



Meeting Agenda

Capital Investment Committee

Thursday, June 23, 2022

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The May 26, 2022 Capital Investment Committee Meeting.

NEW BUSINESS

2. Consideration Of DRAFT Amendment 1 To COF Contract No. 2021-0332, A Professional Services Agreement With Hazen And Sawyer For The Additional Design of Water And Sewer Line Improvements In the Downtown Area In An Amount Not-To-Exceed Of \$326,500.00.

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

3. Consideration Of COF Contract No. 2021-0300, With 360 Network Solutions, LLC For The SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 12791.00) In The Amount Of \$318,667.82.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

4. Consideration Of COF Contract No. 2022-0064, With Temple Inc For The SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 12791.00) In The Amount Of \$109,962.00.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

5. Consideration Of COF Contract No. 2022-0135, With Walker Consultants For Parking Count Services For Downtown Franklin Public Parking Lots In The Amount Not To Exceed \$34,900.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

6. Consideration To Grant Water Availability For 910 Sunset Ridge (Map 037A, Parcel 00200).

Sponsors: Michelle Hatcher, Scott Andrews

7. Capital Projects Dashboard And Status Updates For June 2022.

Sponsors: Paul Holzen, Jonathan Marston

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.

CAPITAL INVESTMENT COMMITTEE MEETING MINUTES
THURSDAY, MAY 26, 2022 @ 3:30 PM
CITY HALL BOARDROOM
FRANKLIN, TENNESSEE

Committee Members

Alderman Beverly Burger, Chair
Alderman Matt Brown, Vice-Chair
Vice Mayor Brandy Blanton
Alderman Gabrielle Hanson

Other Attendees

P	Eric Stuckey, City Administrator	P
P	Mark Hilty, ACA Public Works	P
P	Paul Holzen, Engineering Director	P
P	Jonathan Marston, Engineering Assistant Director	P
	Mayor Ken Moore	P
	Angie Johnson, Deputy City Recorder	P
	Cayce Anderson, Records Technician	P
	Joe Marlo, Staff Engineer	P

CALL TO ORDER

Chairman Beverly Burger called the meeting to order at 3:30 p.m.

APPROVAL OF THE MINUTES

1. *A motion was made by Alderman Brown, seconded by Alderman Blanton to approve the minutes from the April 28, 2022 Capital Investment Committee. The motion passed unanimously.*

NEW BUSINESS

2. **Consideration To Grant Water Availability For 1381 Old Hillsboro Road (Map 037, Parcel 00200).**
Michelle Hatcher, Scott Andrews

The property is North of City limits, but within the water service area. This is for 6 single family units for a residential development.

A motion was made by Alderman Blanton, seconded by Alderman Brown to Recommend Approval to the Board of Mayor and Aldermen. The motion passed unanimously.

3. **Consideration Of DRAFT Resolution 2022-36, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The "Bicentennial Park" (COF Project No. 2016-005).**

Paul Holzen, Jonathan Marston, Sarah Roop

This is for improvements to North Margin Street and improvements to Bicentennial Park. There is a three to five month department review then the project is ready to bid. The land is appraised at \$165,000. The City believes the best use would be parkland.

A motion was made by Alderman Blanton, seconded by Alderman Brown to Recommend Approval to the Board of Mayor and Aldermen. The motion passed unanimously.

4. **Consideration Of Amendment 2 To COF Contract No. 2019-0124, A Professional Services Agreement With Kimley Horn And Associates For The Harlinsdale Main Barn At A Lump Sum Cost Increase Of \$3,500.**

Paul Holzen, Jonathan Marston, Shahad Abdulrahman

This is for additional structural evaluation. This is going through building permit reviews and will be out to bid when reviews are complete.

A motion was made by Alderman Brown, seconded by Alderman Hanson to Recommend Approval of Amendment 2 to the Board of Mayor and Aldermen. The motion passed unanimously.

5. **Consideration Of DRAFT Ordinance 2022-15, An Ordinance To Replace The City Of Franklin, TN Transportation & Street Technical Standards, 2022 Edition, As Adopted By Reference In Title 16, Chapter 11, Section 16-1101 Of The Franklin Municipal Code.**

Jimmy Wiseman

The Board of Mayor and Aldermen updated the Comprehensive transportation network plan in August 2021. This is updating the Transportation & Street Technical Standards. This is for minor changes.

Alderman Brown wondered how traffic studies are decided on – if an intersection does not meet thresholds but how about safety? Alderman Brown wondered how the traffic would be affected on Mallory Station with the incoming development in that area, with multiple retirement communities near there as well.

A motion was made by Alderman Hanson, seconded by Alderman Brown to Recommend Approval to the Board of Mayor and Aldermen. The motion passed unanimously.

6. Consideration Of Ordinance 2022-07, An Ordinance To Establish All-Way Stop Control At The Intersection Of Culberson Boulevard And Shawnee Drive.

Paul Holzen, Jonathan Marston, Adam Moser

There was a study done in this area which meets the criteria for an all-way stop. There is a high number of pedestrians that cross here.

A motion was made by Alderman Blanton, seconded by Alderman Brown to Recommend Approval of Ordinance 2022-07 to the Board of Mayor and Aldermen. The motion passed unanimously.

7. Capital Projects Dashboard And Status Updates For May 2022.

Paul Holzen, Jonathan Marston

Mr. Marston showed the Aldermen what is believed to be the original Carnton Plantation bridge on Lewisburg Pike. It is believed the finish date for this project is pushed to mid-July.

Franklin Road is pushing out past the July timeframe. The bulk of relocation has been done but there is still have some small things to get done. The biggest issue has been labor.

West Main Street Bridge has the appraisals back. The City is working on contacting property owners on easements that are needed.

The City got the traffic control plan back from TDOT on the Hillsboro/Mack Hatcher area. Once TDOT gives a date it should take two weeks to fix.

McEwen – order of possession. The City is still working with the court.

The City has contacted all the property owners along Jordan Road/Mallory Lane. The City is working with the Law Department on condemnation procedures. There are nine/ten property owners with four verbal agreements.

OTHER BUSINESS

ADJOURNMENT

A motion was made by Alderman Blanton, seconded by Alderman Brown to adjourn. The motioned passed unanimously.

Meeting adjourned @ 4:06 p.m.

Beverly Burger, Chair

Minutes prepared by Cayce Anderson, Records Technician, City Administrator's Office 6/13/2022 11:09 AM



File #: 21-03249

DATE: May 19, 2022

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2021-0332, A Professional Services Agreement With Hazen And Sawyer For The Additional Design of Water And Sewer Line Improvements In the Downtown Area In An Amount Not-To-Exceed Of \$326,500.00.

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 with Hazen and Sawyer for the downtown area water and sewer line improvements project.

BACKGROUND/STAFF COMMENTS:

The original scope of the downtown area water line improvements included the water lines along Lewisburg Pike from E Fowlkes Street to Margin Street. Upon further investigation into the area, staff and the consultant agreed that expanding the project area and including sanitary sewer would be advantageous to replace both utilities simultaneously as well as cost effective. The sanitary sewer to be included will begin at approximately 208 Lewisburg Avenue and continue to intersection at Five Points. The water will be expanded from East Fowlkes south along Lewisburg to the current terminus of the TDOT Culvert Replacement Project at Saw Mill Creek, South Margin at Lewisburg northwest to 5 Points and from 3rd and Margin northeast to 2nd and Margin.

While this seems like an expanded project area, this area makes sense with road closures and will allow us to replace both water and sewer in this area at the same time, minimizing overall road closures.

FINANCIAL IMPACT:

The amendment amount is \$326,500.00 and ultimately will be funded from the ARPA funds provided by the federal government. Currently, a portion of this project was budgeted in the Water Operating Fund (421-82560-52109), however this expanded project scope will be covered by ARPA funds for both water and sewer.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2021-0332 with Hazen and Sawyer for the Downtown Area Water and Sewer Improvements be recommended for approval by the Board of Mayor and Aldermen.

**DRAFT AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR BERRY CIRCLE WATER LINE IMPROVEMENTS PROJECT
COF Contract No. 2021-0332**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20__, by and between the **City of Franklin, Tennessee** ("City") and **Hazen and Sawyer**("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Berry's Circle Water Line Improvements Project (COF Contract No. 2021-0332), dated the 14th day of December 2021, at a fee not to exceed \$307,316.00; and

WHEREAS, upon further investigation the City decided to add sanitary sewer improvements and expand the project area which will increase the engineering services related to design to fully complete the Project's construction; and

WHEREAS, the Consultant has presented to the City staff a Proposal with a summary of costs that breaks down the anticipated work effort as found in Attachment A (attached and made a part hereto); and

WHEREAS, City staff feels the Values as presented in Attachment A are appropriate for the anticipated work required as presented in the Amendment of the Agreement.

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 shall perform the work as proposed in the Scope as found in the May 23, 2022, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **THREE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$326,500.00)** for the additional Services as described in Attachment.

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 December 14, 2021, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Hazen and Sawyer

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615.783.1515

May 23, 2022

Michelle Hatcher, P.E.
Director
City of Franklin – Water Management Department
124 Lumber Drive
Franklin, TN, 37064

Re: Proposal for Amendment to Contract 2021-0332 – Additional Water/Sewer Design Services

Dear Michelle:

Hazen and Sawyer (Engineer) respectfully submits this professional services proposal to amend current engineering services for the above-referenced project.

Background

The current contract 2021-0332 between Engineer and Franklin (Owner) only includes water distribution improvements. However, Owner desires to add various water and sewer improvements in nearby areas to the scope of work. The addition of improvements beyond the original scope is both proactive for water and addresses clay sewer segments in poor condition as determined from recent CCTV inspections. Both water and sewer improvements are recommended to be designed together as part of this proposed amendment due to anticipated cost savings during construction from reduced pavement restoration and traffic disruptions. The proposed sections of water and sewer to be included in this amendment are described in the following sections. It should be noted that this amendment is for design services only.

Sewer

As shown in Figure 1, the sewer to be replaced begins in the area near 208 Lewisburg Avenue with two lines originating at manholes SMH-82320 and SMH-11553. The extent of the sewer improvements extends north to the Five Points Intersection. As part of the design, parallel sewer segments located along Lewisburg Avenue and 5th Avenue South will be replaced with single lines where feasible.



Figure 1: Proposed Sewer Improvements

Water

As shown in Figure 2, the water improvements will begin near the TDOT culvert currently being replaced along Lewisburg Pike. Improvements will extend up through Lewisburg Avenue and 5th Avenue South to the Five Points Intersection. A section of water line on Margin Street between 3rd and 2nd Avenue will also be upsized as part of proposed improvements.

