



Meeting Agenda

Capital Investment Committee

Thursday, October 27, 2022

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The September 22, 2022 Capital Investment Committee Meeting

NEW BUSINESS

2. Consideration Of DRAFT COF Contract No. 2022-0249, For A Sole Source Purchase From Calgon Carbon Corporation For GAC Exchange Of 60,000 Pounds Of Filtrasorb 300 Activated Carbon In The Amount Of \$115,832.

Sponsors: Michelle Hatcher, Cody Myers

3. Consideration To Grant Sewer Availability For The Unaddressed Property North Of And Adjacent To 1261 Lewisburg Pike (Map 106H, Parcel 04601).

Sponsors: Michelle Hatcher, Scott Andrews

4. Consideration Of DRAFT Change Order 1 To COF Contract No. 2021-0069 With Haren Construction For Southeast Pilot Plant And Red Wing Reclaimed Water Pump Station Project For Time Extension

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

5. Consideration Of Ordinance 2022-09, An Ordinance To Amend The City Of Franklin Municipal Code, Appendix A - Comprehensive Fees And Penalties, Chapter 16 Streets And Sidewalks, Etc. For The Purpose Of Establishing A Fee In Lieu Of Building Sidewalks

Sponsors: Paul Holzen

6. Consideration Of DRAFT Amendment 3 To COF Contract No. 2020-0012 With Hazen & Sawyer For The City's Southeastern Area Wastewater Capacity Evaluation For A Not-To-Exceed Amount Of \$3,042,400.

Sponsors: Michelle Hatcher

7. Consideration Of DRAFT COF Contract No. 2022-0275, A Reimbursement Agreement with Columbia Gulf Transmission, LLC For Natural Gas Pipeline Adjustments, Removals, Alterations And/Or Relocations Associated With The East McEwen Drive Phase 5 Extension Project At An Estimated Cost Of \$1,549,595.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

8. Consideration Of DRAFT Resolution 2022-69, A Resolution To Award The Construction Contract (COF Contract No. 2022-0114) For The Harlinsdale Farm Multi-Use Path Project (COF Project No. 2017-018 / TDOT PIN 126630.00) To Dement Construction Company, LLC In The Amount Of \$3,563,898.03.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

9. Consideration Of Change Order 1 (Final) To COF Contract No. 2020-0113, A Construction Contract With Stansell Electric Company, Inc. For The Adaptive Signal Control Technology (ASCT) Project (COF Project No. 2013-018 / TDOT PIN 116144.01) For A Deduct In The Amount Of \$17,366.
WS 6/23/20

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

10. Capital Projects Dashboard And Status Updates For October 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, SEPTEMBER 22, 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
A	Michelle Hatcher, Water Management Director	P
	Jonathan Marston, Engineering Assistant Director	P
	Lisa Clayton, Parks Director	P
	Mayor Ken Moore	P
	Lanaii Benne, City Recorder	P
	Angie Johnson, City Recorder	P
	Cayce Anderson, Record Technician	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 August 25, 2022 Capital Investment Committee. The motion passed 3-0.*

NEW BUSINESS

2. **Consideration Of DRAFT Kiewit Change Order No. 11 To COF Contract No. 2017-0264, With Kiewit Infrastructure South Co., For The Water Reclamation Facility Modifications & Expansion Project For A Net Increase Of \$379,849.**

Michelle Hatcher

This is budgeted money that is in the contingency budget for the Water Department. There is equipment that needs to be changed or equipment that needs to be updated. There will be approximately \$150,000 worth of additional engineering reviews that will be deducted back to the City.

A motion was made by Alderman Blanton, seconded by Alderman Brown to recommend approval to the Board of Mayor and Aldermen. The motion passed 3-0.

3. **Consideration Of COF Contract No. 2022-0217, With C&T Engineering For Water Reclamation Facility Liquids Equipment Maintenance Services.**

Michelle Hatcher

There is new equipment at the facility that needs continual maintenance. This contract will fill the Maintenance Technician position that the City has had trouble filling. There will be possible amendments to this contract in the future.

A motion was made by Alderman Brown, seconded by Alderman Blanton to recommend approval to the Board of Mayor and Aldermen. The motion passed 3-0.

4. **Consideration Of COF Contract No. 2022-0237, A Joint-Funding Agreement Between The U.S. Geological Survey Lower Mississippi-Gulf Water Science Center And The City Of Franklin.**

Michelle Hatcher

This is for the river gauges on the Harpeth River at the Forrest Crossing Golf Course. USGS maintains these gauges. This is a contract that is renewed each year.

A motion was made by Alderman Brown, seconded by Alderman Blanton to recommend approval to the Board of

Mayor and Aldermen. The motion passed 3-0.

5. Consideration Of DRAFT COF Contract No. 2022-0246, With Hethcoat & Davis For The Meadows Pump Station Engineering Report In The Amount Of \$32,226.00

Michelle Hatcher, Brian Goodwin, Patricia McNeese

Pump stations are evaluated each year. This contract is for a design report to see whether this station can be removed entirely or replaced in another location.

A motion was made by Alderman Brown, seconded by Alderman Blanton to recommend approval to the Board of Mayor and Aldermen. The motion passed 3-0.

6. Consideration Of DRAFT Amendment 8 To COF Contract No. 2011-0129 (TDOT Agreement No. 110291) For The Franklin ITS Extension (PIN 116144.00) And The Adaptive Signal Control Technology (PIN 116144.01) Projects To Replace Exhibit "A" And To Change The Completion Date.

Paul Holzen, Jonathan Marston, Adam Moser

This is an update with TDOT on reimbursement for the ITS extension project and the adaptive signal control technology. The replacement on exhibit "A" would be for the funding breakdown. ITS Extension and the adaptive control technology are covered under the TDOT grant. The City is looking for a year extension on the completion date.

A motion was made by Alderman Brown, seconded by Alderman Blanton to recommend approval to the Board of Mayor and Aldermen. The motion passed 3-0.

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

Paul Holzen, Jonathan Marston

The Franklin Road temporary closure reopened on September 21. Old Liberty Pike traffic signal will be in operation next week.

Harlinsdale bridge and trail is out for construction bids. These bids open October 12.

HWY 96 between Arno Road and Eddy Lane traffic control updates will start bids in October.

The barrels near Mack Hatcher and Westhaven is for the Townsend Blvd development being constructed. City Staff will contact Westhaven on this development.

OTHER BUSINESS

ADJOURNMENT

A motion was made by Alderman Blanton, seconded by Alderman Brown to adjourn. The motion passed 3-0.

Meeting adjourned @ 3:51 p.m.

Beverly Burger, Chair

Minutes prepared by Cayce Anderson, Records Technician, City Administrator's Office 9/23/2022 9:02 AM



File #: 21-03609

DATE: September 21, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Cody Myers

SUBJECT:

Consideration Of DRAFT COF Contract No. 2022-0249, For A Sole Source Purchase From Calgon Carbon Corporation For GAC Exchange Of 60,000 Pounds Of Filtrasorb 300 Activated Carbon In The Amount Of \$115,832.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the exchange of media for the granular activated carbon units at the Water Treatment Plant (WTP).

BACKGROUND/STAFF COMMENTS:

The carbon media at the WTP in the granular activated carbon (GAC) units is used to quence the hydrogen peroxide that is added to the system upstream for removal of organics. As an ancillary benefit, the media also quenches some disinfection byproducts that prove helpful to the system. Because the Franklin WTP is unique in the way the GAC units are located, replacement years of the media is not a known value, however samples show the reduced effectiveness of the media after 4 years of operation. The goal of replacing this media is to trend the effectiveness of the GACs as compared to the other two GACs in operation and determine a lifecycle for overall replacement in the long-term maintenance of the facility.

FINANCIAL IMPACT:

The cost for media replacement is One hundred fifteen thousand, eight hundred thirty-two dollars and zero cents (\$115,832.00) which was budgeted to the WTP operations fund (421-82620-52103).

RECOMMENDATION:

Staff recommends that COF Contract No. 2022-0249 be recommended for approval by the Board of Mayor and Aldermen.



September 7, 2022

Cody Myers
City of Franklin
Water Treatment Superintendent
Water Management Department
838 Lewisburg Pike
Franklin, TN 37064
615-748-0377
cody.myers@franklintn.gov

Subject: Sole Source Supplier of Filtrasorb 300 Granular Activated Carbon

Dear JC:

Please be aware that Calgon Carbon Corporation is the sole source manufacturer and supplier of Filtrasorb 300 granular activated carbon. Filtrasorb 300 is a bituminous coal-based granular activated carbon, manufactured in the United States from domestically sourced coals, via a process known as reagglomeration. Filtrasorb 300 is made from a unique blend of multiple bituminous coals to produce an activated carbon with high adsorptive capacity and superior structural strength for durability.

The consistent performance and physical properties of the Filtrasorb 300 are directly attributable to the physical properties of the raw materials and the manufacturing processes. Unlike products from other manufacturers, Filtrasorb 300 uses only bituminous coals – no sub-bituminous, anthracite, coconut, or wood raw materials are used in the making of Filtrasorb 300.

This unique mixture of raw materials and manufacturing process influence the properties of the final GAC product. The density, abrasion, ash, and adsorption characteristics for all our Filtrasorb products are considered unique and are all dictated by the specific combination of the raw materials and process conditions.

To obtain a product that delivers the consistent, high-level performance of our Filtrasorb 300 you must specify and purchase from Calgon Carbon Corporation

Sincerely,

Michael Prevade

National Accounts Manager
Calgon Carbon Corporation
Drinking Water Solutions
(724) 417-0405
Michael.prevade@kuraray.com



September 26, 2022

Quote: FRNKTNSept2022

Lynn Waller
City of Franklin TN
838 Lewisburg Pike
Franklin, TN 37064

Lynn,

Thank you for your interest in Calgon Carbon Corporation to complete your upcoming GAC removal and reinstallation. We are pleased to offer our services to assist you in this endeavor.

The price for performing the GAC exchange of 60,000 pounds of Filtrasorb 300 activated carbon is \$ 115,832.00. This price is for (1) vessel at the Franklin WTP located at 838 Lewisburg Pike, Franklin TN 37064. It includes Virgin F300 carbon, freight, field service supervision, and reactivation/disposal of the spent carbon. Please note this proposal is subject to Calgon Carbon Corporation's standard terms and conditions, a copy of which are included. Please note this pricing is valid through 6/30/2022.

