,231,644. On November 12, 2019, the BOMA approved a PSA (COF Contract No. 2019-0280) with CT Consultants, Inc. for the Preliminary/Functional Design of the Church Street Improvements Project. CT Consultants prepared "high-level" functional roadway and utility plans for the project area. The anticipated improvements include: new water and sanitary sewer upgrades, a new 60-inch storm sewer trunk line (proposed to help with the Parkview area drainage concerns), the possible relocation of aerial utilities into underground duct banks, new storm sewer infrastructure, new sidewalks, and upgraded street lighting. The functional design was also coordinated with the City Hall Facility Project.

As the preliminary/functional design progressed, the project team spent a significant amount of time coordinating existing utility conditions and proposed utility layouts with the individual utility providers. Because of the vast number of necessary utility relocations within the narrow roadway footprint of Church Street, staff determined that it was in the City's best interest to perform Subsurface Utility Engineering (SUE), prior to beginning the project design phase. SUE is a sub-discipline of civil engineering that defines the process of locating and documenting existing underground utilities. This process helps identify potential conflicts that can then be mitigated or resolved completely prior to

construction. There are four (4) standard levels, known as quality levels (QL), of SUE (listed in order from least to most complex):

- QL-D: information based on records only
- QL-C: includes QL-D and visible above ground features such as: manholes, valve boxes, posts, poles, etc.
- QL-B: includes QL-C and geophysical data (e.g. ground penetrating radar)
- QL-A: includes QL-B and non-destructive excavation (e.g. air or hydro-excavation / "potholing") to determine the precise location, dimensions, and condition of underground utilities.

This PSA (COF Contract No. 2021-0342) will authorize SAM to perform the SUE on Church Street. For this project, staff has asked SAM to provide a scope of services to provide QL-B and some QL-A investigations, which will result in a formal report and CAD file containing the existing utilities found during the investigation. The information provided by this vendor will be critical in providing a design that can be constructed on time and in a manner that is the least disruptive to surrounding businesses and residents.

FINANCIAL IMPACT:

This PSA (COF Contract No. 2021-0342) shall be paid monthly with a contract ceiling not to exceed \$120,206.40. Expenses will be charged to General Ledger (GL) Code 310-89420-43100.

RECOMMENDATION:

Staff recommends that COF Contract No. 2021-0342 with Surveying And Mapping, LLC be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0342**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **SURVEYING AND MAPPING, LLC** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide appraisal and related technical services in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

**Subsurface Utility Engineering for the
Church Street Improvements Project**

1. SCOPE OF SERVICES. The Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. The Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not to Exceed Amount of **One Hundred Twenty Thousand Two Hundred Six and 40/100 Dollars (\$120,206.40)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by the City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by the City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. The City, or its authorized representative, will:

- 2.1 Provide the Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for the Consultant's necessary field studies and surveys. The Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 The Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither the City nor the Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 TERMINATION FOR CONVENIENCE. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

- (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (4) The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 TERMINATION FOR CAUSE. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 TERMINATION FOR NON-APPROPRIATION. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY. Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS. The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, the Consultant agrees to indemnify, defend, and hold harmless the City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest the Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by the Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the Consultant makes no representations as to long term compatibility, usability, or readability, of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, the Consultant at the beginning of this Project.

- 7.6 The City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. The City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as the City deems adequate to indemnify the City, the Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between the City and the Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by the City and the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

THE CITY OF FRANKLIN, TENNESSEE:

SURVEYING AND MAPPING, LLC:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



Delivery Method:

Via Email: william.banks@franklintn.gov

December 2, 2021

William Banks, P.E.
City of Franklin
109 Third Avenue South – Suite 133
Franklin, TN 37064
615-550-6677

RE: **Subsurface Utility Engineering Services
Church Street Improvement Project\ Franklin, TN
SAM Project Number- 1021066500**

Dear Mr. Banks:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal for professional Subsurface Utility Engineering (SUE) Quality Level A, B and Surveying services to The City of Franklin for the Church Street Improvement Project in Franklin, TN. This proposal has been prepared based on our November 04, 2021 conversation and revised based on our November 29, 2021, and December 02, 2021, conversations.

After you have reviewed the attached proposed Scope of Services and associated fees, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to be of service. We are looking forward to working with you on this important project.

Sincerely,

Surveying And Mapping, LLC.

Rhett Sloan
Senior Project Manager
(c) 234-417-9988

Attachments:

- Proposal
- A. Site Map
- B. Standard Rate Schedule



1.0 Project Description

SAM proposes to provide subsurface utility engineering (SUE) services in an attempt to identify existing utilities (hereafter referred to as underground utilities) within the outlined area shown on **Attachment A** (outlined area). This investigation is to aid the depiction of existing utilities to identify potential conflicts with the proposed development for the Church St improvement project in Franklin, TN.

The work will be conducted in accordance with the Construction Institute (CI)/American Society of Civil Engineers (ASCE) Standard 38-02, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. This document is the standard upon which SUE is conducted, defining the service as:

A branch of engineering practice that involves managing certain risks associated with: utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to certain parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

2.0 Scope of Services

The proposed scope of services includes:

2.1 Records Research - Quality Level D

Conducting utility records research to assist in identifying utility owners that may have facilities on or be affected by the project. Applicable utility owner records will be requested, responses will be documented, and record information will be compiled. Designating staff will review records for indications of additional available records, duplicate information, and a need for clarifications by utility owners.