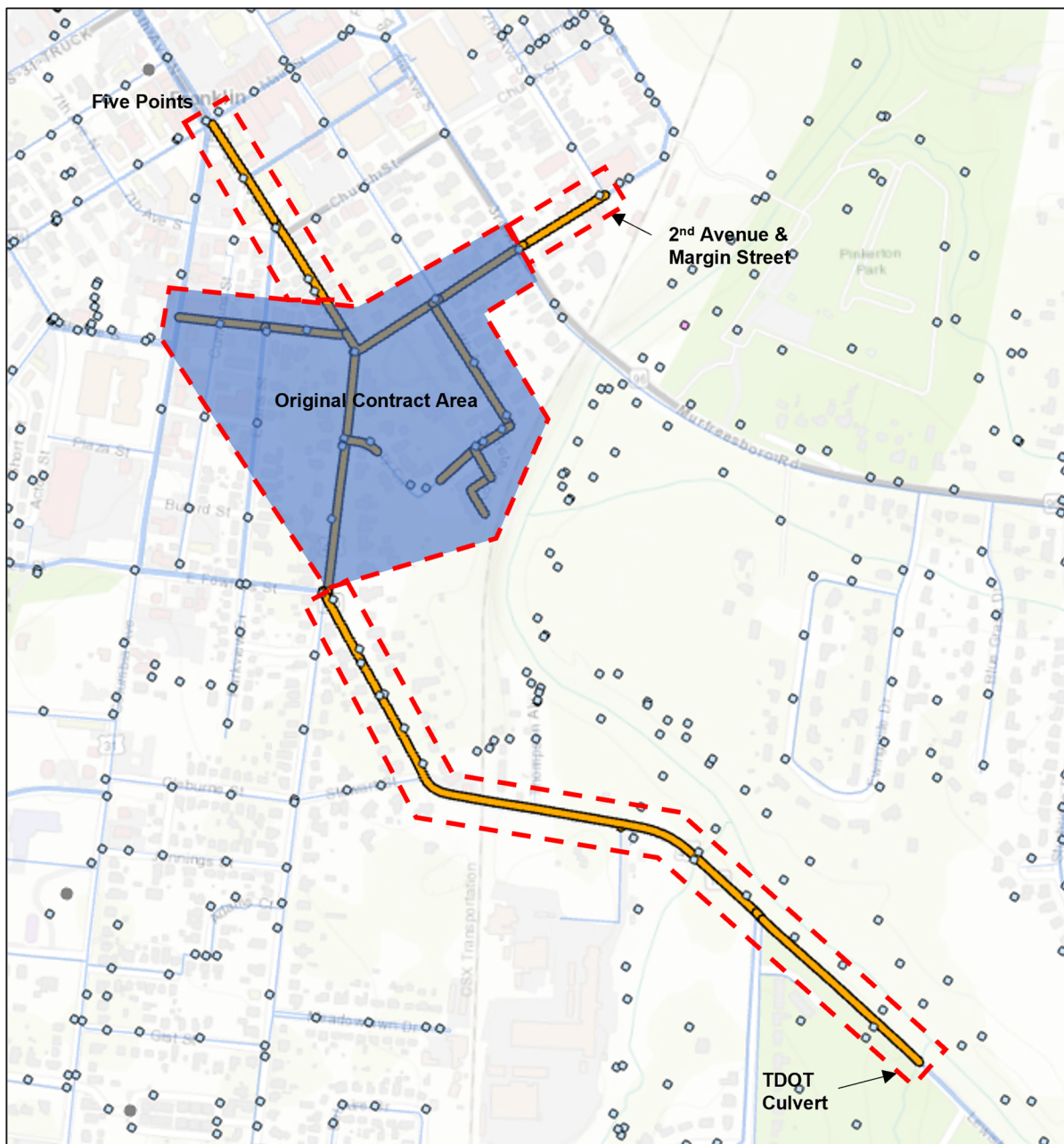


Figure 2: Proposed Water Improvements

Proposed Scope of Services

Task 1 – Design Phase

Engineer will provide the additional following services in accordance with the original Contract 2021-0332:

- Survey - Engineer will procure sub-consultant services to perform a right-of-way (ROW) survey along sections of Lewisburg Avenue and 5th Avenue South to cover additional areas not already surveyed as part of original contract. An additional 15-foot survey beyond the ROW will be conducted if utilities are located within 10 feet of the inside edge of the ROW. Deed research will be performed where easements are needed.
- Design – Provide additional design services to generate construction documents for water and sewer improvements in accordance with Owner's standard specifications and TDEC regulations.

Sewer (see Figure 1)

- 208 Lewisburg Avenue to just north of Church Street - approximately 2,400 LF of either 8-inch or 10-inch sewer main replacement at the direction of Owner
- Just north of Church Street to Five Points - approximately 600 LF of 10-inch sewer main replacement

Water (see Figure 2)

- Lewisburg Avenue from current southern project boundary at E. Fowlkes to TDOT Culvert – 3,800 LF of 12-inch water main replacement
- 5th Avenue South from current northern project boundary between Margin and Church Street to just north of Church Street – 650 LF of 10-inch water main replacement
- 5th Avenue South from just north of Church Street to Five Points Intersection – 550 LF of 12-inch water main replacement
- South Margin Street from current eastern project boundary on 3rd Avenue South to connection with existing 10-inch water line on 2nd Avenue South – 500 LF of 10-inch water main replacement.
- Develop a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI). This document must be submitted to receive a Notice of Coverage after a contractor has been selected.
- Develop and submit required CSX permit application and supporting information for approval of CSX RR crossing.
- Submit plans and specifications to obtain TDEC Division of Water Supply and Division of Water Pollution Control approval. Engineer will pay the review fee and invoice the Owner for reimbursement.
- Engineer will coordinate with survey sub-consultant to develop utility easement descriptions and exhibits as required. No easement descriptions are assumed necessary for existing sewer lines being

upsized/replaced. If additional easement descriptions are required, Engineer will provide a cost to Owner

- Engineer will coordinate with geotechnical sub-consultant to obtain necessary geotechnical information required for crossing of the CSX RR.
- Engineer will coordinate and supply permitting documents to TDOT to obtain road closure permit for Lewisburg (SR-431).
- Engineer will coordinate and supply ARAP application to TDEC for stream crossing of Willow Plunge Creek.

Task 1 Deliverables:

Engineer will provide the following deliverables during the design phase.

- 50 Percent Design: Engineer will submit a digital set of plans and specs for review and comment.
- 90 Percent Design: Engineer will submit a digital set of plans and specs for review and approval.
- 100 Percent Design: Engineer will incorporate Owner comments into final digital set of plans and specs.
- TDEC Approval: Engineer will submit a sealed digital set of plans and specs along with review fee to TDEC for approval.
- Engineer will provide a cost estimate to Owner at each milestone submittal.
- SWPPP Permitting: Engineer will submit required documents and fee to obtain approval for construction activity.
- CSX Permitting: Engineer will submit required documents and fee to obtain approval for railroad crossing.
- TDOT Permitting: Engineer will submit required documents to obtain road closure permit for Lewisburg (SR-431)
- ARAP Application: Engineer will submit application to TDEC for Willow Plunge Creek.

Task 2 – Bid and Construction Support Services

Engineer will not provide Bid, Construction or Post-Construction Phase documents or services as part of this amendment. Additional bid and construction assistance can be provided through a separate amendment later once cost estimates are developed and the extent and number of construction phases are determined.

Services Not Included in Fee Proposal

Engineer services not included are listed below:

- Soil testing
- Drainage design
- Landscape architecture
- Resident project observation
- Easement acquisition
- Roadway improvements other than repaving and stripping area damaged during construction

Schedule

Engineer proposes to provide services necessary to complete additional design services according to the schedule presented in Figure 3. The proposed schedule is based on the orderly and continuous progression of the project through completion. If issues arise beyond the Engineer's control, the proposed schedule shall be adjusted accordingly. Since construction is anticipated to occur in phases determined later by Owner, the schedule for bidding and construction are not included in this proposal.

Task	Milestone Date Completion	Days
Notice to Proceed	5/27/2022	
Surveying	7/26/2022	60
50% Design	10/10/2022	75
Owner Approval	10/17/2022	7
90% Design	12/16/2022	60
Owner Approval	12/30/2022	14
Agency Reviews Utility Permit Acquisition Bidding Documents	2/13/2023	45

Figure 3: Proposed Schedule

Cost

The total cost to provide the additional design services described herein is estimated to be **\$326,500**. This cost assumes a significant commitment by team members between now and the end of the year to deliver the plans, specifications, and cost estimate as detailed in proposal.

Task 1 - Design	Hours	Subconsultant	Fee
Survey and coordination	72	27,000	40,900
Geotechnical Survey and coordination	16	16,500	19,800
50% Design & Specs / QC / Cost Est. / Review	562		95,800
90% Design & Specs / QC / Cost Est. / Review	514		86,500
100% Design & Specs / QC / Cost Est. / Review	306		51,300
Permit Applications and Coord. (TDEC/TDOT/CSX)	184		32,200
Total Project Fee	1,654	43,500	326,500

Please contact us if you have any questions or wish to further discuss our proposal. As always, we appreciate the opportunity to work with the City of Franklin.

Sincerely,



Scott Woodard, PE
Vice President

cc: Brian Goodwin, P.E., City of Franklin
Ryan Dean, Hazen and Sawyer
Mike Orr, P.E., Hazen and Sawyer



File #: 21-03285

DATE: May 31, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of COF Contract No. 2021-0300, With 360 Network Solutions, LLC For The SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 12791.00) In The Amount Of \$318,667.82.

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 360 Network Solutions, LLC (360) for the SR-96 (Murfreesboro Road) Traffic Signal Improvements Project. This project is locally managed by City staff with support as needed by consultants and required oversight by the TDOT Local Programs Development Office.

BACKGROUND/STAFF COMMENTS:

The Murfreesboro Road corridor is the most congested corridor in the City of Franklin with the highest daily traffic volume. The City applied for and received a federal Congestion Mitigation and Air Quality (CMAQ) Improvement Program grant through the Tennessee Department of Transportation (TDOT) to improve traffic signal operations along this route from Eddy Lane to Arno Road. In addition to pedestrian upgrades, vehicle detection, traffic signal heads, and signal cabinet replacements, new operational technical components will be implemented into the Traffic Operations Center (TOC) to collect and disseminate data so that the TOC can implement measures to improve traffic flow. The technical component vendors were selected through a competitive technical scoring process via their response to the City's Request for Qualifications (RFQ) advertisement.

This PSA (COF Contract No. 2021-0300) with 360 Network Solutions, LLC is for the procurement, deployment, implementation, training, and initial maintenance of: Advanced Transportation Controllers (ATCs), Automated Traffic Signal Performance Measures (ATSPMs), and Emergency Vehicle Alert Application. The ATC is a newer, non-proprietary traffic signal controller, which includes new central signal software for the Traffic Operations Center (TOC). ATSPM software will also be procured and used to monitor and improve traffic signal timing for this corridor. The Emergency Vehicle Alert Application will allow emergency vehicles to notify drivers in real-time that they are approaching through Waze and other 3rd party platform integration.

FINANCIAL IMPACT:

Except for some minor pedestrian facility upgrades (*e.g.* sidewalk ramps, crosswalk signal hardware, etc.) that are required for compliance with the American with Disabilities Act (ADA), this project does *not* require local match funding and is funded with \$1,550,000.00 in federal CMAQ funds. This PSA is for a total amount of \$318,667.82, which is fully funded by the federal CMAQ grant.

RECOMMENDATION:

Staff recommends that the PSA (COF Contract No. 2021-0300) with 360 Network Solutions, LLC be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0300**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as the City, and **360 NETWORK SOLUTIONS, LLC**, hereinafter referenced as the Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the 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:

**TECHNOLOGY SERVICES FOR THE SR-96 (MURFREESBORO ROAD) TRAFFIC SIGNAL
IMPROVEMENTS (TDOT PIN 12791.00)**

1. SCOPE OF SERVICES. The Consultant shall provide 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 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 Amount of **Three Hundred Eighteen Thousand Six Hundred Sixty-Seven and 82/100 Dollars (\$318,667.82)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 202__.