Scope of Supply:

Calgon Carbon Corporation is proposing to perform the GAC exchange by utilizing our bulk slurry techniques with our Food Grade bulk trailers. We will remove the spent carbon into these trailers and then the virgin Filtrasorb 300 will be installed into the adsorber (60,000 pounds) utilizing the same bulk slurry techniques.

Prior to scheduling the exchange and our arrival on site we will have to obtain a sample of the spent carbon and test it to make sure it can be processed at our facility, In most cases we are capable of processing and recycling the spent carbon which in this case is a means of disposal for The City of Franklin. We will discuss how to obtain a carbon sample if you elect to move forward with our proposal for the carbon exchange.

Once the testing has been completed and it is determined that the carbon is acceptable for reactivation, we will then schedule the actual exchange.

The testing typically takes 4 weeks to complete. If for some reason we cannot accept the spent carbon for reactivation and it must be disposed of via landfill, there will be additional costs for freight and landfilling.

This quote does not include any applicable taxes. Standard lead time is 10-15 business days after receipt of a purchase order.



If you would like to proceed with this offer, please email your PO or email authorization to my attention at Michael.prevade@kuraray.com. ***Be sure to include your site address, requested date for service, and reference the above quotation number on your purchase order.*** Please feel free to contact me at 724-417-0405 with any additional questions.

Sincerely,

Michael Prevade
Calgon Carbon Corporation
Drinking Water Solutions
724-417-0405

Terms and Conditions for the Sale of Carbon

1) DEFINITIONS:

- | | | |
|-----|----------------|---|
| (a) | Seller: | Calgon Carbon Corporation, a Delaware corporation |
| (b) | Buyer: | The buyer named in the Documentation |
| (c) | Documentation: | The Proposal, Confirmation or Acknowledgement, as applicable, for the sale of the Products to which these Terms and Conditions are attached |
| (d) | Carbon: | Any carbon sold pursuant to the terms of the Documentation |
| (e) | Products: | The Carbon and service, collectively, described in the Documentation |
| (f) | Agreement: | The Documentation, these Terms and Conditions and any attachments referenced in the Documentation |

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation, subject to these Terms and Conditions and other terms and conditions as may be stated in the Documentation. Unless otherwise stated in the Documentation:

(a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller;

(b) Sales Tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided;

(c) Products will be billed for at the time of delivery; and

(d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice.

4) PRICING CONDITIONS:

(a) Pricing Limitations: Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) Pricing Escalations: If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor:

- | | |
|------|--|
| (i) | Producer Price Index of other Petroleum and Coal Products Manufacturing, and |
| (ii) | Producer Price Index of Basic Organic Chemicals. |

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent adjustment to which all U.S. manufactured materials will be subject. Fees covered by this Agreement will, at no time during the contract period, be reduced.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (INCOTERMS 2010). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a twenty-five percent (25%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Product in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer, if Buyer is located outside the United States.

7) AVAILABILITY: Shipment dates (and delivery and installation dates if included in the scope of work description in the Documentation) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to

any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

9) INSPECTION: Buyer shall have the right to inspect the Products delivered under this Agreement and agrees promptly to notify Seller of any nonconformity, defective condition or breach of warranty, and unless Buyer gives prompt written notice to Seller of such breach of warranty, Buyer's rights and remedies under this Agreement shall be deemed to have been waived. No claim for breach of warranty may be made by Buyer more than ninety (90) days after date of delivery of such Product to Buyer hereunder.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity. The following provisions shall survive termination or expiration of this Agreement: Sections 2 (General), 10 (Termination), 11 (Limited Warranties), 12 (Limitation of Liability), 14 (Export Controls), 15 (Confidentiality), 18 (Applicable Law and Jurisdiction), 19 (Miscellaneous) and 20 (Entire Agreement).

11) LIMITED WARRANTIES: Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall conform to the specifications for such Products for the warranty period as published by Seller from time to time during the term of this Agreement. Seller shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after the date of delivery of the allegedly non-conforming Products by replacement of product or reperformance of services. Any Product removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPLACE A DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE GOODS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED HEREIN. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ANY ADVICE OR ASSISTANCE FURNISHED BY SELLER IN RELATION TO THE PRODUCTS SHALL NOT GIVE RISE TO ANY WARRANTY OR GUARANTEE OF ANY KIND, AND SHALL NOT CONSTITUTE A WAIVER BY SELLER OF ANY PROVISIONS OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN WRITING.

The sale of any Product pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by Seller. As such, Buyer agrees not to use the purchased Product for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, the Buyer agrees not to resell or sublicense the use of purchased Product for any use not expressly granted hereunder. **The sale of any Product pursuant to this Agreement does not grant any license, express or implied, by estoppel or otherwise, to any third party intellectual property including any combination, machine, or process in which Product may be used. Buyer agrees not to use, resell, or sublicense Product in a manner that would infringe the intellectual property rights of a third party, without first obtaining, at Buyer's expense, any necessary licenses.** Any indemnification obligations of the parties do not apply to any use of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material,

labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) MODIFICATION OF PROVISIONS: This Agreement cannot be modified except by agreement in writing signed by Seller.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent (i) assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products and (ii) use subcontractors (for which Seller shall be responsible).

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.



(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, quotations, order acknowledgments, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0249**

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

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

GAS EXCHANGE OF 60,000 POUNDS OF FILTRASORB 300 ACTIVATED CARBON

1. SCOPE OF SERVICES. 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. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed, based on the Fee Schedule as contained in Attachment A, in the Lump Sum Amount of **ONE HUNDRED AND FIFTEEN THOUSAND, EIGHT HUNDRED, THIRTY-TWO DOLLARS AND ZERO CENTS (\$115,832.00)**.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

CALGON CARBON CORPORATION:

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:



File #: 21-03706

DATE: October 10, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For The Unaddressed Property North Of And Adjacent To 1261 Lewisburg Pike (Map 106H, Parcel 04601).

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 sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 9/12/2022.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits, on the east side of Lewisburg Pike north of Henpeck Lane. The City of Franklin's Henpeck sanitary sewer interceptor runs through this property. When the interceptor was constructed, a service tap was made for this property. The applicant is simply looking to shift the property line to the middle of the creek between their two properties and the County is requiring them to get a letter of sewer availability from the City.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that this availability request be recommended for approval by the Board of Mayor and Aldermen, contingent upon the the applicant signing (and having recorded) the City's standard annexation agreement and the applicant signing (and having recorded) the City's standard availability agreement.



Type of Availability Requested: **CHECK ALL THAT APPLY:** ☒ Water ☒ Sewer

use additional sheets as necessary

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

For additional information or questions please call: 615-794-4554 **Date Submitted:** _____

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklinton.gov

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

There is a 30 day maximum turnaround time for the requests. Unless your request requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklinton.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

Only applicable if extending the water, sewer or reclaim water main lines.

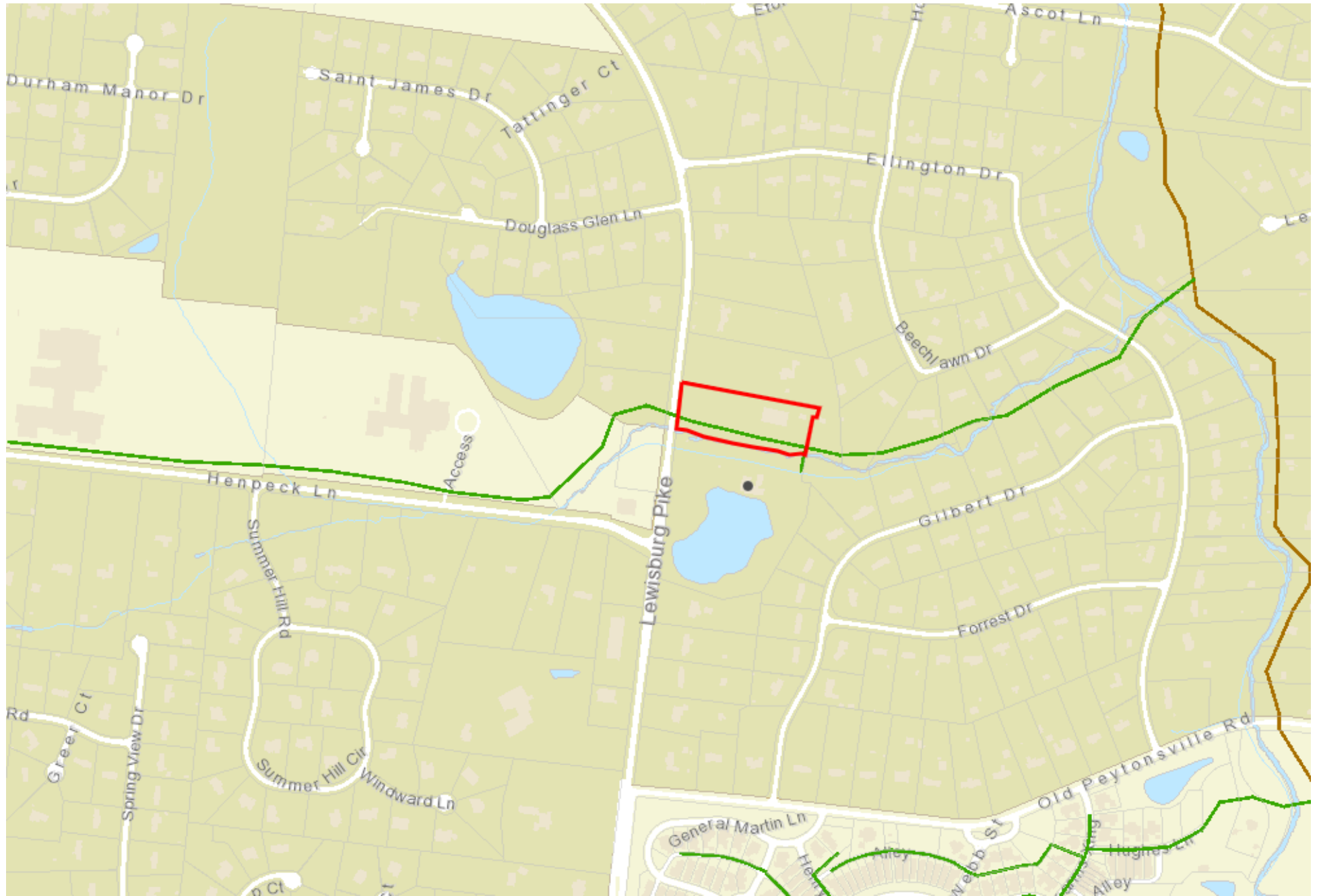
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (minimum \$1,000)	
Reclaim Water	\$1.25/LF (minimum \$1,000)	