2.2 Incorporate above ground features - Quality Level C

Identifying surface features on the topographic plan and ground surface that are surface appurtenances of existing subsurface utilities. If records and features do not agree, further record review and field reconnaissance will be undertaken to resolve discrepancies. Work will incorporate Quality Level D findings. SAM will utilize the client's records, GIS System, and any other provided documents showing the existing Sanitary Sewer and Storm system to investigate the systems with the objective of achieving Quality Level C within the intersection of Fourth Avenue and Church Street. Where not possible, lower Quality Levels will be established and shown as such within the deliverables.

2.3 Designating and Marking - Quality Level B

SAM staff will utilize the suite of geophysical equipment in each vehicle to attempt to designate the utilities identified in the Project Description within the area(s) of interest. Quality Level B services for this project include:

- Obtaining permits from city, county or other municipalities to allow SAM, LLC staff to work in streets, roads, or right-of-ways.
- Utilizing normal traffic control, including standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign.
- Designating and marking underground utilities within the project limits using an appropriate suite of surface geophysical methods. Typical equipment utilized includes:



- Radiodetection - RD8100 and Metrotech Vivax VM 810 & vLocML Cable and Pipe Locator
- GPR - Single and/or Dual Frequency
- Rodders, Sondes (transmitters) and Receivers for non-conductive utility detection, other than electric.
- Marking the utilities at maximum 50 foot intervals and at changes in direction.
- Attempting to locate water lines, force mains, and other non tonable utilities using ground penetrating radar. If successful, these utilities will be marked as Quality Level B. If unsuccessful, these utilities will be marked Quality Level D. If appropriate, Test Holes may be recommended to establish the precise location for design.
- Marking each utility run with the appropriate surveying code and number for each mark. This will be noted on the field sketch for use by the surveyor and our quality control staff.
- SAM will survey markings, and any other pertinent information, as is reasonably ascertainable, that indicate the presence of a utility. Horizontal data will be held to the accuracies and precision dictated by the project's survey control.
- Plotting survey data on base plans provided by client using either AutoCAD or MicroStation platforms.
- Providing a deliverable including engineering drawing(s) shown in plan view using the approved color codes for found utilities in accordance with CI/ASCE Standard 38-02 complete with utility professional seal and signature.

2.4 Locating - Quality Level A

Quality Level A services will include performing an estimated 30 test holes throughout the project area to establish the exact location and elevation of critical utilities that may conflict with future construction at intersections. **This estimation is based on the current understanding of utility congestion at the intersections within the project limits.** SAM will use minimally intrusive excavation techniques that protect the integrity of the utilities in question, and that of other lines that may be encountered. The test hole will be excavated using air and/or water assisted vacuum excavation equipment intended for this purpose.

The excavation procedure will include:

- Clearing the Test Hole area of surface debris.
- In paved areas, neatly cutting and removing existing pavement. Cut shall not exceed 225 square inches unless otherwise approved.
- Excavating the Test Hole utilizing the above described equipment. The nominal diameter will not exceed 15 inches unless otherwise approved. Care will be taken to avoid damaging lines, wrappings, coatings, cathodic protection or other protective coverings and features. Hand digging will be conducted to the extent necessary to supplement the vacuum excavation process.
- Exposing the utility only to the extent required for identification and data collection purposes.
- Storing excavated material for re-use or disposal at an approved location near the project, as appropriate.



Data collected from the Test Hole will be recorded on a standard SAM, LLC *Test Hole Data Sheet* that will be subsequently sealed and dated. The location will be shown on the drawing. Data will include:

- Utility owner (if known)
- Top and/or bottom elevation of the utility relative to an above ground mark to a vertical accuracy of +/- 0.05 feet.
- Field sketch showing horizontal location referenced to a minimum of two physical structures existing in the field.
- Approximate centreline bearing of utility.
- Outside diameter of pipe, width of duct bank, and configuration of multi-conduit systems.
- Utility structure material composition, when reasonably ascertainable.
- Other pertinent information.

Site restoration will include:

- Replacing bedding material around exposed utility lines.
- Backfilling and compacting the excavation using a steel tamper bar in one foot lifts.
- As applicable, providing permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
- For excavations in unpaved areas, restoring disturbed area, to the extent practical, to reflect pre-existing conditions.
- Furnishing and installing permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centreline of the utility.
- Surveying the test hole marker.

The deliverable will include Test Hole Data Forms depicting found utility information in accordance with CI/ASCE Standard 38-02 complete with professional seal and signature. SAM will also update the existing CAD file with the test hole location(s).

Limitations

The degree of success of GPR investigation is based entirely on the composition of the medium being studied and the depth and scale of the subsurface targets. Subsequently, due to the unknown nature of the soil and its susceptibility to the passage of radar/electromagnetic energy or the degree of which subsurface interfaces may produce distinguishable anomalies in the data, conclusive results cannot be guaranteed. Therefore, the possibility exists that our findings may prove inconclusive.

3.0 Cost Proposal

SAM, LLC proposes to complete the above described scope of services in accordance with the Standard Terms and Conditions included as **Attachment B** for the Lump Sum Cost of **\$120,206.40**. The cost breakdown is provided in **Table 1** below. If additional services are provided, the work will be billed in accordance with our standard rate sheet included as **Attachment C**. Any unused Test Holes, once SAM and the client have mutually agreed that all achievable and required information has been collected, will not be billed for in final invoice.