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 to hold the 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 the 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 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, the Consultant, or other Project participant, not under contract to the 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 that 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 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, 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 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. 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 the Consultant to limit its liability shall be void and unenforceable.
- 10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR § 180.935).
- 10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.
- 10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

(Signatures on Following Page)

THE CITY OF FRANKLIN, TENNESSEE:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

William R. Squires
Assistant City Attorney

360 NETWORK SOLUTIONS, LLC:

(Signature)

Name: _____

Title: _____

Date: _____



Customer: City of Franklin
Project Manager: Billy Stalcup
Project: Traffic Signal Improvements Technical Vendor
Services COF Contract No. 2021-0300
Date: March 24, 2022

This Statement of Work ("SOW") is between 360 NETWORK SOLUTIONS, LLC, and the AGENCY, CITY OF FRANKLIN.

PROJECT DESCRIPTION

Project Goals

360 Network Solutions, LLC (360ns) will lead in the project management of Technical Vendor Services for the City of Franklin to provide Q-Free ATC Controller hardware with central system software, Traffop-Miovision Automated Traffic Signal Performance Metrics, and Haas Alert Emergency Vehicle Alert Application. Integration of hardware and software will be performed and coordinated with the City of Franklin and the construction contractor.

Additional integration, testing, training, and support services will be provided from our technology partners Q-Free, Ultra Engineering, Traffop, and Haas Alert. 360ns shall develop a User Acceptance Testing Plan (ATP) once awarded. The ATP shall test the necessary requirements of the RFP and per the System Engineering Requirements Matrix. Once approved, this ATP will be followed to setup, test, and integrate all devices provided on this Project to provide a complete and fully operational system.

SCOPE OF WORK

1.0 ATC Controllers

1.1. Description of Project ATC Hardware

Delivery of project services will include:

- 1.2. **ATC Controller Hardware.** Under this project, 360ns will furnish (13) Advanced Transportation Controllers (ATC's) following industry standards for various intersections along SR-96. 360ns will provide the following

hardware manufactured by Q-Free and following the standards defined by the City of Franklin's RFP requirements:

- Q-Free XN-2 ATC NEMA TS-2 Controller with 16-Line OLED Display, TS-2 Type 2, ATC Compliant, equipped with MAXTIME ic local control software.

1.2.2 **Network Access.** 360ns will provide all equipment and software to operate on the existing City of Franklin network and shall conform to the City's access and network infrastructure security policies.

1.2.3 **Training.** 360ns will provide Basic and Advanced Training on the Q-Free system hardware and software. Training shall include:

- Initial basic component training for the ATC controllers for up to (8) City staff.
- Training on the features of the traffic signal control central software
- Advanced training three months after the initial training and operation for up to (8) City staff.

1.2.4 **Maintenance.** 360ns and Team will provide maintenance support for the Q-Free ATC controllers including 3-years of on-call support for the maintenance and troubleshooting issues for the City.

1.2.4.1 **Kinetic SMA.** 360ns will provide a Q-Free 3-year Software Maintenance Agreement (SMA) for Kinetic Signals to provide annual maintenance and support. The Kinetic SMA includes 1-week onsite support and any necessary training annually.

1.2.5 **Central Software System.** Under this project, 360ns will provide Q-Free's Kinetic Signals Central Software System with a base license for up to (50) compatible intersections. The new central signal system software will be fully functional and configured to operate both the new XN-2 Q-Free ATC controllers and the City's existing ATC Siemens M60 controllers.

1.2.5.1 **Deployment.** 360ns will provide professional deployment services from Q-Free to ensure the new central signal software operates to the City's standards. Installation of central software will not occur until the low-bid construction contractor schedule is known. This will ensure that work can be scheduled closer to the actual construction/deployment of the ATC controllers. Deployment services will include:

- Coordination with the City and IT to identify and allocate proper server resources
- Coordination with the City and IT to enable secured remote access for Q-Free supervision
- Q-Free remote access with the City's IT staff to spin up the appropriate Linux server
- Q-Free deployment of Kinetics Signals on the server remotely (via VPN, Teamviewer, etc..)

- Q-Free deployment configuration of the (13) intersections included on this project within Kinetic Signals

1.3. Installation Requirements. 360ns and our consultant Ultra Engineering will provide the needed testing, installation, and professional support services for a successful ATC system installation for (13) new ATC intersection controllers. The services shall include:

- Signal timing database conversions
- Testing of the databases
- Troubleshooting and verification of the database conversions including revisions and remediation when needed
- Coordination for system field deployment and cabinet burn-in
- ATC System Testing

1.4 ATC Hardware & Software Fees:

The breakdown of fees for this scope of work is as follows:

ITEM	QTY	MFG	P/N	DESCRIPTION	PRICE	EXTENDED PRICE
ATC Controller Hardware and Central System Software						
1	13	Q-Free	XN-2	NEMA 16-Line OLED Disp. TS-2 Type 2 (ATC Compl. - No Exp. Slot) includes MAXTIME ic local control software	\$ 3,250.00	\$ 42,250.00
2	1	Q-Free	Kinetic Signals	Kinetic Signals Central Management Software - Base Bundle License (Up to 50 intersections)	\$ 92,965.12	\$ 92,965.12
3	1	Q-Free	Deployment	Kinetic Signals Integration, Configuration, and Deployment	\$ 22,000.00	\$ 22,000.00
4	1	Q-Free	Kinetic SMA	Annual Kinetic Signals Maintenance and Support (this is for the 3rd year- first 2 years included with purchase)	\$ 18,000.00	\$ 18,000.00
5	1	Ultra	Data Base	Data Base conversion, testing, and support for 13 intersection upgrades	\$ 19,500.00	\$ 19,500.00
6	1	360ns	Testing & Support	User Acceptance Testing, Coordination, On-Call support, and Management	\$ 7,000.00	\$ 7,000.00
7	1	Q-Free	Training	Basic and Advanced Training - Controller & Central	\$ 11,000.00	\$ 11,000.00
ATC Hardware and Software Subtotal					\$ 212,715.12	

1.5 Payment Terms:

Payment is full compensation for furnishing and installing the ATC Hardware and Software technology items according to the RFP special provisions and Professional Services Agreement (PSA). Payment(s) shall be per Item as follows:

- ATC Controllers (\$61,750.00 TOTAL)
 - Item 1, ATC Controllers (\$42,250.00 subtotal)
 - Item 5, Data Base (\$19,500.00 subtotal)
 - Full payment (100%) shall be made upon delivery of (13) ATC's with existing SR96 signal timing database conversions setup and fully completed.
- Central Signal Software (\$150,965.12 TOTAL)

- Item 2, Kinetic Signals (\$92,965.12 subtotal)
- Item 3, Deployment (\$22,000.00 subtotal)
- Item 4, Kinetic SMA (\$18,000.00 subtotal)
- Item 6, Testing & Support (\$7,000.00 subtotal)
- Item 7, Training (\$11,000.00 subtotal)
 - Payment 1: Partial payment (60%) for delivery and initial setup of the software
 - Payment 2: partial payment (30%) for the full connection to the new ATC signal controllers after construction contractor installation and including database integrations and configuration of the maps inclusive of intersection details.
 - Payment 3: Final payment (10%) for the testing and training of the ATC hardware and software

2.0 Automated Traffic Signal Performance measures (ATSPM)

2.1. Description of ATSPM Service

Delivery of project services will include:

- 2.2.1. **Traffop ATSPM Software.** Under this project, 360ns will provide Traffop's ATSPM software with a base license for up to (25) compatible intersections. The new ATSPM system software will be fully functional and configured to operate both the new XN-2 Q-Free ATC controllers and the City's existing ATC Siemens M60 controllers. The software provided will meet the system requirements as defined in the City's RFP requirements.
- 2.2.2. **ATSPM Documents and Reports.** 360ns will deliver the Traffop ATSPM software to provide advanced analytics and functionality including detailed documents and reports as defined in the RFP requirements.
- 2.2.3. **Network and Access.** 360ns and Traffop will work with the City's existing network and not interfere with other traffic operations center software systems. The new ATSPM will allow remote cloud access to the Traffop platform for full utilization of the hi-resolution data.
- 2.2.4. **Training.** 360ns will provide Basic and Advanced Training on the Traffop ATSPM platform. Training shall include:
 - Initial basic component training for the ATSPM for the City's operations staff.
 - Advanced training 6-8 weeks after the initial training and operation for up to (5) City staff.
 - User manuals and documentation of the ATSPM system.
- 2.2.5. **Maintenance.** 360ns will provide maintenance support for the Traffop ATSPM including 3-years of service and on-call support for the maintenance and troubleshooting issues for the City. The 3-year

subscription includes full access to the Traffop platform analytics and all updates/enhancements of the software.

2.3. Installation Requirements. 360ns will coordinate with the City and IT for the deployment installation of the Traffop on-prem and cloud service. Installation of the ATSPM software will not occur until the low-bid construction contractor schedule is known. This will ensure that work can be scheduled closer to the actual construction/deployment of the ATC controllers. Installation and configuration shall be inclusive of:

- Coordination with the City and IT to identify and allocate proper server resources on-prem
 - The City to provide a dedicated Windows virtual machine or server
 - Windows Server 12 or higher
 - Minimum Dual Core, 8 GB RAM, 250GB hard drive
- Coordination with the City and IT to enable secured remote access for Traffop supervision during the installation process
- Coordination with the City Traffic operations to identify up to (25) intersections to be pulled into the ATSPM
- Configuration and setup of up to (25) identified intersections
- Integration of all signal assets, detection, and the hi-resolution signal data into the Traffop ATSPM platform
- User Acceptance Testing and Validation

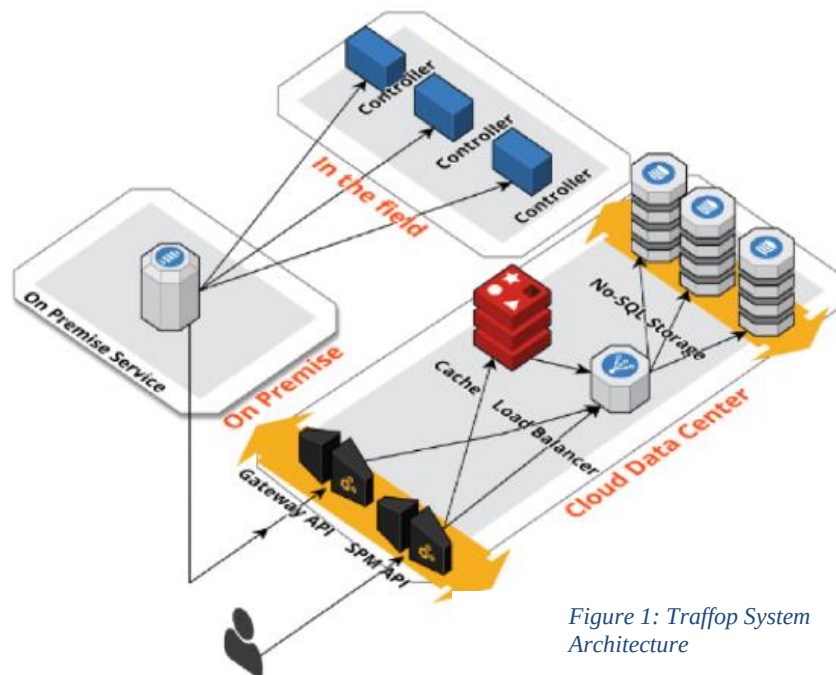


Figure 1: Traffop System Architecture

2.4 ATSPM Software Fees:

The breakdown of fees for this scope of work is as follows:

ITEM	QTY	MFG	P/N	DESCRIPTION	PRICE	EXTENDED PRICE
Automated Traffic Signal Performance Measures						
8	3	Traffop	Traffop-25-Base	Traffop ATSPM Software - 1-Year Base Bundle License (Up to 25 intersections)	\$ 22,500.00	\$ 67,500.00
9	1	360ns	Testing & Support	User Acceptance Testing, Coordination, On-Call support, and Management	\$ 7,000.00	\$ 7,000.00
10	1	Traffop	Training	ATSPM Training and 2 Advanced Utilization Sessions	\$ 6,250.00	\$ 6,250.00
11	1	Traffop	Install + Config	Traffop Installation and Configuration	\$ 12,500.00	\$ 12,500.00
ATSPM Subtotal					\$ 93,250.00	

2.5 Payment Terms:

Payment is full compensation for furnishing and installing the ATSPM technology items according to the RFP special provisions and PSA. Payment(s) shall be lump sum as follows:

- ATSPM (\$93,250.00 TOTAL)
 - Item 8, ATSPM Software (\$67,500.00 subtotal)
 - Item 9, Testing & Support (\$7,000.00 subtotal)
 - Item 9, Training (\$6,250.00 subtotal)
 - Item 10, Install-Config (\$12,500.00 subtotal)
 - Payment 1: Partial payment (60%) for delivery and initial setup of the software
 - Payment 2: partial payment (30%) for the full connection to the new ATC signal controllers on SR96
 - Payment 3: Final payment (10%) for the testing and training of the software

3.0 Connected Vehicle Infrastructure

Services for Connected Vehicle components are not included with the 360ns contract (other vendor selected).

4.0 Emergency Vehicle Alert Application

4.2. Description of Emergency Alert Service

Delivery of project services will include:

4.2.1. **Haas Alert Emergency Vehicle Alert Application.** Under this project, 360ns will provide Haas Alerts Responder-to-Vehicle (R2V) Safety Cloud Subscription for a 3-year term. This Includes the Safety Cloud Software, Waze Alert integration, and HA-5 Transponder hardware for (4) emergency vehicles. The equipment and service will be provided to meet the City's RFP requirements.

4.2.2. **Network and Access.** 360ns and Haas Alert will work with the City's existing network and not interfere with other traffic operations center

software systems. The new Haas alert system is equipped with its own cellular connectivity and will allow remote cloud access to the Safety Cloud platform.

4.2.3 **Training.** 360ns will provide Training on the Haas Alert system and hardware. Training shall include:

- 1-Day onsite training class
- Hardware training support for emergency vehicles
- Software training support for Safety Cloud
- System utilization and component training for the City's Traffic Operations Staff
- User manuals and documentation

4.2.4 **Maintenance.** 360ns will provide maintenance support for the Haas Alert System including 3-years of service and on-call support for the maintenance and troubleshooting issues for the City. The 3-year subscription includes full access to the Safety Cloud platform, Waze integration, and all updates/enhancements of the software.

4.2.5 **Installation Requirements** 360ns will coordinate with the City and Emergency Services for the deployment installation of the Haas Alert Transponders and Safety Cloud service. Installation and configuration shall be inclusive of:

- Coordination with the City and Fleet manager to schedule the emergency vehicles for installation
- 1-Day Onsite installation of the HA-5 Transponder at the COF Fleet Facility for 1 vehicle.
- Installation training for a fleet technician to allow self-install on other remaining 3 vehicles.

4.3 Emergency Vehicle Alert Application Fees:

The breakdown of fees for this scope of work is as follows:

ITEM	QTY	MFG	P/N	DESCRIPTION	PRICE	EXTENDED PRICE
Emergency Vehicle Alert Application						
12	4	HAAS Alert R2V		Responder-to-Vehicle (R2V) Safety Cloud Subscription 3- Years. Includes Software, Waze Alert integration, and HA-5 Transponder.	\$ 2,025.68	\$ 8,102.70
13	4	HAAS Alert Ext-Warranty		Extended Hardware Warranty 3-years	\$ 200.00	\$ 800.00
14	1	HAAS Alert Installation		Vendor Installation at COF Fleet Facility (per day). Assumes 2 vehicles per day will be taken out of service. Assumes 2 hours per vehicle.	\$ 1,300.00	\$ 1,300.00
15	1	360ns	Testing & Support	User Acceptance Testing, Coordination, On-Call support, and Management	\$ 1,500.00	\$ 1,500.00
16	1	HAAS Alert Training		On-Site 1-Day Training Session	\$ 1,000.00	\$ 1,000.00
Emergency Vehicle Alert Subtotal					\$	12,702.70

4.4 Payment Terms:

Payment is full compensation for furnishing and installing the emergency vehicle alert technology items according to the RFP special provisions and PSA. Payment(s) shall be lump sum as follows:

- Emergency Vehicle Alert Application (\$12,702.70 TOTAL)
 - Item 12 &13, Haas Alert R2V + Ext Warranty (\$8,902.70 subtotal)
 - Item 14, Installation 1-day (\$1,300.00 subtotal)
 - Item 15, Testing & Support (\$1,500.00 subtotal)
 - Item 16, Training (\$1,000.00 subtotal)
 - Payment 1: Partial payment (60%) for delivery and initial setup of the software
 - Payment 2: partial payment (30%) for the full connection from Safety Cloud to the HA-5 Transponder Vehicles.
 - Payment 3: Final payment (10%) for the testing and training of the software

5.0 Integration and Testing Requirements

5.1. **General Requirements** 360ns will provide dedicated professional services for the successful delivery of this project including:

- Coordination and management of all technical vendor services
- Coordination with the City and the Construction contractor
- Integration and Configuration of all systems including both pre-installation and onsite work as necessary for a full and complete operation
- Testing and User Acceptance for verification of all components, servers, and software system requirements for all applications.
- Verification testing documents (Acceptance Test Plan) and supporting reports.
- Warranties and Support On-call services for 3-years

6.0 General Deployment Schedule

(See ATTACHMENT B – Schedule for graphic reference)

Phase 1: Advanced Transportation Controller (ATC) and Central System Software and ATSPM

Deployment and Installation of the Central System Software and ATSPM will be scheduled after the low-bid construction contractor schedule is known. This will ensure that work can be scheduled closer to the actual construction/deployment of the ATC controllers.

- **Subtask 1.1: Q-Free Database Development (2 weeks):** The successful database development will include:
 - Conversion of all existing parameters in the existing M60 traffic controllers to Q-Free controllers
 - Programming of the traffic controller for each intersection's new vehicle detection system

- For full correct actuation of the traffic signal
 - For readiness of the ATSPM
 - Any additional custom I/O features at project intersections
- **Subtask 1.2: ATSPM Coordination and Provisioning (4 weeks):** The successful provisioning of the ATSPM will include:
 - Provisioning a dedicated Windows virtual machine (Windows Server 2012 or higher, Dual Core, 8 GB RAM, 250 GB hard drive)
 - Establishing the ATSPM connection from the on-premise to cloud data center using encrypted connection for outbound only port 443.
 - Providing secure access to the server and ATSPM portal.
- **Subtask 1.3: Q-Free Controller and Bench-Testing (4 weeks):** The successful bench testing of the Q-Free controller in the contractor supplied-cabinet will include:
 - Ensure correct MMU configuration
 - Cabinet assembly successfully exits cabinet FLASH with stop-n-go operation
 - Direct comparison of existing timing plans with comparison to a live M60 controller running the database to be replaced
 - Integration with Kinetic Signals
 - Demonstration of correct intersection configuration before deployment in the field
- **Subtask 1.4: Support with Installation in the Field and Initial Basic Training (Pre-Construction - 2 weeks):** This will be scheduled once the bid construction schedule is known. Our installation support will include:
 - Provide support to the City's inspector as requested
 - Ensure detectors are calling correct phases
 - Initial basic training prior to construction/installation of new ATC controllers and MAXTIME software.
 - Initial basic training of the Kinetic Signals Central System Software
 - Initial basic training for the ATSPM
 - Successful Communication and Integration with Kinetic Signals
 - Ensure successful communication to the ATSPM software
- **Subtask 1.5: Advanced System Training (Post Construction - 2 weeks)**
 - Q-Free XN-2 NEMA ATC Controller and MAXTIME Training
 - Kinetic Signals Advanced Central Software Training
 - Traffop Advanced ATSPM Training

The deployment process in Phase 1 will include use of an agreed upon test plans including (1) Bench Test Plan, (2) Field Deployment Checklist upon final installation in the field, and a final (3) System Test. These agreed upon test plans will ensure the City has a functional system based upon the final Systems Requirements Matrix.

Phase 2: Emergency Vehicle Alert Application Deployment

- **Subtask 2.1: Coordination and Procurement of HAAS Alert Emergency Vehicle Equipment (4 weeks):**

- Coordination with Franklin's Emergency Services stakeholders to identify vehicle types and installation requirements
- Procurement of HAAS Alert HA-5 Transponders Kits
- Provisioning User Access Account to HAAS Alert Safety Cloud
- **Subtask 2.2: Support with Installation of Emergency Vehicle Equipment (1 week):**
 - Coordination with Franklin's Emergency Services stakeholders to schedule vehicle installation on initial vehicle
 - Supervision of install process and technician install training.
 - Validation of HA-5 in-vehicle configuration
 - Validation of successful connection to HAAS Alert Safety Cloud
- **Subtask 2.3: Emergency Vehicle Alert System Training (1 day)**

7.0 Customer Responsibilities

Customer assumes the following responsibilities required to complete the Services. 360ns may charge for actual additional work and expense incurred if Customer fails to perform these responsibilities according to mutually agreed schedule.

- (a) **Assign Point-Of-Contact.** Assign a single Customer representative to facilitate communications, assemble Customer resources, coordinate Customer activities, accept deliverables, and perform any change orders.
- (b) **Facilities Readiness.** Customer will ensure facilities are ready for equipment installation as scheduled, including mounting location, power, cooling, premise cabling, and patch cables not supplied by 360ns.
- (c) **Access to Facilities.** Customer will provide access to their facilities as required to perform this SOW as scheduled.
- (d) **Remote Access to Equipment.** Customer will provide 360ns staff VPN (virtual private network) remote access to the Project Equipment for the duration of the project.

Bid Form Summary



Smarter Traffic. Innovative Leadership.