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

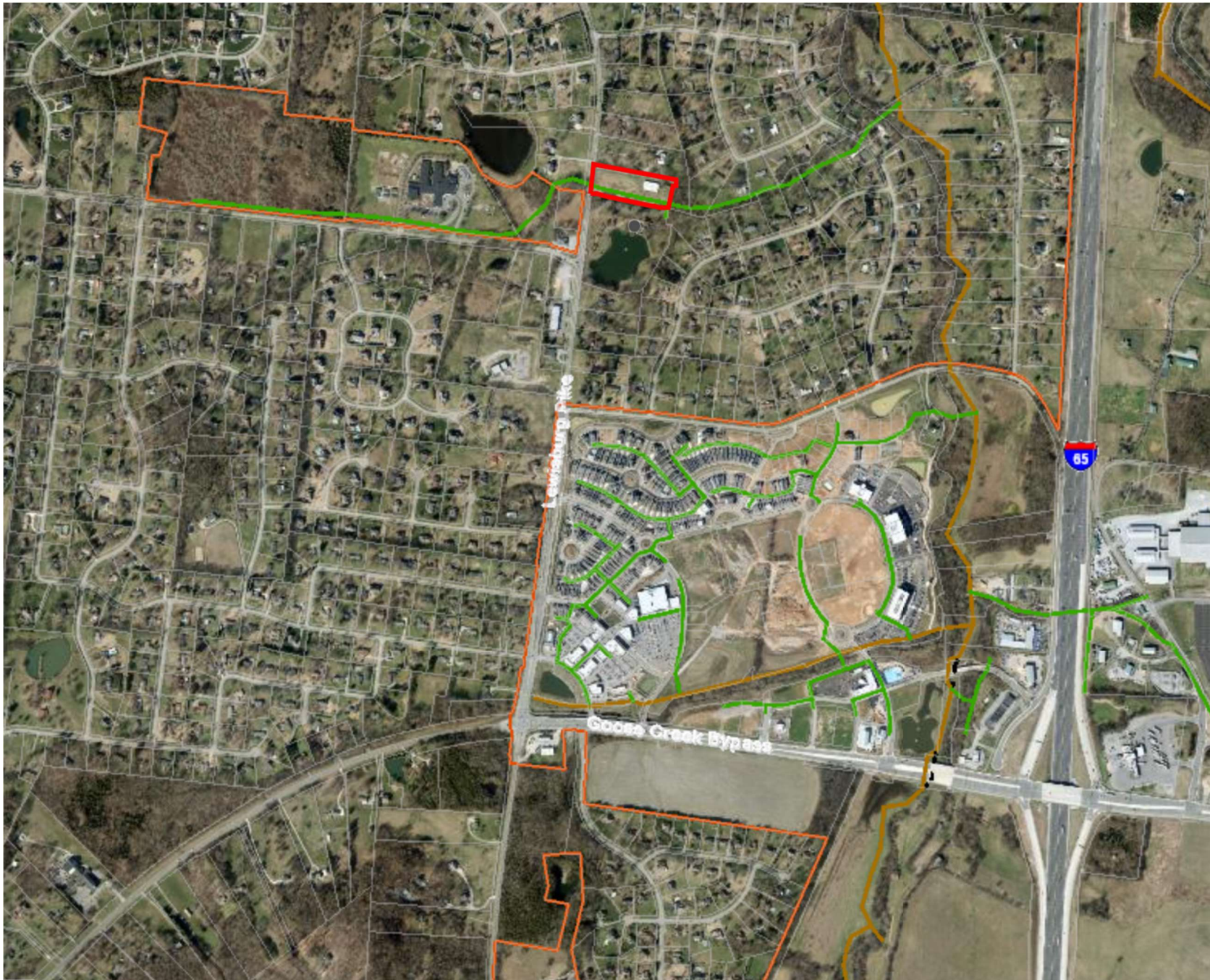
3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75 20 10	per doctor per employee per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person

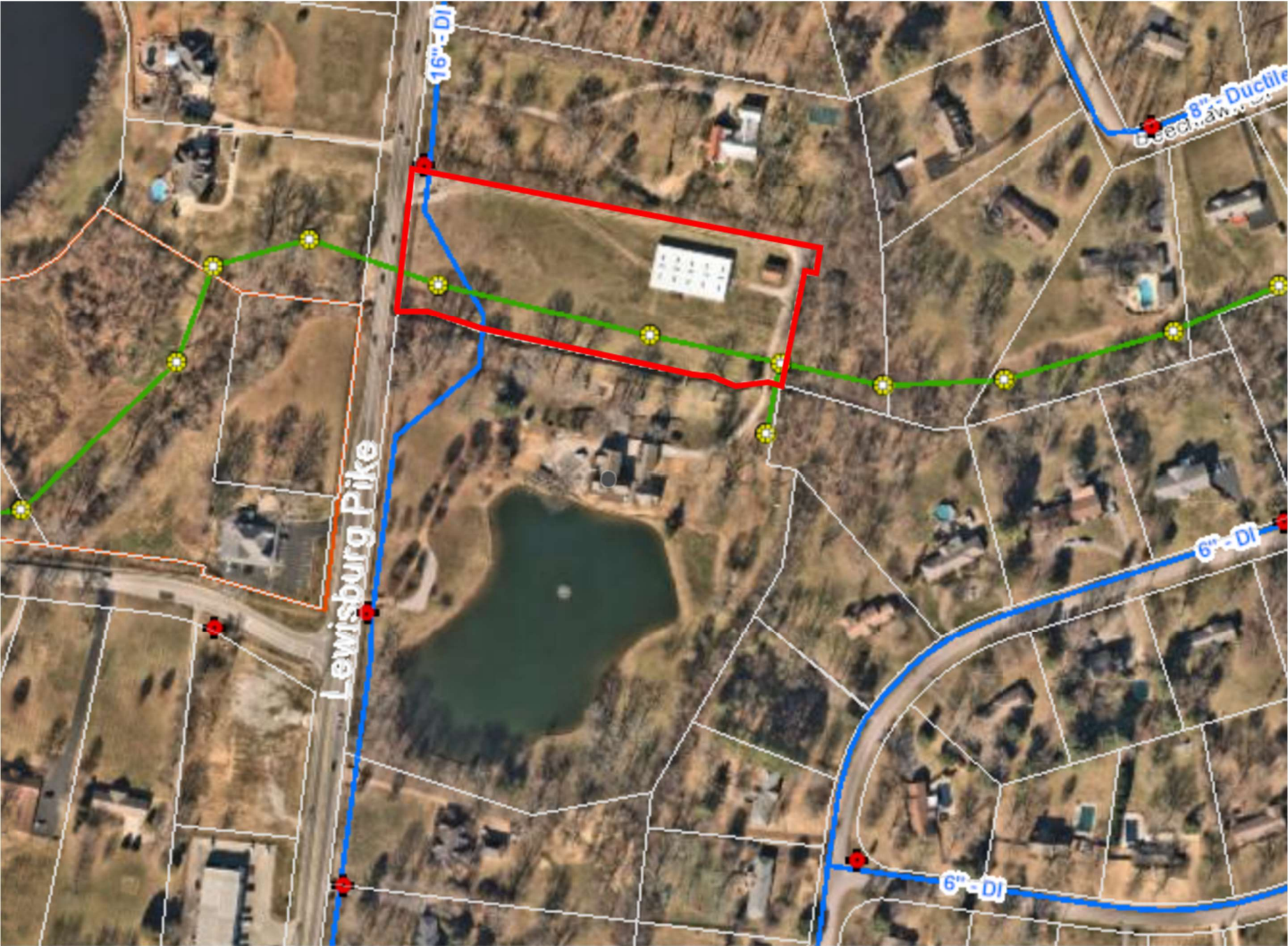
LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





File #: 21-03592

DATE: September 15, 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 Change Order 1 To COF Contract No. 2021-0069 With Haren Construction For Southeast Pilot Plant And Red Wing Reclaimed Water Pump Station Project For Time Extension

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Change Order No. 1 to COF Contract No. 2021-0069 with Haren Construction for the Southeast Pilot Plant and Red Wing Reclaimed Water Pump Station project.

BACKGROUND/STAFF COMMENTS:

The Southeast Pilot Plant and Red Wing Reclaimed Water Pump Station project was approved by the BOMA on June 22, 2021, and awarded to Haren Construction. This project was approved during the pandemic, and as a result, there have been many shortages of raw materials and significant production and shipment delays on this project. Delays were clearly communicated to the Water Management Department (WMD) at the time of ordering by the Contractor and efforts were made by the Contractor to relieve some of those as best as possible.

In their letter revised the first week of October 2022 and dated September 6, 2022, Haren has requested a time extension of 100 calendar days to be added to the project to both the Substantial Completion and Final Completion dates. Based on the original notice to proceed date of August 2, 2021, the revised substantial completion date will be October 7, 2022 with the revised final completion date fourteen (14) days later on October 20, 2022. Haren has been transparent in their complications with receipt of materials and workforce issues with many letters and emails as well as at the monthly progress meetings.

The Water Management Department and the engineer on the project, Hazen and Sawyer, agree that an increase in time is warranted due to the current construction climate.

FINANCIAL IMPACT:

No financial impact with this change order.

RECOMMENDATION:

Staff recommends that the Change Order 1 to COF Contract No. 2021-0069 be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: 1

Owner: **City of Franklin, TN** Date Issued: **10/17/2022**
 Engineer: **Hazen and Sawyer**
 Contractor: **Haren Construction**
 Project Name: **Southeast Pilot Plant and Red Wing Reclaimed Water Pump Station**
 Owners Contract No.: **COF 2021-0069**
 Effective Date of Change Order: **N/A**

The Contract is modified as follows upon execution of this Change Order:

Attachment(s):

Letter from Haren Construction dated September 6, 2022.