Table 1
Cost Breakdown

Task	Total
Designating and Marking - Quality Level B (Includes Survey)	\$ 63,767.80
Traffic Control-Quality Level B (6 Days Estimated)	\$ 2,600.00
Locating - Quality Level A (<i>Estimated 30 Locations/\$1,534.62 per location</i>) <i>If additional locations are selected, a minimum of 3 locations shall be selected.</i>	\$ 46,038.60
Traffic Control-Quality Level A (6 Days Estimated)	\$ 7,800.00
Total Lump Sum Fee:	\$120,206.40

This cost estimate is based on our current understanding described in the project description, the scope of services, and the assumptions listed below. In the event these items change in the course of this project, the SAM project manager will be in touch concerning changes to the project cost and schedule.

4.0 Assumptions

Proposal

- This proposal is valid for a period of 90 days.

Required by Client

- Access
 - Client will provide complete access to the project site, for all staff, equipment, and company vehicles, between the hours of 9:00 a.m. and 3:00 p.m. This is inclusive of sidewalks in front of businesses and private residences and curbside parking on either side of the road. *Excluding Festivals*
- Notification and Coordination
 - Client will notify local property owners of the work activities and schedule.
 - Client will facilitate coordination with the site owners to the extent required.
- Records
 - To the extent available, client will provide copies of available records for existing facilities and improvements prior to commencement of work.
 - To the extent available, client will provide CAD file of all survey information including previously found utilities, topographic features and survey control prior to the commencement of work.
- Work Permits, Entry, and Training
 - Client will facilitate work, excavation permits and entry forms to the extent required by the project.
 - Project specific training will not be required.
 - Confined space entry is not required.
- Safety
 - Client will facilitate safe access for vehicles, equipment, and personnel.



Traffic Control

- Traffic control requiring lane closures, traffic detouring, flag persons, police, etc., is considered special traffic control and is included in this scope of services. Special traffic control is required, SAM, LLC will provide this service utilizing a specialty subcontractor when the City of Franklin cannot adequately assist.

Weather:

- SAM will notify the client of snow cover or other issues that may impede or delay the investigation.

Quality Level B Services

- General Scope of Work:
 - Unless requested, utilities designated will not include: a) septic tanks and distribution boxes, drain fields or abandoned wells. b) non-accessible empty conduits or empty utilities, c) vault or manhole limits/ dimensions, d) irrigation, fountain or sprinkler systems, e) underground storage tanks and associated piping/ wiring., f) traffic loop detectors, g) utility tunnels, h) traffic control/signalization related power and communications, i) illumination wiring, j) railroad signalization, k) grounding grids, l) grease traps and associated piping,
 - SAM will collect Utility depths, of found utilities during the course of our investigation, to be included as a separate deliverable, not certified, and is for informational purposes only.
 - Storm and Sanitary lines/structures are included in this scope, at the intersection of Fourth Avenue and Church Street, and will be shown as QL-C, where verified in the field, in the deliverables.
 - The survey of utility data designated by SAM will be completed by SAM, LLC and the horizontal data will be held to the accuracies and precision dictated by the project's survey control.
 - This work does not include de-watering vaults/manholes of telecom and or electric utilities. SAM will request this work to be done by the utility owner or can supply a supplemental fee for this work.
 - SAM will utilize water based paint to mark utilities.
- Limits of Technology:
 - The scope of services is limited to the extent of the technology utilized. Non-metallic piping, inactive electric and/or communication lines may or may not be found. SAM will not be responsible for omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.
 - Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
 - Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during Records Research, and for which there is no prior knowledge. SAM will use our standard search protocol employing electromagnetic and GPR technologies to conduct sweeps of the area in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.



- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, physical verification (through vacuum excavation or otherwise) is the only subsurface utility data that is collected to applicable engineering and/or surveying standards.
- Other surface geophysical methods, such as terrain conductivity and point to source transmitters can be used, as appropriate. These techniques, although typically involving extra expense, can further refine the utility model. Generally, these extra refinements are not cost effective, and SAM, LLC will not apply these techniques without authorization of the client. However, SAM, LLC can recommend appropriate techniques on a case-by-case basis.
- Work Product/ Deliverables:
 - Record information utilized to create digital line work is placed in accordance with professional judgement as a best fit alignment. In doing this the owner should be aware of the inaccuracies that may accompany these decisions.
 - Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction. The use of this information does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, providing notification to utility owners or One-Call centers before excavation.
 - SAM will develop a electronic file depicting its findings in accordance with ASCE 38-02 utilizing the applicable line types and color codes for the project. Supplemental field data can be provided upon request.

Quality Level A Services

- If the utilities are over 10 feet deep or a significant large gravel or caliche is encountered, non-destructive vacuum excavation techniques may be unsuccessful uncovering the utility. In such a case, the Test Hole results will be inconclusive.
- Every effort will be made to excavate the Test Hole over the utility. However, if multiple holes are required to identify its location, additional charges will be incurred.

5.0 Schedule of Services

Based on a written agreement and notice to proceed, we will mobilize within 14 days and complete the Quality Level B and initial Quality Level A work in a safe and efficient manner working 9:00 a.m. to 3:00 p.m. Monday - Friday pending no weather delays or conditions beyond our control. SAM, LLC will submit the deliverable drawings and CAD file within 14 days upon the final collection of field data. Weather will be paramount to the success of a geophysical investigation and changing weather conditions may elongate the schedule of services. The project manager for SAM will keep the client apprised of the progress and any delays that occur.