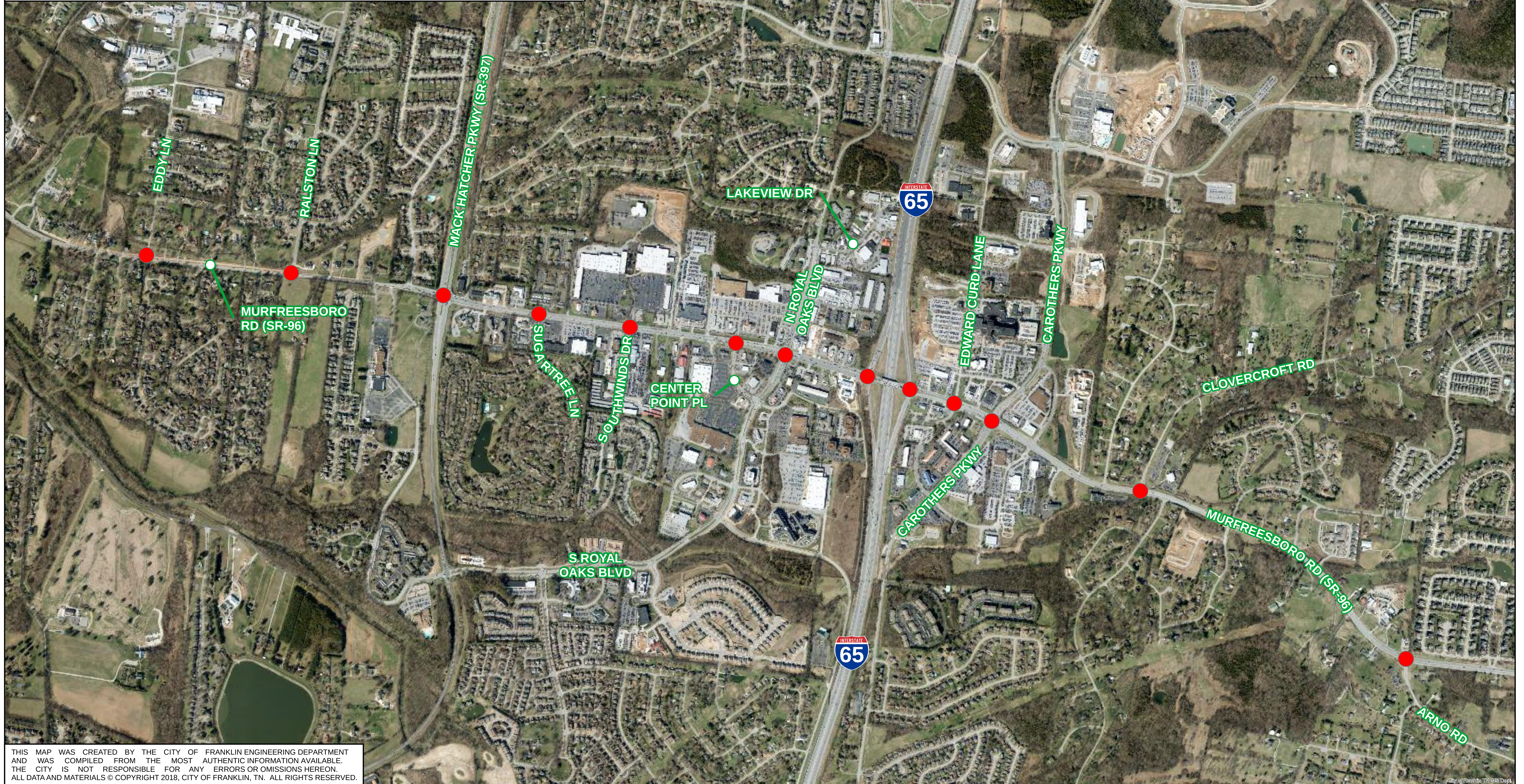
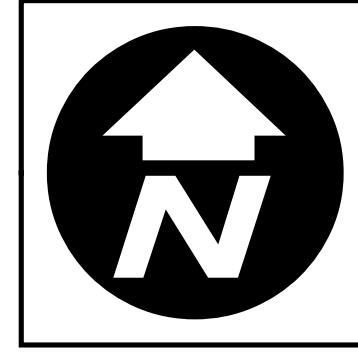
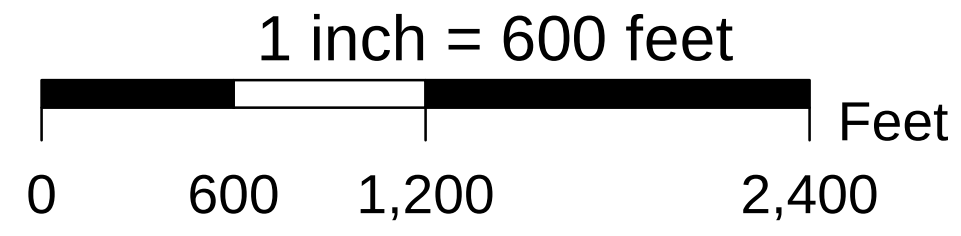
Customer: City of Franklin
Contact: Adam Moser
Email: adam.moser@franklin.tn.gov
Project: SR96 Traffic Signal Improvements
Date: 2-Mar-22
Quote Valid: 2-Apr-22

ITEM	QTY	MFG	P/N	DESCRIPTION	PRICE	EXTENDED PRICE
ATC Controller Hardware and Central System Software						
1	13	Q-Free	XN-2	NEMA 16-Line OLED Disp. TS-2 Type 2 (ATC Compl. - No Exp. Slot) includes MAXTIME ic local control software	\$ 3,250.00	\$ 42,250.00
2	1	Q-Free	Kinetic Signals	Kinetic Signals Central Management Software - Base Bundle License (Up to 50 intersections)	\$ 92,965.12	\$ 92,965.12
3	1	Q-Free	Deployment	Kinetic Signals Integration, Configuration, and Deployment	\$ 22,000.00	\$ 22,000.00
4	1	Q-Free	Kinetic SMA	Annual Kinetic Signals Maintenance and Support (this is for the 3rd year- first 2 years included with purchase)	\$ 18,000.00	\$ 18,000.00
5	1	Ultra	Data Base	Data Base conversion, testing, and support for 13 intersection upgrades	\$ 19,500.00	\$ 19,500.00
6	1	360ns	Testing & Support	User Acceptance Testing, Coordination, On-Call support, and Management	\$ 7,000.00	\$ 7,000.00
7	1	Q-Free	Training	Basic and Advanced Training - Controller & Central	\$ 11,000.00	\$ 11,000.00
ATC Hardware and Software Subtotal					\$ 212,715.12	
Automated Traffic Signal Performance Measures						
8	3	Traffop	Traffop-25-Base	Traffop ATSPM Software - 1-Year Base Bundle License (Up to 25 intersections)	\$ 22,500.00	\$ 67,500.00
9	1	360ns	Testing & Support	User Acceptance Testing, Coordination, On-Call support, and Management	\$ 7,000.00	\$ 7,000.00
10	1	Traffop	Training	ATSPM Training and 2 Advacned Utilization Sessions	\$ 6,250.00	\$ 6,250.00
11	1	Traffop	Install + Config	Traffop Installation and Configuration	\$ 12,500.00	\$ 12,500.00
ATSPM Subtotal					\$ 93,250.00	
Emergency Vehicle Alert Application						
12	4	HAAS Alert	R2V	Responder-to-Vehicle (R2V) Safety Cloud Subscription 3-Years. Includes Software, Waze Alert Integration, and HA-5 Transponder.	\$ 2,025.68	\$ 8,102.70
13	4	HAAS Alert	Ext-Warranty	Extended Hardware Warranty 3-years	\$ 200.00	\$ 800.00
14	1	HAAS Alert	Installation	Vendor Installation at COF Fleet Facility (per day). Assumes 2 vehicles per day will be taken out of service. Assumes 2 hours per vehicle.	\$ 1,300.00	\$ 1,300.00
15	1	360ns	Testing & Support	User Acceptance Testing, Coordination, On-Call support, and Management	\$ 1,500.00	\$ 1,500.00
16	1	HAAS Alert	Training	On-Site 1-Day Training Session	\$ 1,000.00	\$ 1,000.00
Emergency Vehicle Alert Subtotal					\$ 12,702.70	
Extended Project Total					\$ 318,667.82	

LOCATION MAP

SR-96 (MURFREESBORO ROAD) TRAFFIC SIGNAL IMPROVEMENTS

EDDY LANE to ARNO ROAD



THIS MAP WAS CREATED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE CITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS HEREON. ALL DATA AND MATERIALS © COPYRIGHT 2018, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.



File #: 21-03286

DATE: May 31, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of COF Contract No. 2022-0064, With Temple Inc For The SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 12791.00) In The Amount Of \$109,962.00.

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 Temple, Inc. (Temple) for the SR-96 (Murfreesboro Road) Traffic Signal Improvements Project. This project is locally managed by City staff with support as needed by consultants and required oversight by the TDOT Local Programs Development Office.

BACKGROUND/STAFF COMMENTS:

The Murfreesboro Road corridor is the most congested corridor in the City of Franklin with the highest daily traffic volume. The City applied for and received a federal Congestion Mitigation and Air Quality (CMAQ) Improvement Program grant through the Tennessee Department of Transportation (TDOT) to improve traffic signal operations along this route from Eddy Lane to Arno Road. In addition to pedestrian upgrades, vehicle detection, traffic signal heads, and signal cabinet replacements, new operational technical components will be implemented into the Traffic Operations Center (TOC) to collect and disseminate data so that the TOC can implement measures to improve traffic flow. The technical component vendors were selected through a competitive technical scoring process via their response to the City's Request for Qualifications (RFQ) advertisement.

This PSA (COF Contract No. 2022-0064) with Temple is for the procurement, deployment, implementation, training, and initial maintenance of Connected Vehicle (CV) infrastructure along the project corridor. Specific technology to be implemented with this project include both Dedicated Short Range Communications (DSRC) and Cellular Vehicle to Everything (C-V2X) radios that *allow* communication between vehicles and the roadway/traffic signal infrastructure. Applications of this new technology include Signal Phase and Timing (SPaT) data that would relay, in real-time, traffic signal data to nearby vehicles. For example, a properly equipped vehicle *can* receive a message that a signal is about to change or a recommended driving speed to possibly "catch" the next green light downstream (*i.e.* stay within the "green band").

FINANCIAL IMPACT:

Except for some minor pedestrian facility upgrades (e.g. sidewalk ramps, crosswalk signal hardware, etc.) that are required for compliance with the American with Disabilities Act (ADA), this project does *not* require local match funding and is funded with \$1,550,000.00 in federal CMAQ funds. This PSA is for a total amount of \$109,962.00, which is fully funded by the federal CMAQ grant.

RECOMMENDATION:

Staff recommends that the PSA (COF Contract No. 2022-0064) with Temple, Inc. be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0064**

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

DECLARATIONS. The City desires to retain the 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:

**CONNECTED VEHICLE TECHNOLOGY SERVICES FOR THE
SR-96 (MURFREESBORO ROAD) TRAFFIC SIGNAL IMPROVEMENTS (TDOT PIN 12791.00)**

1. SCOPE OF SERVICES. The Consultant shall provide 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 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 Amount of **One Hundred Nine Thousand Nine Hundred Sixty-Two and No/100 Dollars (\$109,962.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 202__.