Description:

Extend time on contract for Substantial and Final Completion for project.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 3,882,000.00		Substantial Completion:	June 28, 2022
		Ready for final payment:	July 12, 2022
[Increase] [Decrease] from previously approved Change Orders		[Increase] [Decrease] from previously approved Change Orders:	
\$ 0		Substantial Completion:	October 7, 2022
		Ready for final payment:	October 20, 2022
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,882,000.00		Substantial Completion:	October 7, 2022
		Ready for final payment:	October 20, 2022
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 0		Substantial Completion:	October 7, 2022
		Ready for final payment:	October 20, 2022
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 3,882,000.00		Substantial Completion:	October 7, 2022
		Ready for final payment:	October 20, 2022

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____



Haren Construction Company, Inc.

September 6, 2022

Michael Orr, PE
Senior Associate
Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228
Office 615-783-1515
morr@hazenandsawyer.com

Re: Redwing & Pilot Milestone Time Extension Request – Rev1
Franklin SE Basin Pilot Facility
1365 Ascot Lane
Franklin, TN 37064

Mr. Orr,

This letter is a follow up to previous letters “HCCI Redwing & Pilot Milestone Time Extension Request” dated 9/6/22, “HCCI Pilot PEMB Manufacturing Delay” dated 4/4/22, “HCCI Equipment Delays Redwing PS” dated 2.25.22, an email notification on March 10, 2022, regarding the impact of external forces, beyond the control of HCCI or its Vendors/Subcontractors, on the Raw Material Supply Chain and Skilled Labor Resources affecting manufacturing by American Buildings Company for the SE Basin Pilot Pre-Engineered Metal Building, and multiple email notifications followed by conversations at our Monthly project Progress Meetings regarding the impact of external forces, beyond the control of HCCI or its Vendors/Subcontractors, on the Raw Material Supply Chain in regards to the Redwing Reclaimed Water Pumps. As you know the Franklin SE Basin Pilot Facility and Redwing Reclaimed Water Pump Station Project was bid and awarded in an ever-changing climate with no way of knowing the impacts of the ongoing changes to the International Raw Material Supply Chain. A nation-wide shortage of raw materials and skilled labor has caused significant delays to many facets of this project that has created a substantial delay in manufacturing of the Pumps, Insulated Metal Panels, Roof Panels, and metal trim.

Ongoing additional delays to obtaining substantial completion on the Redwing Reclaimed Water Pump Station (RPS) have been incurred due to issues with the City of Franklin Reclaimed Water supply that have prohibited our ability to complete the specified performance testing. HCCI attempted to complete operational testing the week of May 2, 2022, and the Reclaimed Water supply from the City of Franklin was too low to operate the RPS as designed. A second attempt at RPS operational testing was scheduled for June 14, 2022, which was cancelled the day of, resulting in additional costs to HCCI that have been paid for by the City of Franklin for rescheduling controls and SCADA integrator for onsite support. It wasn’t until a final attempt on July 14, 2022, that the City of Franklin was able to provide adequate Reclaimed Water Supply due to issues at the Franklin WWTP for HCCI and its subcontractors to complete the full system operational testing.

As of the date of this email HCCI has incurred additional delays for procurement of Chemical Metering Pump skids, In-line static mixers, Manual Motor Starters, 120V Instrument Disconnects, PP-1 and LP-1 power panels due to design changes and severe supply chain stress for electrical gear and electrical components beyond the control of HCCI and its subcontractors/vendors.

Please reference the chart below to help understand the time impacts of these delays.

Material	Expected Delivery	Actual Delivery	Comments
RPS Pumps	12/30/21	3/24/22	MFG Components Shortages
RPS Gate Valves	12/10/21	1/28/22	MFG Component Shortages

RPS Check Valves	2/25/22	4/22/22	MFG Component Shortages
Franklin RW Supply RPS	5/2/22	7/14/22	Owner Delay
PEMB	3/17/22	5/16/22	MFG Component Shortages
Electrical Gear			
PP-1	7/8/22	TBD	MFG Component Shortages
LP-1	7/11/22	9/15/22	MFG Component Shortages
EF Combo Starters	10/13/22	TBD	Delayed Release due to Design Changes
Chemical Pump Skids	4/27/22	9/16/22	Delayed Release due to Design Changes, MFG Delay due to component shortages
Inline Static Mixers	6/15/22	9/6/22	Delayed Release due to Design Changes

HCCI always plans for variability in our project schedules, however these delays are far above and beyond reasonable expectations for supply chain and workforce variances.

There are three milestones for this project as identified in the contract documents based off of a Notice to Proceed date of August 2, 2021:

- 1) Redwing Reclaimed Water Pump Station Substantial Completion – February 28, 2022
- 2) SE Basin Pilot Facility Substantial Completion – June 28, 2022
- 3) Franklin SE Basin Pilot Facility & Redwing Reclaimed Water Pump Station Final Completion – July 12, 2022

Based on the delays caused by forces outside of the control of Haren Construction Company, Inc. we formally request a time extension to each contract milestone as listed below.

- 1) Redwing Reclaimed Water Pump Station Substantial Completion – 163 Calendar Days to July 18, 2022
- 2) SE Basin Pilot Facility Substantial Completion – 100 Calendar Days to October 7, 2022
- 3) Franklin SE Basin Pilot & Redwing Reclaimed Water PS Final Completion – 100 Calendar Days to Oct. 20, 2022

Please consider that the delays to the project schedule, from sources that are outside of HCCI's control, have significant direct costs to HCCI but we understand these costs are non-reimbursable.

HCCI reserves the right to request additional time extension should the above delays be extended further or should any additional delays allowed per Standard General Conditions of the Construction Contract Section 4.05 occur beyond the control of HCCI.

Attachments: HCCI Pilot PEMB Manufacturing Delay, HCCI Equipment Delays Redwing PS

COST:

No damages for delay.

Sincerely,



Brennan Nielsen
Project Manager
Haren Construction Company, Inc.
bnielsen@harenconstruction.com

CC: HCCI Project File



File #: 21-03128

DATE: September 15, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
SUBJECT:

Consideration Of Ordinance 2022-09, An Ordinance To Amend The City Of Franklin Municipal Code, Appendix A - Comprehensive Fees And Penalties, Chapter 16 Streets And Sidewalks, Etc. For The Purpose Of Establishing A Fee In Lieu Of Building Sidewalks

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2022-09, An Ordinance To Amend The City Of Franklin Municipal Code, Appendix A - Comprehensive Fees And Penalties, Chapter 16 Streets And Sidewalks, Etc. For The Purpose Of Establishing A Fee In Lieu Of Building Sidewalks.

BACKGROUND/STAFF COMMENTS:

Section 9.6.5 of the Franklin Zoning Ordinance provides that payment of a fee in-lieu may occur instead of installing a sidewalk under certain circumstances and with certain requirements, with such fees in-lieu received to be used in accordance with the City Sidewalk Fund. City staff is recommending that the fee amount be codified within municipal code. Over the past few years, city staff has constructed numerous sidewalk gap projects in the built environment. The average cost of the recent sidewalk gap projects, where curb and gutter is not already installed, was \$93.00 per square foot. Staff recommends the fee in lieu be established at \$93.00 per SF of sidewalk.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that Ordinance 2022-09 be recommended for approval by the Board of Mayor and Aldermen.

ORDINANCE 2022-09

**AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE,
APPENDIX A – COMPREHENSIVE FEES AND PENALTIES, CHAPTER 16 STREETS
AND SIDEWALKS, ETC. FOR THE PURPOSE OF ESTABLISHING A FEE IN-LIEU OF
BUILDING SIDEWALKS**

WHEREAS, Section 9.6.5 of the Franklin Zoning Ordinance provides that payment of a fee in-lieu may occur instead of installing a sidewalk under certain circumstances and with certain requirements, with such fees in-lieu received to be used in accordance with the City Sidewalk Fund; and

WHEREAS, the City of Franklin, Tennessee, has completed an internal cost analysis of recent sidewalk gap projects constructed in order to establish a fee in-lieu of constructing sidewalks by a development; and

WHEREAS, the fee in-lieu shall be reevaluated yearly by the City Engineer; and

WHEREAS, the City has constructed sidewalk gap projects in the built environment. The average cost of recent sidewalk gap projects where curb and gutter is not already installed is \$93.00 per square foot. The sidewalk fee in-lieu shall be set at \$93.00 per square foot.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FRANKLIN BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

SECTION I. Appendix A, Comprehensive Fees and Penalties, Chapter 16 – Streets and Sidewalks, etc. of the Franklin Municipal Code be amended by adding the following fee to the tables and fees as follows:

<i>Sidewalk Fees in-Lieu</i>	
Sidewalk Fees in-Lieu of Construction	\$93 per square foot of sidewalk

SECTION II. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Law Approved 09.16.22

Approved as to form by:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:



File #: 21-03744

DATE: October 19, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of DRAFT Amendment 3 To COF Contract No. 2020-0012 With Hazen & Sawyer For The City's Southeastern Area Wastewater Capacity Evaluation For A Not-To-Exceed Amount Of \$3,042,400.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to a contract with Hazen & Sawyer for the Southeastern Area Wastewater Capacity Evaluation.

BACKGROUND/STAFF COMMENTS:

The Board approved COF Contract No. 2020-0012 with Hazen and Sawyer on March 10, 2021 to evaluate the southeast area of the City for additional wastewater capacity. The next phase of the evaluation period is the operation of the demonstration facility to determine potential reuse options, in addition to the preparation of a preliminary engineering report that will be developed from the data that is gathered from the demonstration facility. From the preliminary engineering report, a permit application will be developed for submittal to the Tennessee Department of Environment & Conservation (TDEC) should a new facility be determined is needed.

This amendment will cover the following work:

- Task 1 - Preliminary Engineering Report (PER) that is required by TDEC as part of the permit application process. The PER scope will be limited to meet the requirements of the application process and sufficient to characterize the potential future Clean Water Facility.
- Task 2 - Harpeth River Water Quality Model will be developed to demonstrate one potential alternative of reuse, augmentation of flow in the Harpeth River. TDEC requires assessment of the potential impact on the water quality of flow in the Harpeth River as part of the permitting process.
- Task 3 - Permit Application Support will assist in developing the applications needed for discharge or other operational needs of a potential new facility.
- Task 4 - Demonstration Facility Construction Inspection includes additional inspection that has occurred and will occur to complete the project due to the manufacturing delays experienced by the contractor.
- Task 5 - Demonstration Facility Operation Support includes staffing support by Hazen during increased periods of analysis & testing. Staff augmentation will be provided by Hazen to support City operations as provided by operators from both the Water Reclamation Facility & Water Treatment

Plant.

-Task 6 - Communications Support for continued stakeholder communications in Phase 2 to fully communicate the purpose and findings of the demonstration facility and the overall project focus.