Additional Quality Level A Test Holes can be completed, as needed and as approved by client, after the review of the Quality Level B investigation, under a separate proposal and at additional costs, at the day rates shown here within.



ATTACHMENT A
SITE MAP

Area to be investigated (shown as blue-outlined/yellow-shaded)





ATTACHMENT B

STANDARD RATE SCHEDULE

Effective February 1, 2021

SURVEY OFFICE PERSONNEL RATES:

Principal/Department Manager	\$210.00 per hour
Senior Project Manager	\$190.00 per hour
Project Manager	\$155.00 per hour
Staff Surveyor	\$135.00 per hour
Task Manager	\$135.00 per hour
Project Coordinator	\$115.00 per hour
Surveyor-In-Training (SIT)	\$105.00 per hour
Senior Survey Technician	\$95.00 per hour
Survey Technician	\$85.00 per hour
Administration / Clerical Support	\$75.00 per hour

SURVEY FIELD CREW RATES:

One (1) Person Survey Field Crew	\$105.00 per hour
Two (2) Person Survey Field Crew	\$145.00 per hour
Three (3) Person Survey Field Crew	\$185.00 per hour
Field Coordinator	\$100.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$40.00 per hour

SUBSURFACE UTILITY ENGINEERING (SUE) OFFICE PERSONNEL RATES:

Principal/Department Manager	\$210.00 per hour
Sr. Project Manager	\$190.00 per hour
Project Manager/Senior Engineer	\$155.00 per hour
Staff Engineer	\$135.00 per hour
Task Manager	\$135.00 per hour
Graduate Engineer	\$105.00 per hour
Senior SUE Technician	\$95.00 per hour
SUE Technician	\$95.00 per hour
Administrative Assistant	\$75.00 per hour

SUBSURFACE UTILITY ENGINEERING (SUE) FIELD CREW RATES:

SUE Field Manager	\$153.00 per hour
Field Supervisor	\$100.00 per hour
Senior SUE Field Technician	\$95.00 per hour
SUE Field Technician	\$95.00 per hour
Two (2) Person Vac Crew with one (1) Unit	\$247.00 per hour
Two (2) Person Vac Crew With One (1) Unit Overtime Rate*	\$272.00 per hour
Three (3) Person Vac Crew With One (1) Unit	\$322.00 per hour



Three (3) Person Vac Crew With One (1) Unit Overtime Rate* \$360.00 per hour

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	\$300.00 per hour
Senior Project Manager	\$225.00 per hour
Acquisition Manager	\$215.00 per hour
Project Manager	\$175.00 per hour
Aircraft Pilot	\$205.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	\$215.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$350.00 per hour
Photogrammetrist / Project Lead /sensor operator (Tech3)	\$120.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	\$110.00 per hour
LiDAR / Photogrammetry Technician (Tech1)	\$98.00 per hour

NOTES

*Per Diem based on GSA rates and may change depending on location and availability of accommodations. This is a general practice and used for estimating purposes.

Travel & Subsistence

All travel and subsistence expenses for personnel are invoiced at GSA Rates or as allowed by the Client contract. Cost of mileage on company-owned vehicles is computed at the current IRS mileage allowance.

Purchased Services

All purchases services are invoiced at actual cost plus ten percent (10%) administrative fee. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

Taxes:

Any state/local sales tax or gross receipts tax, if applicable to the services provided, are in addition to the hourly rates and will be applied on the invoice for services.

Labor Rate Adjustment:

The Schedule of Rates will remain in force for a twelve (12) month period from the effective date of utilization and subject to an escalation on each “twelve (12) month anniversary date” unless otherwise agreed to by Client contract. The escalation rate shall be the most recent 12-month Employment Cost Index (ECI) as published by the United States Department of Labor (DOL), Bureau of Labor Statistics. In no event shall the next twelve (12) month Schedule of Rates be less than the prior period.



File #: 21-02700

DATE: November 30, 2021
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2020-0124, A Professional Services Agreement With Kimley Horn And Associates, Inc. For The Final Design And Limited Construction Administration Of The Harlinsdale Main Barn At A Cost Increase Not To Exceed \$173,500.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement (PSA) with Kimley-Horn & Associates, Inc. (Kimley-Horn) to provide final design plans and limited construction administration for the Harlinsdale Main Barn project.

BACKGROUND/STAFF COMMENTS:

On February 12, 2019, the BOMA approved Resolution 2019-08 to accept The Park at Harlinsdale Farm Master Plan. Subsequently, several improvements to the park were included for consideration during the prioritization of the Capital Investment Program (CIP) for fiscal years (FYs) 2019-2028. Ultimately, the BOMA approved Resolution 2019-68 to adopt the project list for the FYs 2019-2028 CIP. Included in that project list was the restoration of and improvements to the Main Barn at The Park at Harlinsdale Farm at an estimated cost of \$1,717,070.

On July 14, 2020, the BOMA approved a PSA (COF Contract No. 2020-0124) in the amount of \$255,000 with Kimley-Horn, who is one of the Parks Department's on-call consultants, to provide 60% design documents for the restoration and improvements to the Harlinsdale Main Barn. Now that this initial phase of design is wrapping up, staff decided to continue with the Kimley-Horn team to provide the final, 100% design/construction plans and limited construction administration. The approval of Amendment No. 1, at a cost increase not to exceed \$173,500, will finalize the design for construction and will provide a limited role for the design team to assist City staff with technical issues during construction.