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 to hold the 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 the 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 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, the Consultant, or other Project participant, not under contract to the 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 that 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 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, 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 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. 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 the Consultant to limit its liability shall be void and unenforceable.
- 10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR § 180.935).
- 10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.
- 10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

(Signatures on Following Page)

THE CITY OF FRANKLIN, TENNESSEE:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

William E. Squires, Assistant City
Attorney

TEMPLE, INC.:

(Signature)

Name: _____

Title: _____

Date: _____

DESCRIPTION AND SCOPE OF SERVICES

City of Franklin (COF) Contract No. 2022-0064

Pre-Construction Services—Before Contractor Selection

Service tasks provided during the development of the construction plan will include:

- Initial Glance Pre-Configuration Tasks – Remotely building the Glance Device ID Configurations
- Temple, Inc. (“Temple”) working with City of Franklin (“City”) Staff to complete configuration files via Google Drive
- Allows each in-field device to be uniquely configured specifically for the desired intersection or location (Device ID Naming Nomenclature)
- Temple provides a database pre-formatted for the City to assist in gathering signal data for TravelSafely purposes (signal head configuration, N/S/E/W Compass Directionality, etc)
- Establishes a point of contact (POC) for the owning agency to provide configuration data to Temple and Applied Information
- Allows owning agency to assign tiered user login and passwords that range from view only, technician level, and administrator level access
- Initial evaluation of challenges / opportunities
 - Temple working with City IT to establish IP Schema and Network Information
- Intersection Survey to include:
 - Temple to gather intersection information to determine aerial equipment exact placement
 - Combination of On-Site / Remote services

Material Procurement / Delivery

- Timeline for material delivery: 3-4 weeks, once configuration is completed

Implementation Services—Post Contractor Selection

Service tasks provided during the construction and implementation phase will include:

- Provide Detailed Project Plan/Configuration
- Contractor Orientation: Temple to provide Remote Web-Training for the Installers prior to material delivery. The goal with Orientation is to ensure the contractor is familiar with the technology.
- Temple to provide “On The Job” Contractor Installation Training at First Location, which will “certify” that the contractor understands the full installation process start-to-finish for the installation of Connected Vehicle Infrastructure
 - This will include all Cabinet Field Hookups for Glance monitoring
- Network Configurations / Expectations from City
 - City shall provide Temple the existing IP Scheme that they are using for each intersection
 - Applied Information, Inc. (“AI”) Configuration will allow for Temple to IP address the devices to communicate on the City network
 - AI Devices shall be IP addressed before being shipped to contractor or deployed in field
 - This will also require OpenVPN certificates to be uploaded for each device and onto the Franklin network
 - IPsec tunnel will be used to create robust security layers to protect data transmitted through the network
 - Temple and Applied Information will work closely with City IT Dept.
 - Time Duration: Approx 2 Weeks
- TravelSafely MAP / Graphics Creation
 - Temple to begin creating TravelSafely Zones and MAP files (Remotely)
 - Time Duration: Approx 2 Weeks
- TravelSafely Field Commissioning
 - Verifies that the in-field equipment is transmitting and receiving data from the TS Server
 - Verifies that the data displayed on the app is correct and matches the field indications displayed in the roadway.
 - The information displayed on the app will be a result of the phasing data that is provided from the configuration form
 - Each device / intersection must be drive test commissioned prior to activation of the TravelSafely feature.

- NOTE: If the traffic signal phasing and/or design in the field are modified, the TS feature will have to be recommissioned. This verifies that all TS MAP files stored on the cloud match the design current to the field.
- Operational Training – Temple will provide on-site training for operation of the CV system and training on the Glance reporting. A training plan that follows the RFP requirements document will be submitted for approval prior to conducting the training.
- Testing/Report – Post installation and commissioning, Temple will perform a series of tests and provide the City with official test reports (remote “test on desk” as well as physical drive testing using the TravelSafely App and also using the OBU 500-066 device to test functionality with C-V2N, DSRC, and C-V2X). These results will be logged and reported. If any failures occur during the tests, corrective action will be taken and a re-test will commence.
- The Features/Functionalities/Requirements to be demonstrated during Testing, taken from Section 3 of the RFP – Systems Requirements Matrix include, but not limited to the below:
 - Section 3.1.3 – 3.1.11
 - Section 3.1.14, Section 3.2.1, Section 3.2.3
 - Section 3.4.9 – 3.4.10
 - Section 3.4.12 – 3.4.13
- All Matrix Requirements can be subject to Testing at the City’s request
- Post Acceptance Test / Maintenance / Warranty Period – After the project completes the acceptance testing, the Temple/AI team will support the devices under the Warranty period, which is a five (5) Year renewable warranty. The warranty is ongoing, at no extra cost, as long as the device’s Connectivity & Support plan is active.
- Warranty Coverage – The devices provided by Temple, Inc. for this project shall be covered by a 5-Year warranty of all equipment. The proposed solution comes with a five (5) Year Connectivity & Support Plan, which is renewable after the five (5) year duration. As long as the Plan is renewed by the City, the warranty period renews with it. This Connectivity Plan shall consist of the following:
 - **Cellular Connectivity:** Devices are equipped with a built-in cellular modem, allowing for cellular communication between the in-field device, Glance, and TravelSafely.
 - **Upgrade of Cellular Modem:** supply with City with an upgrade of cell modem when existing modems no longer are supported.
 - **Telephone and Email Support:** The team is able to provide support via telephone and email, which will include hardware and software support.

- **Extended Warranty of Hardware:** For the period of the implemented Connectivity and Support Plan, warranty on the hardware is provided with a “no questions asked” policy.
- **Over-the-air Software and Security Updates:** All in-field hardware supports over-the-air software and security updates. Devices can consistently be kept up-to-date with the new releases/versions of software and the latest security measures available. Notice of software updates are provided via the Glance platform.

General Timelines for Implementation Services

- **Implementation Services**
 - Approximately ninety (90) calendar days to complete Implementation services
 - This timeline is dependent upon contractor installation timeline and data-gathering from City intersections
- Estimate based on Project Deployment Plan:
 - Initial Training: 1 Week
 - Network Configuration: 2 Weeks
 - TravelSafely MAP Creation: 4 Weeks (Concurrent)
 - Contractor Installation: 1-2 Weeks
 - TravelSafely Field Commission: 3 Weeks
 - Acceptance Testing Reporting: 1 Week

Connected Vehicle (CV Infrastructure) System City of Franklin (COF) Contract No. 2022-0064

JUSTIFICATION OF FEES AND COSTS

Temple, Inc. will provide these services at a flat fee rate. The pricing included below is an example of what is expected to complete the necessary tasks.

Implementation Services:

Pay Item	Item Description	Value	Unit	Unit Price	Total Price
CV Hardware	RSU Processor	13	Each	2,750.00	35,750.00
	Dual Mode RSU	13	Each	1,931.00	25,103.00
CV Software	TravelSafely App	13	Each	1,213.00	15,769.00
	TravelSafely Commissioning	1	Lump Sum	27,591.00	27,591.00
Optional	OBU – 500-066-02	1	Each	5,749.00	5,749.00
	TravelSafely Training	1	Included	0.00	0.00

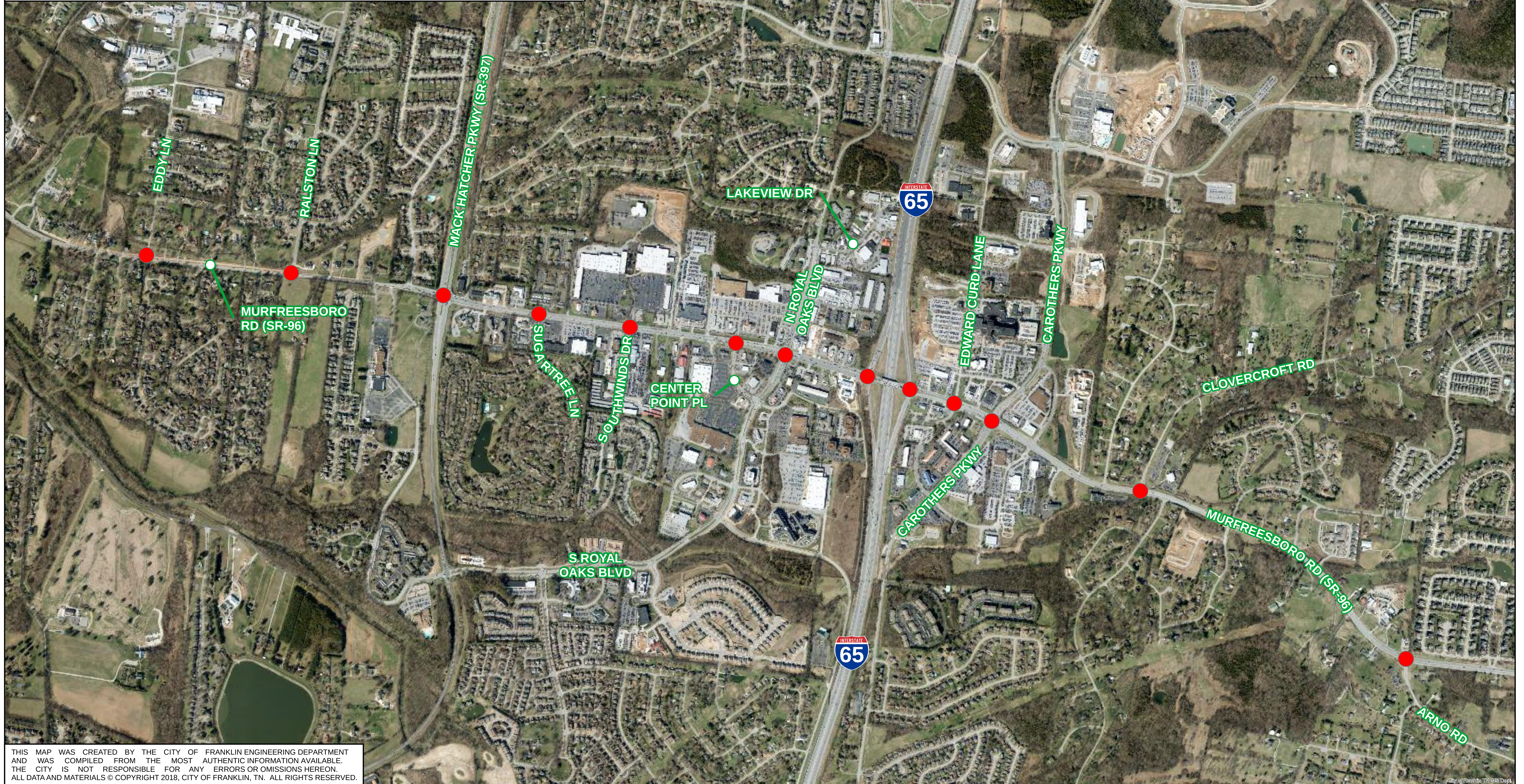
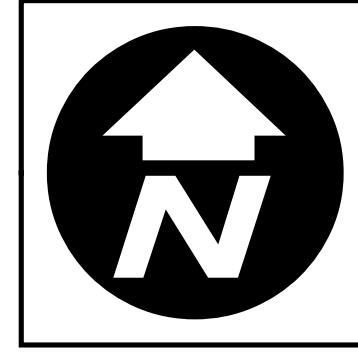
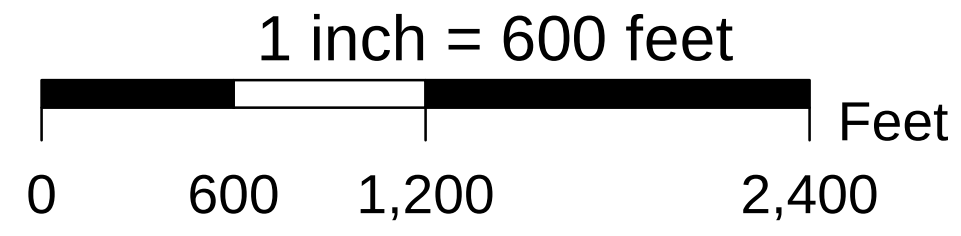
Measurement of Payment

Delivery of Equipment to Contractor:	45% due with net 30 terms (\$49,482.90)
Installation of Equipment by Contractor:	25% due with net 30 terms (\$27,490.50)
Drive Testing and Software Demonstration:	15% due with net 30 terms (\$16,494.30)
Acceptance of Test Procedure Document:	15% due with net 30 terms (\$16,494.30)

LOCATION MAP

SR-96 (MURFREESBORO ROAD) TRAFFIC SIGNAL IMPROVEMENTS

EDDY LANE to ARNO ROAD



THIS MAP WAS CREATED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE CITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS HEREON. ALL DATA AND MATERIALS © COPYRIGHT 2018, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.