FINANCIAL IMPACT:

Amendment 4 is for a not-to-exceed amount of three million, forth-two thousand four hundred dollars and zero cents (\$3,042,400.00).

RECOMMENDATION:

Staff recommends that Amendment 4 with Hazen & Sawyer to the City's Southeastern Area Wastewater Capacity Evaluation be recommended for approval to the Board of Mayor and Aldermen.

EVALUATION OF FRANKLIN'S SOUTHEASTERN WASTEWATER CAPACITY
COF CONTRACT NO. 2020-0012
AMENDMENT 4 – PERMIT APPLICATION ASSISTANCE

Hazen and Sawyer
October 14, 2022

BACKGROUND

The first phase of the project focused on identifying treatment capacity and long-term reuse options for the future CWF. Phase 1 included evaluation of Franklin-specific reuse alternatives; design and operation of a pilot facility to evaluate treatment technologies; regulatory coordination; and stakeholder outreach. Phase 2 will build upon Phase 1 and will include work necessary to obtain regulatory approval of the future CWF. Tasks included in Phase 2 include preparation of a preliminary engineering report, Harpeth River Water Quality Modeling, assistance with permit application and collaboration with TDEC, additional construction and operations support for the pilot, and communications support.

SCOPE OF WORK

The work tasks for Phase 2 that are included in this Amendment 4 are summarized as follows:

- Task 1 – Preliminary Engineering Report (PER) – A PER is required by TDEC as part of the permit application process. The PER scope will be limited to meet the requirements of the application process and sufficient to characterize the future CWF.
- Task 2 – Harpeth River Water Quality Model – One of the potential reuse alternatives is augmentation of flow in the Harpeth River. TDEC requires assessment of the potential impact on the water quality as part of the permitting process.
- Task 3 – Permit Application Support – Applications for each possible permit are required by TDEC prior to consideration or issuance of permits for the potential CWF.
- Task 4 – Pilot Facility Construction Inspection – Pilot facility construction is currently underway, and startup of the facility is anticipated in late summer of this year. The project has been delayed due to availability of materials required for construction. This has required extended time for construction coordination and inspection.
- Task 5 – Pilot Facility Operation Support – Pilot operation will be primarily delivered by Franklin staff but will require increased staffing during some periods of operation. This task provides staff augmentation by Hazen to support operation of the pilot facility.
- Task 6 – Communications Support – Support services for stakeholder communications are part of Phase 1 of the project and will be included and expanded in Phase 2 to fully communicate the purpose and findings of the pilot facility and the project overall.

Additional details of the scope for each task are included in the following sections.

Task 1 – Preliminary Engineering Report

The CWF permit application process requires development of a preliminary engineering report. Hazen will develop a preliminary design that includes preliminary sizing and layout of facilities for the proposed CWF. End-use targets, end-use specific water quality requirements, and data from the pilot facility will be used to establish unit process needs and sizing.

Hazen will develop and calibrate a BioWin model using the data collected during the pilot. The BioWin model will be used to determine sizing for the CWF biological system and to predict effluent water quality that will be treated through advanced technologies for water reuse.

Hazen will evaluate unit process layout, facility size, function, and architectural elements, and site use and layout as part of the preliminary design. Preliminary site plans, facility plans, electrical one-lines, and control system architecture will be developed. Anticipated level of detail for drawings is approximately 10%, intended to show conceptual facility function, preliminary sizing, and overall site layout sufficient to support regulatory review and fulfill permit requirements.

Hazen will identify and evaluate possible educational features that may be considered within the CWF. Consideration will also be given to possible opportunities to incorporate learning opportunities into the adjoining city park. Since the park is currently in various phases of design and construction it is important to understand what opportunities might be available to integrate into the area of the park. These features and possible locations will be identified as part of the PER and will set the starting point for more detailed planning and analysis during subsequent phases.

Hazen will evaluate potential existing collection system areas that might be considered for redirection to the future CWF. The effort will inform the likely initial flow at the facility and identify the possible phased increase in CWF flow in the near-term. The analysis will only identify likely connection points and flows and will not include routing study from the points of connection to the future CWF.

Hazen will develop a draft Preliminary Engineering Report to summarize facility design criteria, unit process sizing, and recommended layouts. The report will also include a compilation of the technical memoranda and reports developed in Phase 1, key decisions made during the preliminary design workshops, AACE Class 4 opinion of probable construction cost, detailed design sheet lists, anticipated specification list, list of required permits, evaluation of the construction schedule, and identification of items that require further consideration. Initial routing for incoming collection system, as well as end-use distribution to significant reuse sites will also be evaluated and documented as part of the preliminary design.

Task 1.1 Preliminary Design Workshops

Hazen will conduct a total of four preliminary design workshops, each of which will focus on the specific aspects of the preliminary design.

CWF Treatment Technology and CWF Campus Workshops

Three workshops to confirm/establish:

- Design criteria,
- Sizing and layout of the unit processes,
- Hydraulic considerations,
- Overall site layout/ permanent stormwater control features,

- Operations and Maintenance considerations,
- Construction costing assumptions and methodology,
- Education and public engagement considerations,
- Sustainability/resiliency considerations.

Preliminary Design Review Workshop

Hazen will coordinate and lead a workshop to review the Draft Preliminary Engineering Report. The objective of the workshop will be to review the significant elements of the proposed treatment plant. Comments will be documented in standard comment logs and incorporated into the final Preliminary Design.

Task 1 Deliverables:

- Workshop slides and meeting minutes
- Preliminary design package that includes
 - Preliminary Engineering Report
 - Preliminary Drawings
 - AACE Class 4 opinion of probable construction cost

Task 2 – Harpeth River Water Quality Model

Hazen will develop a calibrated Qual2K model to evaluate the impact of a purified water discharge from the future CWF to the Harpeth River at approximately RM 92.5. The Qual2k model will incorporate temperature, biochemical oxygen demand, nitrogenous oxygen demand, dissolved oxygen, and primary algal production to predict water quality fate and transport. The model will be developed to characterize the impact of future CWF discharge on Harpeth River water quality and will be performed in coordination and accordance with TDEC requirements for such assessments. Hazen’s modeling team includes Qual2K model developer Dr. Steven Chapra.

Task 2.1 – Data Gathering and Review

Model development will require acquisition, compilation, and evaluation of various data from multiple sources. Some data exists for the task, and some will be collected during the term of the project. The effort will include the following:

- Gathering and compilation of existing data, including existing model files developed by US EPA and TDEC and river characterization data collected previously by others.
- For new data required for model development, Hazen will develop sampling plan in accordance with the data needed for model calibration and verification, and in conjunction with TDEC requirements outlined in modeling guidance.
- Hazen will contract with Trutta Environmental to conduct a longitudinal stream profile for the segment of the river to be included in the model.
- Hazen will conduct two five-day sampling events along the reach of the river targeting low-flow periods of the year. Hazen will contract directly with a third-party laboratory for analysis of samples collected.
- Hazen will deploy six water quality sondes along reach of river study area during the 3-month study period.
- Summarize and evaluate sampling data.

Task 2.2 – Water Quality Modeling

Hazen will develop and calibrate a Qual2K model in accordance with TDEC requirements and in conjunction with Qual2K model developer Dr. Steven Chapra. The calibrated model will be utilized to evaluate the potential impact of surface water augmentation from the new CWF. Results of the modeling effort will be utilized to guide and support the selected path forward for the CWF and possible use of surface augmentation as a reuse alternative. Modeling tasks include the following:

- Model development with internal and TDEC review.
- Model calibration using collected data with internal reviews and TDEC review.
- Development of multiple modeling scenarios with internal reviews and TDEC review. It is assumed that modeling scenarios will be limited to five unique conditions.

Task 2.3 – Team coordination

The following coordination activities will be performed as part of the modeling effort.

- Kick-off meeting between the modeling team and TDEC to discuss the proposed sampling and modeling efforts.
- Initial Team reconnaissance visit to field verify sampling locations and boat access.
- As-needed coordination meetings with TDEC personnel. As-needed coordination meetings with other government agencies that provide data and support regarding the Harpeth River. Twelve meetings are assumed for this task.
- Workshop to present preliminary findings.
- Quarterly QC meetings with Dr. Chapra.
- Workshop to present the draft study report.
- It is assumed Dr. Chapra will attend two meetings in person, including the initial team recon field visit and a meeting to present the final model results.

Task 2 Deliverables:

- Meeting minutes
- Modeling Results Technical Memorandum that:
 - Details the sampling methodology and implementation
 - Describes the model calibration
 - Details the scenarios selected for evaluation
 - Summarizes the findings of the modeling effort
 - Summarizes the assimilative capacity of the Harpeth River from mile 92.5 to mile 43.6 for surface water augmentation from the CWF

Task 3 – Permit Application Support

The water reclamation and nutrient management methods proposed for the potential CWF are subject to multiple regulatory programs within TDEC-DWR, including the NPDES and the State Operating Permit programs. As part of the current scope of work, the project team has coordinated with TDEC since April 2020 to inform TDEC of project specific drivers and capacity needs; to discuss potential reuse treatment alternatives and technologies; and to gather comments on pilot facility design and operation. The next required step is development of an appropriate permit application for the potential South CWF.

Task 3.1 Compile Permit Application Packages

Based upon work performed to date, it is anticipated two separate permit applications will be required. An NPDES permit will be required for potential augmentation of the Harpeth River and a State Operating Permit will be required for potential augmentation of the WTP Raw Water Reservoir. Each package will include the individual applications as defined and required by TDEC. The following deliverables will be developed as part of this Permit Application Package task:

- Permit applications
- Hydrogeologic Study Report
- Pilot Testing Technical Memorandum
- Alternatives Evaluation Technical Memorandum
- Social and Economic Benefit Technical Memorandum
- Preliminary engineering report

Task 3.2 Post-Application Submittal Support

Following submittal of the application package, Hazen will continue to provide support throughout the permitting process. Once the application(s) are submitted, it is anticipated the process will require one year to achieve issuance of the appropriate permit(s) for the South CWF which includes:

- Attending any TDEC-DWR meetings and/or public hearings (6 assumed)
- Review of draft permit(s)
- Review of final permit

Task 3.3 Post-Issuance Support

If additional permit support is needed, Hazen will provide engineering services on an as-needed basis.