FINANCIAL IMPACT:

The cost of this amendment is \$173,500.00. Expenses for this project have been programmed to be paid from the Hotel/Motel Tax Fund. This corresponds to a General Ledge (GL) code of 150-89310-47100.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2020-0124 with Kimley-Horn and Associates, Inc. at a cost increase not to exceed \$173,500 be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HARLINSDALE MAIN BARN
COF Contract No. 2019-0124**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 20____, by and between the **City of Franklin, Tennessee** ("City") and **Kimley-Horn and Associates, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, on July 14, 2020, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Harlinsdale Main Barn**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Lump Sum Fee of TWO HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$255,000.00), for engineering related technical service, as detailed in the Scope of Services, to provide sixty percent (60%) design plans; and

WHEREAS, the proposed work, as detailed in the Scope of Services in the Agreement, is complete; and

WHEREAS, the City has requested a proposal from the Consultant to continue the design and to provide final, construction-ready plans and limited construction administration services; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated October 11, 2021, to provide the additional services requested by the City at a Cost Increase Not to Exceed **ONE HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$173,500.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an Amendment to the Agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, dated October 11, 2021, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the amount Not to Exceed **ONE HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$173,500.00)**.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers.

For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement, dated July 14, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

KIMLEY-HORN AND ASSOCIATES, INC.

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 01 dated October 11, 2021 to the agreement between City of Franklin ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated July 14, 2020 ("the Agreement") concerning Harlinsdale Main Barn (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 1 – Project Coordination Services and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

Task 1.1 Design Resolution Meeting

The Consultant will attend one meeting with COF staff to review the design comments received to date in order to resolve any conflicting items prior to moving into final design.

Task 1.2 Planning Commission

The Consultant will attend one (1) Design Review Committee meeting and one (1) Planning Commission meeting in order to answer any questions.

Task 1.3 Historic Zoning Commission

The Consultant will attend two (2) meetings during the Historic Zoning review and approval process.

Task 2 – Construction Documents

Task 2.1 – Final Plans

The Consultant will address City comments from the pricing set and make final edits and prepare 100% Construction Plans. The major scope changes that will be addressed are adding a new roof in the base bid and removing the future parking lot expansion from the design plans. It is anticipated this set of plans will be 24"x36" in size and will consist of the following sheets:

- Cover Sheet
- General Notes
- Existing Conditions
- Demolition Plan
- Erosion and Sediment Control Plan
- Site Plan
- Grading and Drainage Plan
- Landscape Plan
- Irrigation Plan
- MEP Plan

- Utility Plan
- Building Floor Plans
- Exterior Elevations
- Building Sections
- Exterior Details
- Trim Details
- Finish Selections (i.e. plumbing and electrical fixtures, flooring, counters, hardware, and color and textures included in design)

Task 2.2 – Technical Specifications

The Consultant will provide limited construction specifications in standard 3-part format for the proposed project improvements as deemed necessary by the Consultant for site work, site preparation, concrete, asphalt, landscaping, architectural elements, MEP, and utilities.

Task 3 Permitting

The Consultant will submit the project plans to the City's Development Review Team and Historic Zoning Commission. Kimley-Horn will submit applications for the following permits on the City's behalf. This task will consist of coordination and comment responses for up to two (2) rounds of review comments in this contract.

- City of Franklin Development Review Team
- Historic Zoning Commission
- NPDES Permit

The Consultant will prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for coverage under the State of Tennessee's NPDES Construction General Permit. The SWPPP will include a three-phase erosion prevention and sediment control plan and other applicable erosion prevention and sediment control Best Management Practices (BMPs) for the site according to the Tennessee Erosion and Sediment Control Handbook. The Client will be responsible for paying all necessary permit and application fees. Kimley-Horn will submit the NOI to the City of Franklin for review and coverage under the NPDES Construction General Permit. Kimley-Horn will address one round of comments and resubmit plans for approval. No other TDEC or ACOE permitting is anticipated for this project and thus is not including in the base scope of services.

The Consultant has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and the probability and timeframe for approvals are made solely on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of the permits will not vary from its opinions or that all issues that may impact the permitting process have been investigated.

Task 4 Bid Phase Services

Task 4.1 - Requests for Information (RFI)

The Consultant will respond to a consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate.

Task 5 – Limited Construction Administration

Task 5.1 Construction Kickoff Meeting

Under this contract, the Consultant will attend a construction kickoff meeting with the selected contractor and City to discuss project schedule and important items.

Task 5.2 Construction Meetings and Site Visits

The Consultant will provide construction observation services during the construction of the project. Site visits to observe construction of site improvements are listed as below:

- Up to ten (10) site visits to observe general construction progress or to respond to Contractor needs.
- Two (2) punchlist reviews upon Contractor substantial completion.