File #: 21-03294

DATE: June 2, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of COF Contract No. 2022-0135, With Walker Consultants For Parking Count Services For Downtown Franklin Public Parking Lots In The Amount Not To Exceed \$34,900.

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) for Walker Consultants. Walker Consultants will perform an update to our downtown parking counts and utilization data for an update to the Board. This will be a similar type of data collection to the 2017/2018 downtown parking study. Walker Consultants performed the same data collection for the initial 2017/2018 study and will update those numbers accordingly for staff to report and present to the BOMA.

BACKGROUND/STAFF COMMENTS:

Downtown parking continues to be one of the top issues identified by our residents and visitors. Parking availability and demand also contribute to downtown traffic congestion, since vehicles drive around actively looking for available parking. It is important for staff to understand our total parking inventory, how it is utilized, and how much parking is available for our visitors and residents during typical days of the week. The 2017/2018 *Downtown Parking Study* looked at downtown on-street parking, parking lots, and parking garages available for public parking. Staff recommends updating this data every 4 to 5 years to ensure enough parking is available for our residents and visitors, as well as looking at possible ways to help sign and direct visitors to parking areas that may be under-utilized.

This PSA (COF Contract No. 2022-0135) will be a similar type of data collection that was performed for the *Downtown Parking Study* in 2017/2018. The same vendor, Walker Consultants, performed the data collection for the previous study. Those original numbers will be updated accordingly and presented to the BOMA.

FINANCIAL IMPACT:

The total cost of this PSA is \$34,900.00. Funding for these services is available in the upcoming budget year and will be paid under the Traffic Operations Center's Contractual Services budget item (*i.e.* GL code 110-82560-41610).

RECOMMENDATION:

Staff recommends that the PSA (COF Contract No. 2022-0135) with Walker Consultants be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0135**

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

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

PARKING COUNT SERVICES FOR DOWNTOWN FRANKLIN PUBLIC PARKING LOTS

1. SCOPE OF SERVICES. The Consultant shall provide parking counts 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 **Thirty-Four Thousand Nine Hundred and 00/100 Dollars (\$34,900.00)**.

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:

WALKER CONSULTANTS:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

William E. Squires
Assistant City Attorney

ATTACHMENT A – SCOPE OF SERVICES

May 26, 2022

Adam Moser, P.E.
Traffic Engineer
City of Franklin
109 3rd Avenue South
Franklin, Tennessee 37064

*Re: Parking Planning Services
Public Parking Space Occupancy, Turnover, and Duration Studies
Franklin, TN*

Dear Adam:

Walker Consultants is pleased to submit for your review this proposal for parking planning services for the City of Franklin, TN. Thank you for the opportunity to submit this proposal.

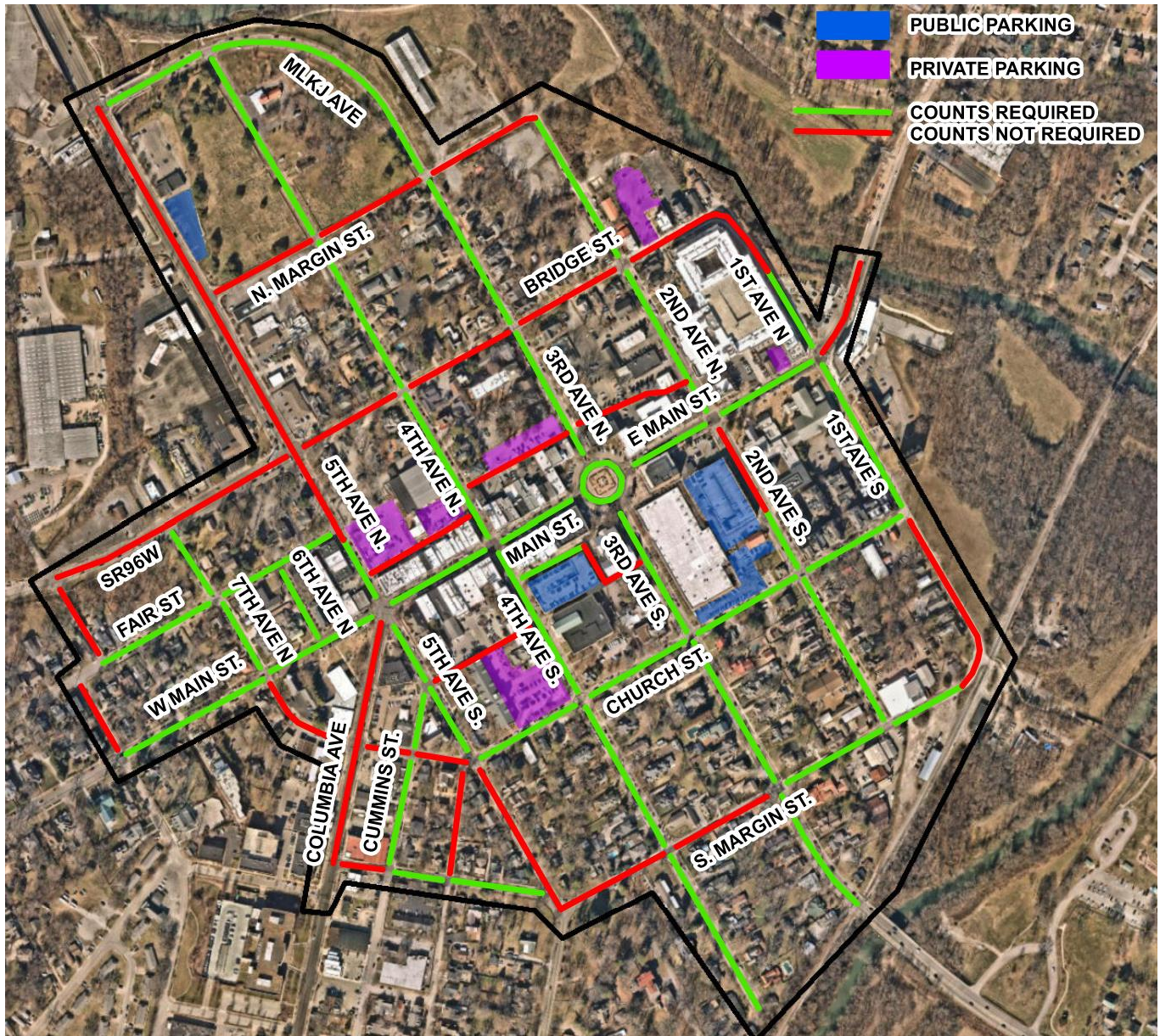
PROJECT UNDERSTANDING

The City of Franklin has requested this proposal for parking occupancy studies of the parking supply located in downtown Franklin. Based on previous studies, the available supply is located on street and in four off-street facilities, including two parking structures and two surface parking lots. Total capacity is estimated at 1,509 spaces, plus 30 spaces reserved for individuals with disabilities, or a total of 1,539 spaces. Additionally, there are six privately-owned surface parking lots that you have asked be included in this study.

Scope of Services

1. Confirm project understanding and approach with city representatives, prior to data collection.
2. Determine data collection dates per conversation with City of Franklin representatives.

3. Parking Supply Inventory – Confirm number and location of on-street spaces, public garage spaces, publicly-leased lot spaces, and selected private off-street spaces located within Study Area.
4. Parking Utilization Study – Perform parking space occupancy counts during 30-minute intervals to provide information on the number of parked vehicles. Occupancy counts will be performed for all ten public and private facilities shown in blue and purple on the attached map on the following page. Perform parking space occupancy counts on street (for those spaces shown in green on the following map) and in the two city-owned parking structures, two city-owned surface parking lots, and six privately-owned surface parking lots on two typical weekdays and a Saturday from 7 a.m. to 7 p.m.
5. Parking Turnover and Duration Study – Perform field survey within the walkable, core portion of the Study Area. Use License Plate Recognition technology to collect data on an hourly basis. Perform license plate data collection for on-street parking (shown in green on the following map) during a typical weekday during posted enforcement time periods to determine average turnover and dwell time.
6. Document survey results in tabular and map form, including heat maps by block face and off-street location.
7. Submit findings to city representatives in draft form, for review and comment.
8. Finalize study results and email final report.



Schedule

Work may commence within 30 days upon receiving a fully executed professional services agreement. Data collection and a draft report can be provided within 30-45 days of project commencement. A final report can typically be provided within two weeks of receiving owner comments regarding draft documents. Draft report is considered final if no comments received within 30 days of draft document submittal date.

Professional Fee

Walker will perform the services described above on a lump sum fee basis. Our lump sum fee, including project-related expenses, is \$34,900.

If you agree with this proposal and would like Walker to proceed, we understand that you would then forward a professional services agreement using the City of Franklin's contract form and appending this proposal.

Again, thank you for the opportunity to propose and we hope to work with you on this.

Sincerely yours,

WALKER CONSULTANTS

A handwritten signature in black ink that reads "John W. Dorsett". The signature is written in a cursive, flowing style.

John W. Dorsett, AICP, CPP
Senior Vice President



File #: 21-03324

DATE: June 15, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Water Availability For 910 Sunset Ridge (Map 037A, Parcel 00200).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for water availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 5/26/2022.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located north of the City limits in the Legends Ridge subdivision. The Water Management Department agreed to serve the subdivision with water when it was constructed, so the water main runs along the front of this property and a tap was made during construction and extended to the property line. The property owner is requesting approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that 910 Sunset Ridge be recommended for approval by the Board of Mayor and Aldermen.