Task 3 Deliverables

- Meeting minutes
- Permit Application Package

Task 4 – Pilot Facility Construction Inspection

The Pilot Facility was originally scheduled for completion on July 12, 2022. However, construction materials delays associated with COVID resulted in an overall delay in completion of the project. Construction is now scheduled to be complete on October 31, 2022. An estimated 4 months of additional engineering and inspection services are required to cover the project.

Additionally, C&T Engineering provided inspection services during the geotechnical investigation of the CWF site. C&T Engineering inspectors expended 109 hours of time during the months of April and May 2022 related to this investigation.

Task 5 – Pilot Facility Operation

Task 5.1 Staff Augmentation

The initial scope of work assumed a minimal level of Hazen-provided staff augmentation for operation of the pilot facility. Based on the ultimate selection of technologies, associated pilot equipment, level of monitoring and sample collection required, it was determined that additional staff augmentation should

be made available to support pilot operation. Hazen will provide varied levels of staff augmentation throughout the 9-month pilot operation but assumed to equal 1 additional full time equivalent (FTE) for the duration. During operation of the bench scale pilot, staffing will be increased to support operation. Augmentation will be provided when City staff are unavailable due to other duties, address operational issues during off-hours, periodic weekend support, and support during other situations such as increased sampling when evaluating various operational conditions. Augmentation level is based on the following staffing assumptions.

- 9-month full-scale pilot – 1 FTE (1560 hours)
- 3-month bench scale pilot – 1 FTE (520 hours)

The majority of laboratory analysis required for the pilot facility will be performed by City forces or through existing City laboratory contracts. During the pilot it may be necessary to perform some specific analyses with outside laboratories not contracted by the City directly. An allowance is included in this task to cover any such occurrence.

Task 5.2 Algae Simulation

An algae pilot system will be placed onsite and operated for a portion the pilot schedule that aligns with the growing season. The simulation be used to supplement the assessment of reuse water and associated algal growth and related parameters (e.g., pH, DO, etc.). The simulation will provide insight into reservoir management practices.

The experimental approach includes two small-scale systems that mimic full-scale system dynamics, maintaining portions and using source material (e.g., substrate and water from the reservoir and river, respectively). The two small-scale systems will receive reuse pilot effluent and will be monitored weekly for a suite of parameters (i.e., TOC, DOC, DO, pH, UV254, temperature, iron, manganese, chlorophyll-a, phycocyanin, total phosphorus, phosphate, total dissolved phosphorus, total nitrogen, ammonia, and nitrite/nitrate), including algal enumerations and biomass. The river and reservoir systems will be inoculated with indigenous algal population collected from each source, respectively. Data collected will be analyzed and assessed for statistical significance, and results will be coupled with QUAL2K modeling, aiming to complement findings.

Task 6 – Communications Support

Hazen will assist City of Franklin staff in communications and outreach related to the demonstration facility and CWF, which will include tasks such as stakeholder and media engagement, materials development, and facilitating trainings.

Task 6.1 Meetings, Trainings, and Stakeholder Planning

One-on-One Meetings with Stakeholders

One-on-one meetings with key project stakeholders will be held periodically to both provide information and hear questions and concerns. This will include identifying stakeholders, setting up and conducting up to six virtual meetings, and providing notes on the meeting outcomes.

Presentations to Partner Organizations

Hazen will develop and refine the presentation(s) for partner and other stakeholder meetings and communications team members will participate in meetings as necessary (assumes ongoing coordination with up to five partner organizations). This will include taking notes on the meeting feedback and incorporating the feedback into presentations and other materials.

City Staff Presentations/Learning Sessions

Any City of Franklin employee who regularly interacts with the public and may receive questions about the project should know where to refer people to get more information and have a basic understanding of the project messages. Hazen will support the City in scheduling and conducting up to two employee learning opportunities whether they be lunch and learn trainings, “all-hands” meetings, etc. This will include developing a presentation and up to two other training documents.

Media Spokesperson Training

Hazen will provide an up to two-hour workshop for all key public-facing personnel for the project to help ensure the most effective media outreach and to coordinate practice on responding to questions, etc.

Tour Guide/Presentation Workshops

Hazen will conduct a one-hour training for project tour guides and presenters to ensure they are familiar with the project messages and content and what key points to make at each location along the tour route as well as out in the community.

Task 6.2 Materials

Internal Frequently Asked Questions (FAQs)

What are all the potential questions that could come from elected officials, community members, organizations, etc. to do with the various elements of the project? This approximately two-page document will include an expansive list of tough questions that the team should be able to answer in advance of public outreach, as well as the agreed upon responses.

Updated Message Plan

In addition to the overarching project need and benefit messages that have already been determined, additional messages/themes will be developed to ensure that topics of the most interest to the community (costs, river impacts, facility locations, etc.) are addressed and included in project materials as appropriate. This plan will be informed by the internal FAQs.

Project Fact Sheet

This document (two-sided, 8.5 x 11) will be geared to a general audience, use layperson’s language, highlight key messages, and include simple graphics depicting the treatment processes.

External FAQs

This will be a public version of the most likely questions that may come from the community and the responses. This two-sided, 8.5 x 11 document will cover a variety of topics and potentially be divided by topic area.

Branding and Logo

A specific brand, logo, and color theme that aligns with existing Franklin materials and creates identification for the reuse project will be developed. This includes agreement on a project name.

Project Microsite Framework

A framework for a project microsite (a smaller site within the Water Management Department page on the City website) will be developed. The framework will include recommended visuals, graphics, interactive elements, and key information about the project that should be housed on the site.

Supporter Videos/Testimonials

Initial key project spokespeople/champions who are willing to vocalize their knowledge of and support for the project in short video clips will be identified and scheduled for filming. Short video clips (assumes up to five separate up to two-minute clips) of them providing their reasons for supporting the project will be filmed for including on the website and other communication channels.

Task 6.3 Demonstration Facility Specific Materials and Outreach

“Seeing is believing,” and making the demonstration facility accessible to the public will go a long way in securing community support. Providing tours of the demonstration facility can be central to the public outreach strategy after the initial preparations are complete. It is recommended that this facility remain a key part of the outreach even after the testing has taken place and while the CWF may be under construction. Note: some of the materials for the demonstration facility could likely be used again for a learning center at the CWF.

Demonstration Facility Signage

Visually interesting but succinct signage for the demonstration facility, whether it will be used for in-person walkthroughs or a virtual tour, will be developed. These will include an introductory sign, as well as ones for each step of the water purification process and one that explains the final product and next steps.

Tour PowerPoint Presentation

A short PowerPoint presentation about the project and the demonstration facility to present ahead of the walking tour of the demonstration facility will be prepared and updated as needed. This presentation could also be used at community presentations and other outreach events.

Water Purification Demonstration Facility Brochure

A trifold tour brochure will be developed that includes: an overview of the project, a schematic of the facility, icons and photographs of the equipment, and an explanation of each of the treatment barriers involved in the purification process. The brochure will be geared to a general audience and use layperson’s language.

Virtual Tour Video

A virtual tour provides an up-close look at the demonstration facility, as though the viewer is walking through the facility along with the tour guide. A video (approximately 8-10 minutes) will be developed and include footage of the equipment and explanations of each treatment barrier in the process. This will include developing a script, conducting filming with City team members, and editing and finalizing the video.

Tour Program Plan for the Demonstration Facility

A tour program plan and recommendations for inviting stakeholders, interested parties, elected officials, students, media, and other civic, business, environmental and community groups, etc., to attend facility tours will be developed. This plan will also include best practices for conducting tours and sample scheduling materials.

Open House Event

Hazen will support the City in planning and holding an open house at the demonstration facility, where members of the public are invited to participate in tours, as well as other family-friendly activities. It would be an up to four-hour event and preferably take place on a weekend, and include a tent with

stakeholder booths, youth activities, etc. and a chance for the public to interact with City officials and project team members.

Task 6.4 Media Coordination

Media Kit

Two versions of a media kit (hard copy and electronic) with project information for distribution to media representatives and editorial boards will be developed.

Meetings with Reporters and Editors

Hazen will support the City with scheduling up to four meetings with local and regional reporters to provide project information, with a particular focus on the local media.

Press Release/Template Articles about the Demonstration Facility Becoming Operational

Hazen will work with the City to develop a press release and up to two template articles about the demonstration facility for distribution to reporters, news organizations, and stakeholder partners.

Opinion Editorials

Opinion editorials for placement in newspapers or other publications will be developed as an effective way to share project information with the community. They will include key messages and be connected with themes such as Water Quality Month, Drinking Water Week, Public Works Week, etc. and could potentially be co-authored by a variety of project advocates, including elected officials, partner groups, or other organizations. Hazen will coordinate with the City to develop up to four pieces for publication.

Social Media Plan

A high-level social media plan will be developed to identify social media users, bloggers, and other influencers who could be good collaborators, as well as to outline potential posts about the project for various communication channels and provide guidance on engaging with users on various platforms including Nextdoor.

Task 6.5 Public Outreach and Education

Community Event Database

Hazen will provide guidance for the City on participation in community events, including events held by partner/stakeholder groups. Lists of key events will be requested from community leaders and developed into a database.

Speakers Bureau

Hazen will support the City in reaching out to and scheduling presentations for up to six community groups, organizations, etc. to provide information about the project and periodic updates about the progress and next steps.

Partner Communications

Hazen will identify opportunities to provide articles and other content to stakeholder groups, which could include writing and placing up to four articles about the project, organizing participation in up to three activities sponsored by community groups, and recommending other activities that involve collaboration with community partners.

CWF Educational Facility Planning

Hazen will collaborate with the City team to develop a plan for an educational/learning center at the CWF. This could include brainstorming exhibits, displays and interactive elements, and coordination with a visitor/site experience consultant.

Task 6.6 On-call Outreach Support

As-needed support will be provided based on outcomes of various stakeholder activities. This on-call support will be provided if necessary for assistance outside of the specific tasks identified within this section, or to supplement efforts should more time be required than budgeted for each task.

Task 7 – Project Management

The Hazen team will manage the on-going task to assure the City's goals continue to be met for overall budget, schedule, and functionality. To aid in a successful project and in order to keep the City fully involved in the evaluation and decision making progress, in addition to specific workshops, monthly progress conference calls and/or meetings will be held to review project status and to receive comments on any work performed.

During the extended contract period, we will continue to issue monthly status reports with each invoice to keep the City informed of progress and any deviations from scope, schedule, or budget that have occurred.