Additional site visits beyond those listed above will be made up the Client's request but will be billed as an Additional Service and are not part of the base scope of services.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Consultant shall not have the authority to stop the Contractor's work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Task 5.3 Shop Drawings

Kimley-Horn will review shop drawings from the Contractor during construction only for conformance with information given in the contract documents and either approve or provide comments. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 6 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

Amendment No. 1 to COF Contract No. 2020-0124 - Attachment A

- Additional meetings beyond those outlined in the above scope
- Additional design revisions beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Additional permitting beyond those outlined in the above scope
- Interior design beyond what was submitted in Design Development package December 2020
- Pre-bid meeting attendance
- Bid opening attendance
- Review of bids
- Contractor pay application review
- As-built drawings
- Others as requested by the Client

Consultant and Client agree to the following general schedule in connection with the services set forth above:

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Tasks 1 – 5 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Project Coordination Services and Meetings	\$ 9,800
Task 2 – Construction Documents	\$121,500
Task 3 – Permitting	\$ 12,400
Task 4 – Bid Phase Services	\$ 4,200
Task 5 – Limited Construction Administration	\$ 25,600
Total Lump Sum Fee	\$173,500

CLIENT:

CITY OF FRANKLIN, TENNESSEE

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____



File #: 21-02701

DATE: November 30, 2021
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 2 To COF Contract No. 2019-0376, A Professional Services Agreement With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$41,500.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 2 to the Professional Services Agreement (PSA) with Barge Design Solutions, Inc. (Barge) for additional engineering services in the design of Bicentennial Park.

BACKGROUND/STAFF COMMENTS:

On March 10, 2020, the BOMA approved a PSA (COF Contract No. 2019-0376) with Barge to provide design services for the Bicentennial Park Project. After design was well underway, a winter storm caused the collapse of the most recent addition to the remaining structure on February 18, 2021. Due to safety concerns, the City subsequently hired a vendor to demolish and remove the collapsed portion of the structure. On June 23, 2020, the BOMA approved Amendment No. 1 to COF Contract No. 2019-0376, which allowed the Barge design team to perform additional inspection and analysis on the remaining portion of the structure to determine the feasibility of it remaining as originally planned. Ultimately, the additional inspection and analysis revealed that it would be in the City's best interest to demolish the remaining structure and replace it with a similar prefabricated metal pavilion. Therefore, the City chose to hire a vendor to demolish and remove the existing steel structure.

Amendment No. 1 will allow the Barge design team to provide the additional engineering design needed to integrate the new prefabricated steel building into the existing design plans. This will also allow the project team the opportunity to make any minor design changes to the new structure to better suit the site and its final use that may not have been possible when trying to integrate the design with the original structure.

FINANCIAL IMPACT:

The original contract was for a lump sum amount of \$439,500. Amendment No. 1 was at an increased cost of \$22,500. Amendment No. 2 is \$41,500. With the approval of Amendment No. 2, the contract (COF Contract No. 2019-0376) ceiling will become \$503,500. Expenses for the original contract have been billed to the General Ledger (GL) code of 155-89310-44704, which corresponds to the Parkland Dedication Quadrant 4 Fund. It is anticipated that the additional expenses of Amendment No. 2 will be billed to the same source, unless otherwise directed by the Finance Department.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2019-0376 with Barge Design Solutions, Inc. at a lump sum cost increase of \$41,500 be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR BICENTENNIAL PARK
COF Contract No. 2019-0376**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 202__, by and between the **City of Franklin, Tennessee** ("City") and **Barge Design Solutions, Inc** ("Consultant").

WITNESSETH:

WHEREAS, on March 10, 2020, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Bicentennial Park**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of **FOUR HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$439,500.00)** for engineering related technical services, as detailed in the Scope of Services; and

WHEREAS, on June 23, 2020, the Board of Mayor and Aldermen ("BOMA") of the City approved Amendment No. 1 to the Agreement with the Consultant for additional design work at a Lump Sum Cost Increase of **TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00)**; and

WHEREAS, in early 2020, a portion of the existing steel structure collapsed, and the City ultimately decided that it was in the best interest of the project and to ensure the safety and welfare of the public to demolish and to remove the remaining portion of the existing steel structure; and

WHEREAS, the City and the Consultant realize that additional design work will be needed to integrate a replacement prefabricated steel pavilion structure into the existing design plans; and

WHEREAS, the Consultant has provided a Proposal, dated November 2, 2021, for an increase in engineering and related technical services, at a lump sum cost increase of **FOURTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$41,500.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, dated November 2, 2021, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the Lump Sum amount of **FOURTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$41,500.00)**;

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement, dated March 10, 2021, and Amendment No. 1, dated June 23, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

BARGE DESIGN SOLUTIONS, INC.:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

November 2, 2021
File No. 35968-01

Ms. Shahad Abdulrahman
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

RE: BICENTENNIAL PARK – FACILITIES AMENDMENT #2

Dear Ms. Abdulrahman:

Barge Design Solutions, Inc. (Barge) encloses the details of Contract Amendment #2 based on the decision of the City of Franklin to remove the remaining portion of the damaged structure and replace it with a new structure like the existing. Attachment A details the additional effort required to replace the rest of the structure.

If we have not fully addressed your project requirements, or if you have questions regarding the proposal, please advise me immediately by calling (615) 252-4329.

We anticipate this work being performed under the terms and conditions of the current Bicentennial Park contract with the fee being adjusted to accommodate Amendment #2. Please let us know if this is not the case.

Sincerely,
Barge Design Solutions, Inc.



Adrian Ward
Manager

Enclosures

cc: Mr. Paul Holzen, City of Franklin
Ms. Lisa Clayton, City of Franklin
Barge Project Team

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The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

The Bicentennial Park Improvements project is located in the City of Franklin (COF) between 3rd Avenue, North Margin Street, and the Harpeth River and consists of approximately 10 acres. The project includes proposed design improvements of the existing pavilion structure, development of the park, and general upgrades to establish a new event space for the City. The intent and purpose of this park is to serve multiple uses by the COF Parks Department, including entertainment and other types of venues, as well as to serve as a park for the general community.