To: Availability@FranklinTN.gov

Request for Water and/or Sewer Availability & Associated Costs



Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☒ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #		Legenos Ridge - Lot 102 -	
Map & Parcel(s) #		037A - 00200	
Property Address:		910 Sunset Ridge Drive	
City Project # (If Applicable)		Franklin, TN	
# of Dwelling Units (If Residential)		Single-family	
Applicant's Name & Company		Catalyst Builders	
Applicant's Address		Box 50913 Nashville, TN 37205	
Applicant's Email & Phone #		Talk to Panny @ outlook.com - 615.977.8633	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4 inch	
Water District:			
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4			
350 GPD Single family household			
THANK YOU - Scott! 615.977.8633 Panny			
use additional sheets as necessary			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☐ APPROVE my request *approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*	

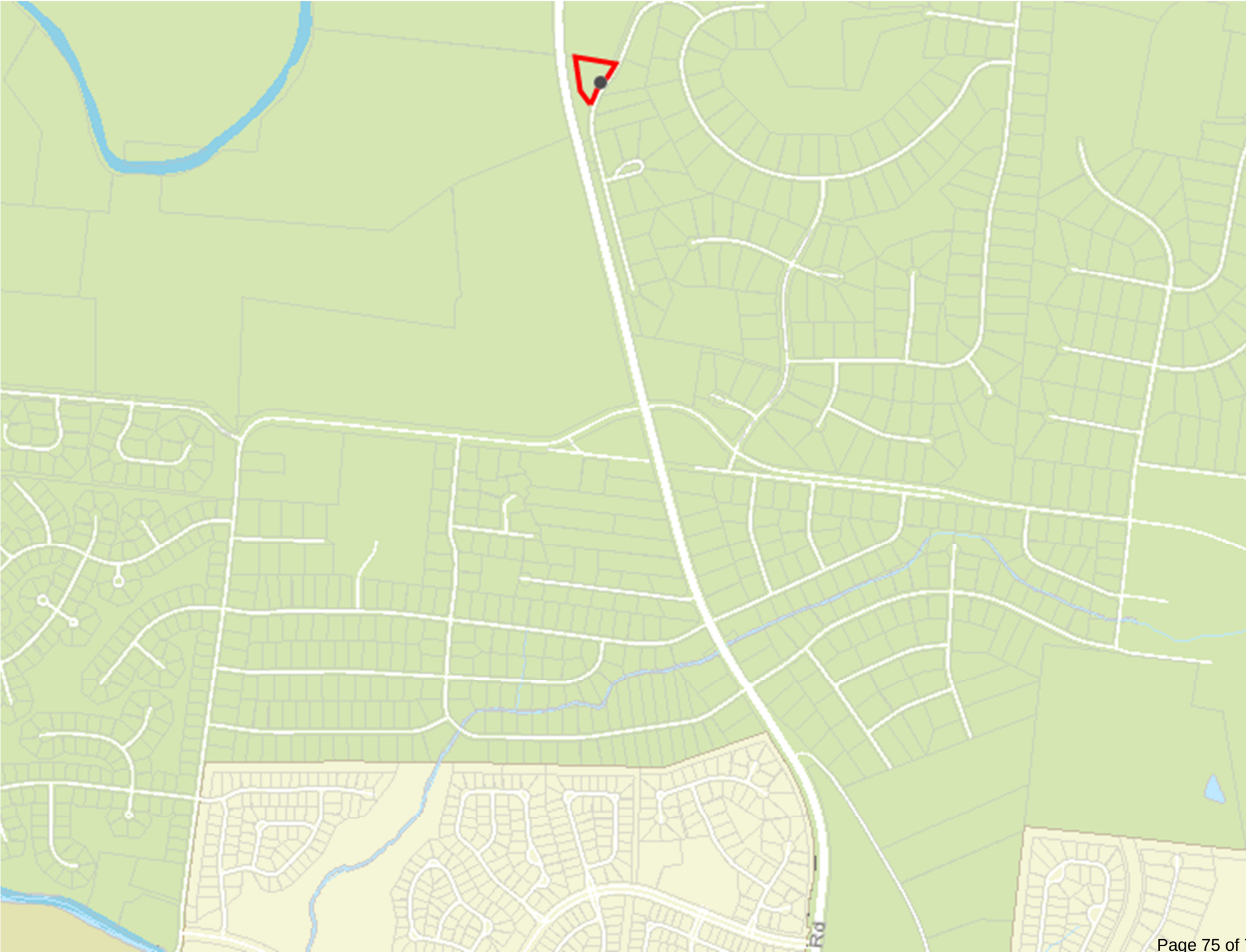
MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklinton.gov

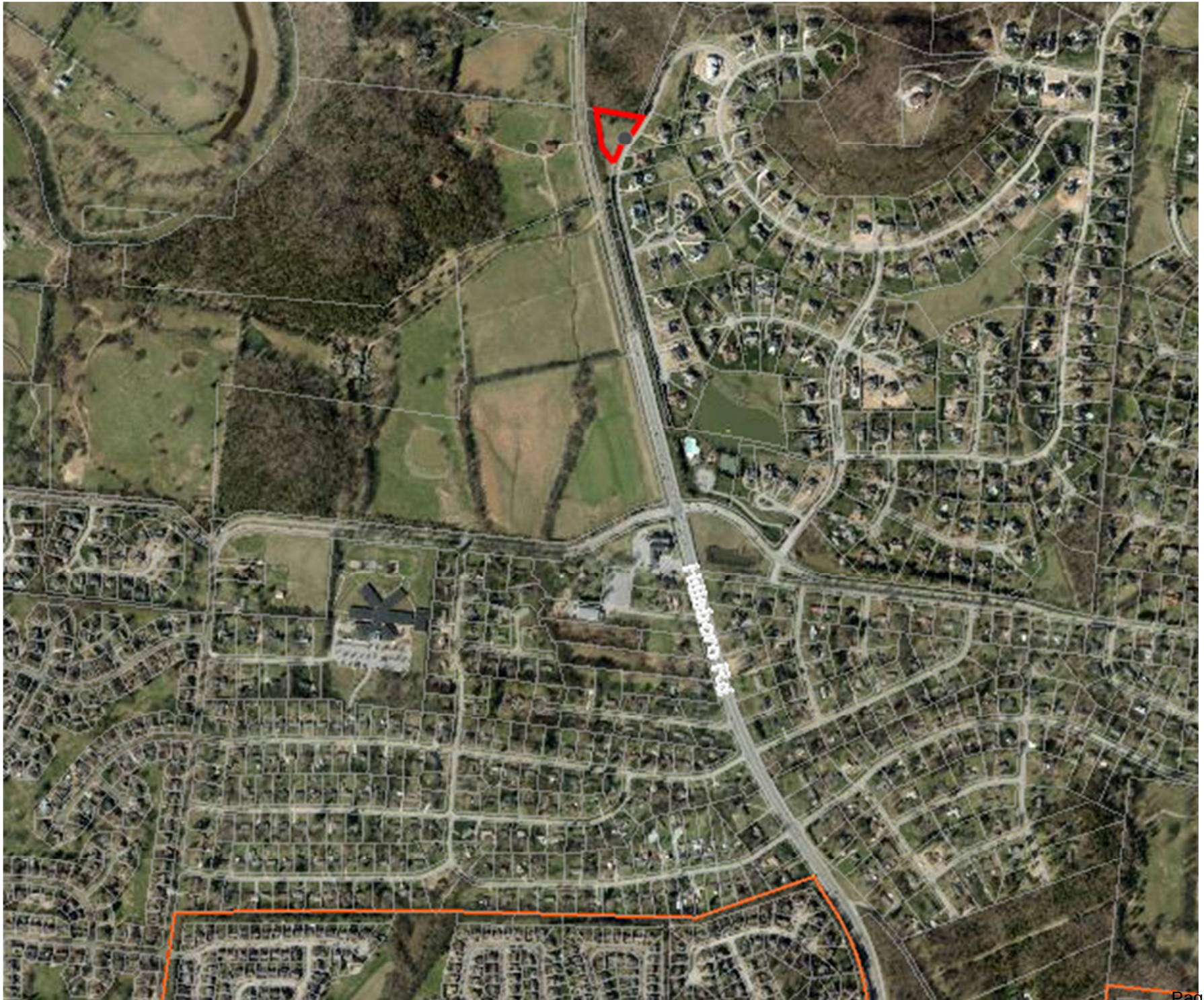
For additional information or questions please call: 615-794-4554

Date Submitted: 5/26/22

LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





File #: 21-03325

DATE: June 15, 2022
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 June 2022.

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

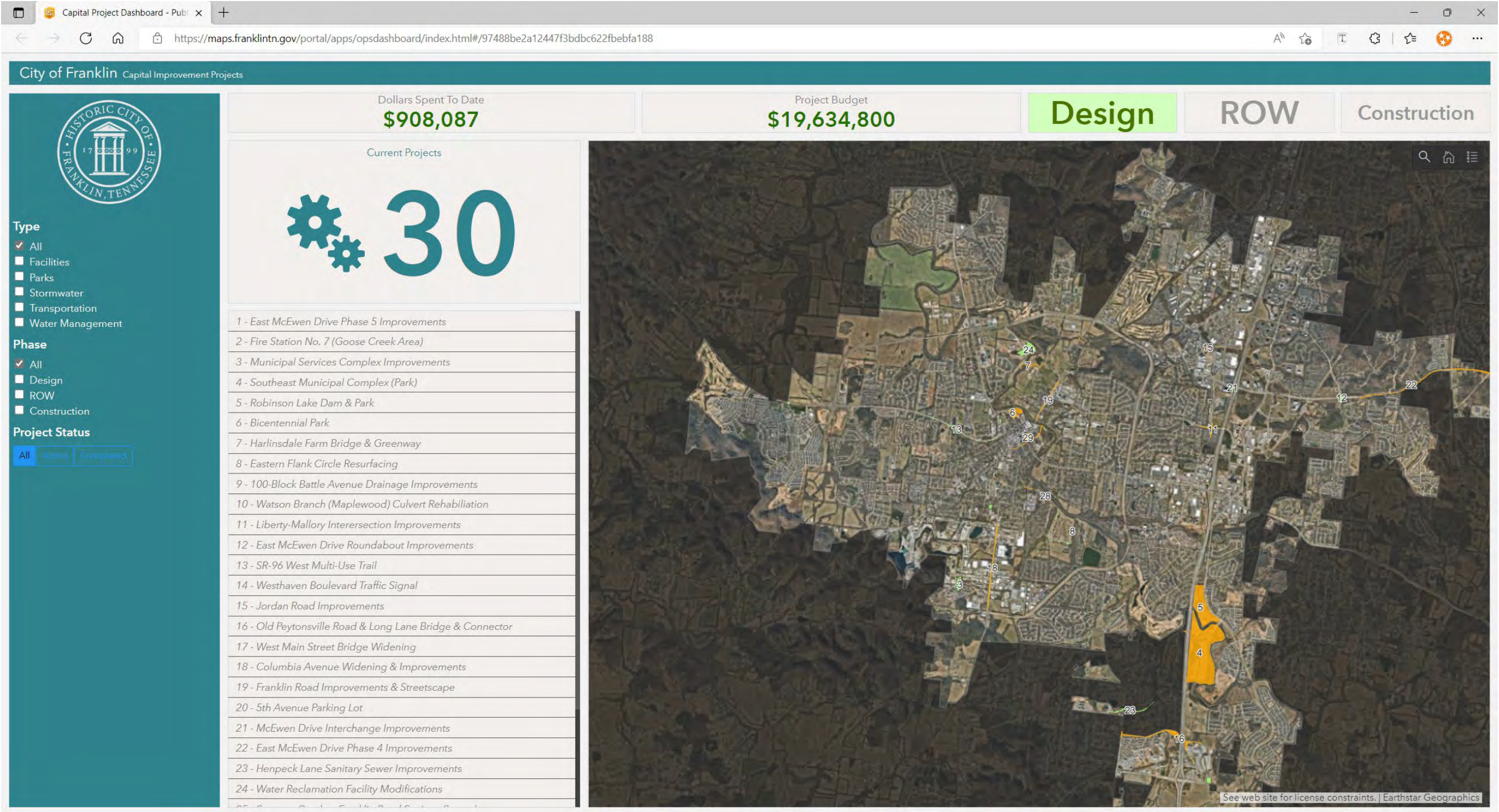


Image Captured from City of Franklin Website on 6/15/2022

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”