SCHEDULE

CONSULTANT will begin work upon NTP from OWNER and complete work according to the following schedule. The schedule is contingent upon TDEC review time and appropriate weather conditions for field work.

FEE

The fee is **\$2,992,400** and will be billed in accordance with COF Contract No. 2020-0012. Task hours and fees are broken down as follows.

Task	Task Description	Hours	sub-fee	Fee
Task 1	Preliminary Engineering Report (PER)			\$1,123,100
	Preliminary discipline design	3906	\$782,600	
	Park campus feature integration	152	\$32,100	
	Influent conveyance routing	158	\$29,500	
	PER workshops	198	\$41,000	
	PER draft and final report	948	\$191,600	
	AACE Class 4 Cost Estimate	108	\$22,000	
	QA/QC	104	\$24,300	
Task 2	Harpeth River Water Quality Model			\$592,300
	Kick-off/field recon/model needs assessment	268	\$49,200	
	Continuous water quality monitoring	188	\$27,900	
	Water quality data collection events	346	\$53,300	
	Qual2K model development, calibration, verification	604	\$98,700	
	Qual2K model scenarios	136	\$23,000	
	TDEC/Govt. agency coordination	96	\$19,200	
	Workshops (preliminary findings, draft TM)	196	\$32,000	
	Technical Memorandum draft and final	378	\$64,400	
	QA/QC	62	\$12,600	
	<u>Sub-consultants and Expenses</u>			
	Dr. Steven Chapra		\$22,000	
	Continuous water quality monitoring equipment rental		\$35,000	
	Trutta (longitudinal stream profile/velocity profile)		\$125,000	
	Water quality sample laboratory analysis		\$30,000	
Task 3	Permit Application Support			\$180,700
	Compile permit application package	420	\$81,600	
	Post application submittal support	328	\$68,800	
	Post permit issuance support	152	\$30,300	
Task 4	Pilot Facility Construction Inspection			\$87,700
	Additional progress meetings (4)	28	\$6,400	
	Additional construction administration (4 months)	160	\$31,300	
	<u>Sub-consultants and Expenses</u>			
	C&T Engineering		\$50,000	

Task	Task Description	Hours	sub-fee	Fee
Task 5	Pilot Facility Operation Support			\$523,900
	Staff coordination	396	\$80,700	
	Pilot operation staff augmentation	2080	\$331,300	
	Algae pilot	288	\$44,900	
	<u>Sub-consultants and Expenses</u>			
	Laboratory analysis allowance		\$50,000	
	Algae pilot equipment and sample analysis		\$17,000	
Task 6	Communications Support			\$328,100
	Meetings, trainings, stakeholder planning	252	\$50,600	
	Materials development	220	\$38,100	
	Demonstration facility materials and outreach	384	\$68,900	
	Media coordination	92	\$18,100	
	Public outreach and education	136	\$24,900	
	Videography	16	\$3,200	
	On-call support services	200	\$39,400	
	Communications coordination	88	\$19,900	
	<u>Sub-consultants and Expenses</u>			
	Sheridan PR		\$50,000	
	Videography and expenses		\$15,000	
Task 7	Project Management			\$196,600
	Progress meetings, staff coordination, status reports, etc.	800	\$196,600	
	Miscellaneous Expenses (travel, lodging, etc.)			\$10,000
TOTAL AMENDMENT				\$3,042,400



File #: 21-03682

DATE: October 5, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2022-0275, A Reimbursement Agreement with Columbia Gulf Transmission, LLC For Natural Gas Pipeline Adjustments, Removals, Alterations And/Or Relocations Associated With The East McEwen Drive Phase 5 Extension Project At An Estimated Cost Of \$1,549,595.

PURPOSE:

The proposed McEwen 5 project is a joint project between the cities of Brentwood and Franklin. The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0275, a reimbursement agreement with Columbia Gulf Transmission, LLC (CGT) for the adjustment, removal, alteration and/or relocation of three (3) high pressure natural gas pipelines that will be affected by the East McEwen Drive Phase 5 Extension Project (McEwen 5).

BACKGROUND/STAFF COMMENTS:

McEwen 5 is a joint project between the cities of Brentwood and Franklin to extend East McEwen Drive from its existing terminus at Wilson Pike (SR-252) to approximately 1,300 feet east of Franklin's eastern city limits. At full build-out, the roadway will be a 4-lane, median divided facility with turn lanes, as needed, for side streets. The project will include curb & gutter drainage, a multi-use path, and street lights. Closer to project construction, the cities of Brentwood and Franklin will decide whether to proceed with the full build-out of the project as a 4-lane, median divided facility or to build an interim, 2-lane median divided facility with space to expand in the future. Plans are being prepared to allow for the purchase of right-of-way for the full build-out condition.

With either build scenario, construction will impact the three (3) existing high pressure natural gas pipelines that cross the proposed roadway alignment. Because this will be a new roadway crossing through an existing easement and over existing pipelines, the owner of the pipelines, Columbia Gulf Transmission, LLC (CGT), is requiring the project to inspect and upgrade the pipelines to meet any new safety standards. The inspection and upgrade work on the pipelines will include:

- a. excavation within project limits,
- b. remove the existing protective coating,

- c. sandblast,
- d. perform non-destructive examination,
- e. complete any necessary repairs, re-coat the line, and
- f. pour a protective structural concrete slab over the pipelines.

This work must be performed by an approved contractor, who will be hired and supervised by CGT. All internal & external costs and expenses to perform this work for the project by CGT must be reimbursed by the City. It is necessary to do this utility work as early as possible to avoid potential delays as the project gets closer to the construction phase.

FINANCIAL IMPACT:

CGT has estimated the cost to perform the work associated with COF Contract No. 2022-0275 at \$1,549,595.00. However, this amount is only a good faith estimate, and the actual final cost may change. Per this reimbursement agreement, Franklin will ultimately be required to reimburse CGT for the actual cost of all work performed. As with the rest of the project, Brentwood will also share in the costs of this utility work.

Per the original 2007 agreement and its amendments between the cities of Brentwood and Franklin, the cost sharing for this project is based upon the percentage of "contributing properties" located within Brentwood and Franklin. More specifically, Brentwood is responsible for 59.42% and Franklin for 40.58% of costs for the portion of the project from Wilson Pike to the Franklin/Brentwood limits. The city of Brentwood is responsible for 100% of costs for the portion of the project from the Franklin/Brentwood limits to the Brentwood/Williamson County limits. Therefore, per the terms of the original 2007 agreement and its amendments with Brentwood, Franklin's share of the \$1,549,595.00 estimated cost associated with this contract (COF Contract No. 2022-0275) is \$628,825.65. However, Franklin will initially pay the full amount of the agreement to CGT and request reimbursement from Brentwood for its proportionate share.

RECOMMENDATION:

Staff recommends that COF Contract No. 2022-0275 with Columbia Gulf Transmission, LLC be recommended to the Board of Mayor and Aldermen for approval.

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “**Agreement**”) is made as of this _____ day of _____, 20____, by and between Columbia Gulf Transmission, LLC, a Delaware limited liability company, whose address is 700 Louisiana Street, Suite 1300, Houston, Texas 77002 (the “**Company**”) and The City of Franklin, Tennessee, whose address is _____ (the “**Payor**”). Company and Payor are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Company is an interstate natural gas transportation company operating facilities certificated and regulated by the Federal Energy Regulatory Commission and subject to the U.S. Department of Transportation Pipeline Hazardous Materials Safety Administration’s pipeline integrity management and safety regulations. Company owns and operates three (3) high pressure, cathodically protected underground natural gas pipeline(s) and other related facilities and appurtenances which are designated as Lines ML 100, 200 and 300 (collectively, whether one or more, the “**Pipeline**”). The Pipeline was constructed and is operated in accordance with the provisions of a valid and existing right of way agreement dated November 3, 1953, from Walter M. Morgan and wife, Virginia C. Morgan to Gulf Interstate Gas Company recorded in the County Clerk’s Office for Williamson County, Tennessee in Deed Book 96, Page 198, with property tax parcel identification number 061-009.02 (collectively, the “**Property**”).

WHEREAS, Payor desires to extend a portion of East McEwen Drive, known as The McEwen Phase V Project (the “**Project**”), located within the city limits of Franklin, Williamson County, Tennessee. The Project is shown or described in Exhibit A, which is attached hereto and incorporated herein.

WHEREAS, at Payor’s request, Company has agreed to cause or perform the necessary adjustments, removals, alterations and/or relocations of the Pipeline (hereinafter the “**Work**”).

WHEREAS, Payor has agreed and shall fully and completely reimburse Company for all internal and external costs and expenses associated with performing the Work.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Performance of the Work.** Payor will coordinate with Company on the construction details and timing of the Project. Company may utilize contractors it, in its sole discretion, deems qualified to perform all or any part of the Work. After Company excavates the Pipeline, Company shall remove coating, sand blast, perform non-destructive examination, complete any necessary repairs, and recoat the Pipeline. Following the Company’s inspection, Company will place a protective structural slab over the Pipeline as depicted in Exhibit A for Payor to build an asphalt road extension across the Pipeline.

2. **Insurance.** Company shall maintain policies of insurance from insurers licensed to do business in the state in which the Work is to be performed that meet the following requirements and have the following policy limits:

- a) Commercial General Liability insurance in limits of \$2,000,000 per occurrence and in the aggregate including coverage for, at a minimum, bodily injury liability, broad form property damage liability, contractual liability and products and completed operations coverage;

- b) Automobile Liability insurance providing coverage for any auto used in providing under this Agreement in limits of \$2,000,000;
- c) Workers Compensation insurance for supplier's employees providing under this Agreement in the limits required by the laws of the state(s) in which this Agreement is to be performed;
- d) Employer's Liability insurance with limits of \$1,000,000 for each accident, \$500,000 for each employee and \$1,000,000 for each policy; and
- e) Professional Liability insurance in limits of \$1,000,000.

3. **Reimbursement and Commencement of Work.** In consideration for Company's performance of the Work, Payor shall fully and completely reimburse Company for any and all internal and external costs and expenses that Company, or anyone acting on Company's behalf, incurs as a result of performing the Work, including all overhead costs and expenses and the amount that Company requires as reimbursement for the income tax impact associated with Company being paid or reimbursed for, or otherwise provided with, the costs and expenses associated with the Work (the "**Tax Gross-Up**").