On September 24, 2021, Barge was informed that the remainder of the existing pavilion structure (approximately 14,000 square feet) was to be demolished based on Barge's recommendations in response to the Observation Report provided by TTL. Based on conversations with the COF and additional review of the existing foundations after demolition, this amendment addresses the replacement of the structure with a building type that is like the previous structure, utilizing existing foundations where possible and replacing other foundations where required. This amendment is in addition to Amendment 1, which accounts for the design services for the replacement of the original structure that collapsed (approximately 8,200 square feet) due to snow.

II. Scope of Services

Barge proposes the following Scope of Services.

Structural

A. Replacement Pavilion Design:

1. Barge will provide construction documents detailing new steel framing that is to replace the balance of the pavilion structure that was recently removed. Please note that the structure will be one structure and tie into the structure from Amendment 1 as this separation will not be required or recommended now.
2. The new structure will be provided by Pre-Engineered Metal Building (PEMB) manufacturer/supplier with goal of matching the existing structures geometry.
3. Barge will review and coordinate the PEMB specifications with architectural.
4. All project requirements and constraints will be coordinated with the PEMB manufacturer/supplier.



**Attachment A – Scope of Work
Bicentennial Park – Amendment #2
City of Franklin, TN
November 2, 2021**

5. Replacement of twelve (12) of the existing concrete pedestals at the base of columns.
 - a. Pedestals will be demolished and rebuilt to meet the current building codes.
 - b. Slabs will be replaced at the locations where the pedestals are replaced.
6. Barge anticipates the following structural sheets will be impacted:
 - a. S0.01
 - b. S0.02
 - c. SD1.01 (to be deleted)
 - d. S1.01
 - e. S1.02
 - f. S3.01
 - g. S3.02

Architectural

- A. Coordinate with Structural and Foundation Changes
 1. Barge will revise the construction drawings based on the proposed replacement of the structure.
 2. Barge will review, coordinate, and update the PEMB specifications as required to incorporate the changes to the design.
 3. Barge will review and update the construction documents to reflect the new structure and coordinate civil, structural, mechanical, and plumbing to the original design intent.
 4. Architectural changes will include, but are not limited to, the following:
 - a. Ramp/guardrail configurations, if impacted
 - b. Guardrail locations
 - c. Roof and gutter modifications
 - d. Revised notes and annotations
 5. Barge anticipates the following sheets to be impacted:
 - a. A1.00
 - b. A1.01
 - c. A1.02
 - d. A1.03
 - e. A2.01
 - f. A3.01
 - g. A3.02
 - h. A4.01
 - i. A4.02
 - j. A9.01

Mechanical, Plumbing and Fire Protection

- A. Coordinate with Structural changes
 1. Barge will coordinate roof drains and gutter downspout locations for new buildings with the previously approved design.
 2. Barge will coordinate HVLS fan weights with the structural engineer and PEMB.
 3. Barge will coordinate routing of overhead piping and weights with the structural engineer and PEMB.
 4. Barge will update backgrounds for floor plans (as needed) with new building design details.



5. Barge anticipates the following sheets to be impacted:
 - a. M101
 - b. P101
 - c. F101
 - d. MD101 (to be deleted)
 - e. PD101 (to be deleted)

Electrical

- A. Coordinate with Structural and Architectural Changes
 1. Barge will update backgrounds for floor plans (as needed) with new building design details.

III. Project Understanding, Assumptions, and Exclusions

- A. No additional foundation design other than the replacement pedestals in the structural scope of work noted above will be required.
- B. Geotechnical report provided by the COF will be used as the basis to confirm adequacy of foundations.
- C. Architectural fee includes only effort required to adjust the existing design to match the proposed PEMB. No effort has been included to make additional changes not otherwise mentioned.
- D. Barge will have access to the site and adjoining areas, as required.
- E. It is the design intent to replace the existing structure with a code compliant structure that matches the previous structure, elevations, gable profiles, and eave heights and that the COF will act as liaison with the historical zoning commission and other COF agencies on behalf of Barge to allow the replacement of the structure. No additional zoning, codes approvals, or planning approvals will be required beyond the standard COF permitting process for this site.
- F. Schedule is dependent upon the timely receipt of critical information, such as input from the COF, responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the design and construction schedule. If the information is not received in a timely manner, additional design fees or time may be required.
- G. Any Special Waste Permit requirements from Tennessee Department of Environment and Conservation (TDEC), as well as associated fees, are by the Contractor or Client. Barge will work with TDEC to identify those requirements and include those in the bid documents.
- H. Assumes project is not to be Leadership in Energy and Environmental Design (LEED)-certified.

The following excluded services can be provided as an additional service with an appropriate adjustment in fees and schedule.

- A. Construction phase or additional geotechnical services.
- B. LEED design, documentation, and administration.
- C. Preparation of multiple, separate construction contract packages.
- D. As-built surveys and/or construction record surveys.
- E. Record drawing preparation based upon markups prepared by the general contractor.



- F. Development of perspective and/or presentation drawings.
- G. Lead-based paint and asbestos testing.
- H. Marketing services (web art, color plans, 3D model construction, still photography).

IV. Time of Performance

Barge is prepared to begin work immediately upon receipt of a signed Professional Services Agreement or written authorization to proceed. Following the notice to proceed (NTP), Barge anticipates the following schedule with a ten (10)-week duration.

Task	Duration (weeks)	Weeks from NTP
Receive NTP	0	0
Coordinate with PEBM and request column reactions	6	6
Finalize Drawings and Submit to COF for CD Update Review	8	8
Issue for Bids/Permitting	2	10

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information, collaboration, and decisions as required to support completion of the scope of work as described in this agreement.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Provide project budget.

VI. Deliverables

The following is a list of probable deliverables that will be produced as part of this effort.

- A. PDFs of Conceptual plans for review
- B. PDFs of Design Development plans for review
- C. PDFs of Construction Documents plans and specifications for review
- D. PDFs of permit sets

VII. Compensation

The compensation to be paid to Barge for providing requested services shall be as follows.

Additional Architectural & Engineering Services	Lump Sum	\$41,500
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File #: 21-02710

DATE: December 2, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For December 2021.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

1. Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
2. Hover your mouse over "Our City" or "Business",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Projects Dashboard

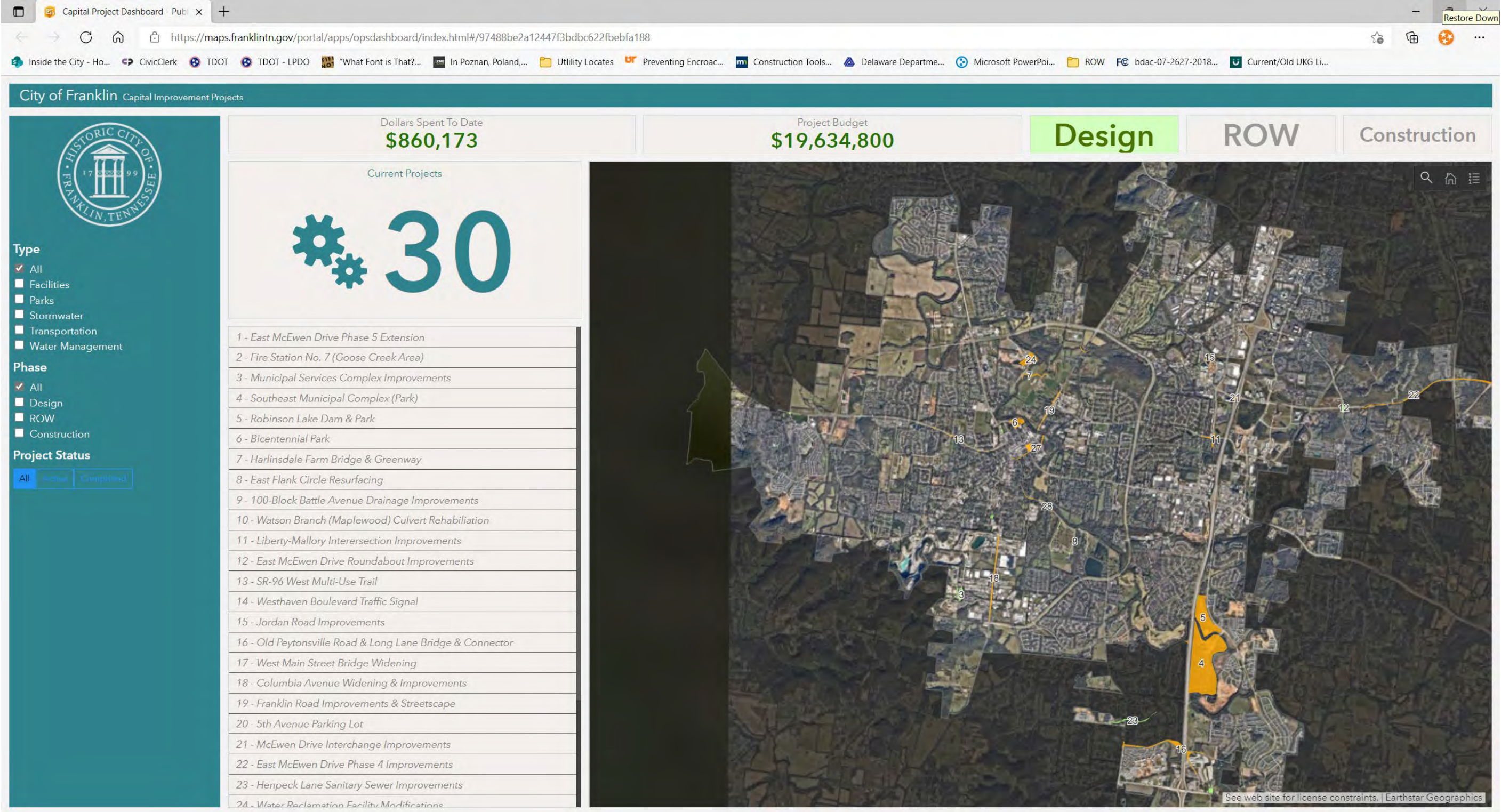


Image Captured from City of Franklin Website on 12/2/2021

Go to www.franklintn.gov >> Hover over “Our City” >> Click on “City Projects” >> Click on “Capital Projects Dashboard”

OR

Go to www.franklintn.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “Capital Projects Dashboard”

January 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13 2pm	14	15
16	17	18	19	20	21	22
23/ 30	24/ 31	25	26	27	28	29

February 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10 1pm	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10 1pm	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14 1pm	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12 1pm	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Sun	Mo	Tue	Wed	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16 2pm	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/ 31	25	26	27	28	29	30

August 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11 2pm	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8 2pm	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13 2pm	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

November 2022

Sun	Mo	Tue	Wed	Th	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1 2pm	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Finance CIC BOMA Holiday

REVISED 9-27-21