- a) The Company's best initial estimate of the internal and external costs to perform the Work (the "**Estimate**") is shown and set forth on Exhibit B, which is attached hereto and incorporated herein by reference. However, the Parties recognize that Company's Estimate presents a good faith estimate only and, in the implementation of the Work, Company makes no assurances that the actual costs of the Work and other activities of Company will not exceed Company's Estimate.
- b) Company, or Company's contractors, shall have no obligation to commence performance of the Work until execution of this Agreement and payment of the Estimate by Payor to Company via wire transfer per the Company's instructions (the "**Advance Payment**"). If, prior to the completion of the Work, Company becomes aware that the costs to be incurred in the performance of the Work will exceed the Estimate by more than ten percent (10%), Company shall provide prompt written notice, including a revised estimate detailing the increased costs. The Payor shall pay the difference between the Estimate and the revised estimate within thirty (30) days of receipt of written notice from Company. The Company may suspend the Work if such payment is not made timely.
- c) If Payor decides to cancel or postpone indefinitely the contemplated Work, Payor agrees to reimburse the Company for all costs expended by the Company or for which the Company remains obligated at the time of the cancellation or indefinite postponement, plus any incremental costs incurred by the Company resulting from early termination of the Work. Such amounts shall be deducted from the Advance Payment and any remaining balance shall be returned to Payor within sixty (60) days of such cancellation or indefinite postponement. Notwithstanding the foregoing, any costs in excess of the Advance Payment shall be paid by Payor upon receipt of the Company's invoice therefor.
- d) Within ninety (90) days of the conclusion of the Work, Company will provide to Payor a final cost and expense report identifying and detailing Company's actual internal and external costs and expenses to complete the Work, including all

overhead costs and expenses and any Tax Gross-Up (the “**Actual Cost**”). In the event the Actual Cost exceed the Advance Payment, Payor shall, within thirty (30) business days of receipt of the final cost and expense report, provide Company with funds equaling such excess Actual Cost via wire transfer. In the event the Actual Cost are less than the Advance Payment, Company will, within sixty (60) business days following delivery of the final cost and expense report, electronically transfer funds equaling the excess amount to Payor via wire transfer per the Company’s instructions. Unless, invoice payment is made within thirty (30) days, interest shall accrue at the U.S. Prime (as published in the “Money Rates”) table of The Wall Street Journal, English Edition, (or any widely accepted successor publication thereto) applicable on the business day immediately prior to the due date of payment and thereafter on the first day of each succeeding month while payment is outstanding, plus an additional 2% (or, if such rate is contrary to any applicable laws, the maximum rate permitted by such applicable laws). If at any time Company either abandons use of the U.S. Prime rate or the Wall Street Journal prime rate is no longer published, then Company will establish a similar replacement rate in its sole discretion.

4. **Purpose.** The Parties understand and agree that the purpose of this Agreement is limited to reimbursement of costs and expenses incurred by Company in performing the Work and that it does not control any matter beyond that purpose.

6. **Indemnity.** To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, its parent, subsidiary, affiliate corporations, owners, agents, officers, directors and employees, and contractors and subcontractors, from and against any and all losses, and liability for claims, demands, suits or causes of action in law or in equity for damages and injury, including death, attorneys’ fees, costs, expenses of every kind and nature whether to persons or property, arising out of or in any manner related to each party’s action, inaction, operations and/or presence in the footprint of the Company’s right of way and/or land rights in any manner related to Payor’s project, except to the extent caused by any party’s gross negligence or willful misconduct.

7. **Guidelines for Construction.** Payor shall observe the requirements of the Company’s then current *Minimum Guidelines for Construction Near Pipeline Facilities*. The version of such guidelines in effect at the time of the execution of this Agreement is attached hereto as Exhibit C and incorporated herein by reference. At any time, Payor may request a current copy of the Company’s *Minimum Guidelines for Construction Near Pipeline Facilities*.

8. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

9. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

7. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

9. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors and assigns. Payor shall not assign its rights and/or obligations under this Agreement without Company's prior written consent, such consent not to be unreasonably withheld.

10. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

11. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

12. **Notices.** Any notice, communication, request, or reply (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either Party to the other must be in writing and shall effectively be given if deposited in the United States mail, postpaid and certified and addressed to the Party to be notified, with return receipt requested, or delivered in person to such Party. Notice shall be effective upon actual receipt, whether delivered personally or via certified mail, return receipt requested. For purposes of notice the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the Company: COLUMBIA GULF TRANSMISSION, LLC
Name:
Title:
Address:
Office: | Cellular:
E-mail:

If to Payor: Name:
Title:
Address:
Office: | Cellular:
E-mail:

The Parties hereto and their respective heirs, successors, legal representative and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other Party.

13. **Miscellaneous.** References to "days" indicate calendar days unless specifically stipulated as "business".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

PAYOR:

The City of Franklin, Tennessee

By: _____

Name: _____

Title: _____

WITNESS:

COMPANY:

Columbia Gulf Transmission, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
THE PROJECT

EXHIBIT B
THE ESTIMATE

EXHIBIT C

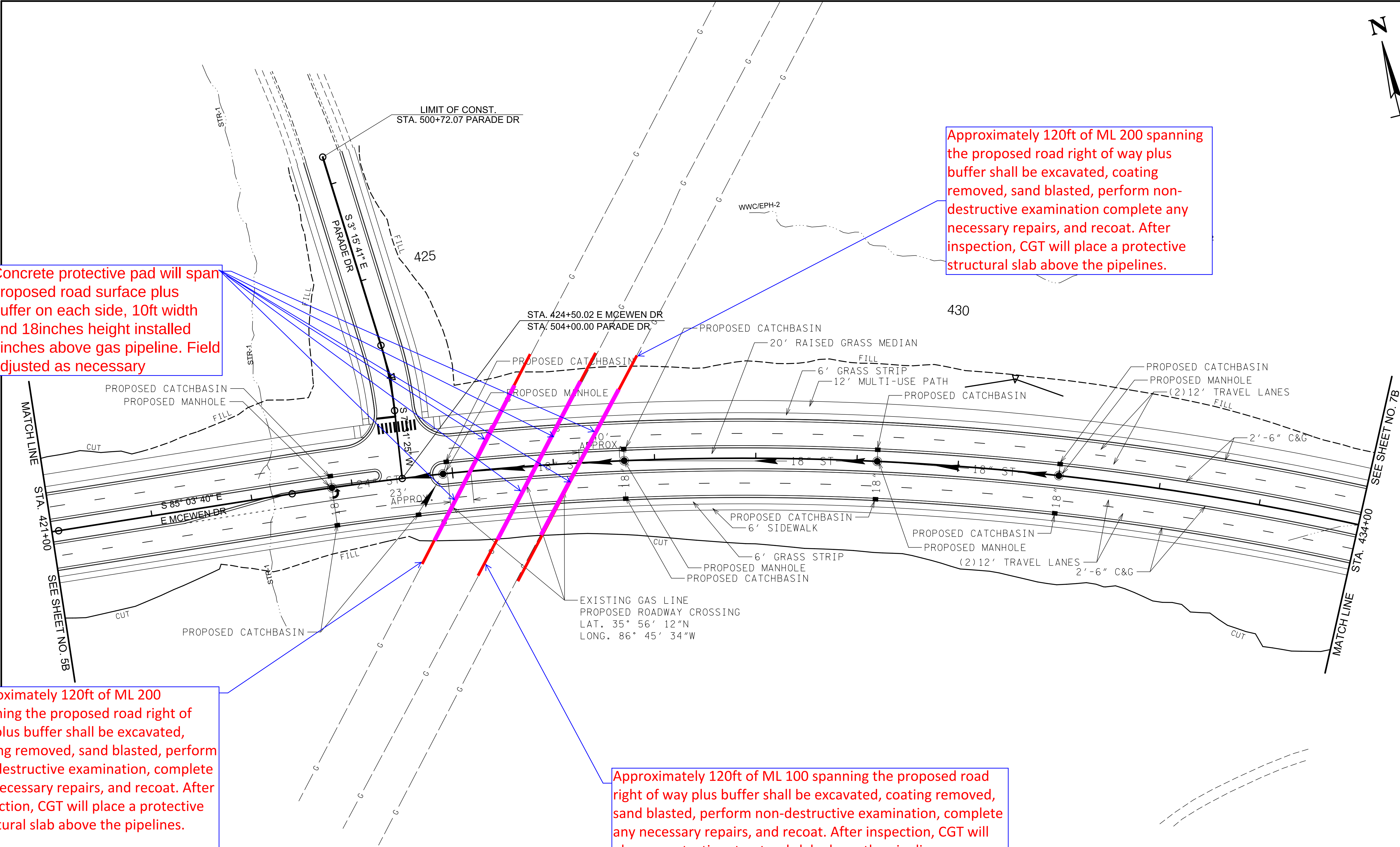
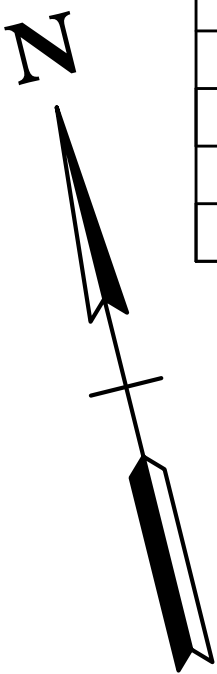
Minimum Guidelines for Construction Near Pipeline Facilities



AERIAL LOCATION MAP

COUNTY:	CITIES OF:
WILLIAMSON	BRENTWOOD AND FRANKLIN
MCEWEN PHASE V	
NEW ROADWAY	
SCALE:	DATE:
1"= 1000'	09-13-2021

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM	2021		6B



Concrete protective pad will span proposed road surface plus buffer on each side, 10ft width and 18inches height installed 6inches above gas pipeline. Field adjusted as necessary

Approximately 120ft of ML 200 spanning the proposed road right of way plus buffer shall be excavated, coating removed, sand blasted, perform non-destructive examination complete any necessary repairs, and recoat. After inspection, CGT will place a protective structural slab above the pipelines.

Approximately 120ft of ML 200 spanning the proposed road right of way plus buffer shall be excavated, coating removed, sand blasted, perform non-destructive examination, complete any necessary repairs, and recoat. After inspection, CGT will place a protective structural slab above the pipelines.

Approximately 120ft of ML 100 spanning the proposed road right of way plus buffer shall be excavated, coating removed, sand blasted, perform non-destructive examination, complete any necessary repairs, and recoat. After inspection, CGT will place a protective structural slab above the pipelines.

SEALED BY

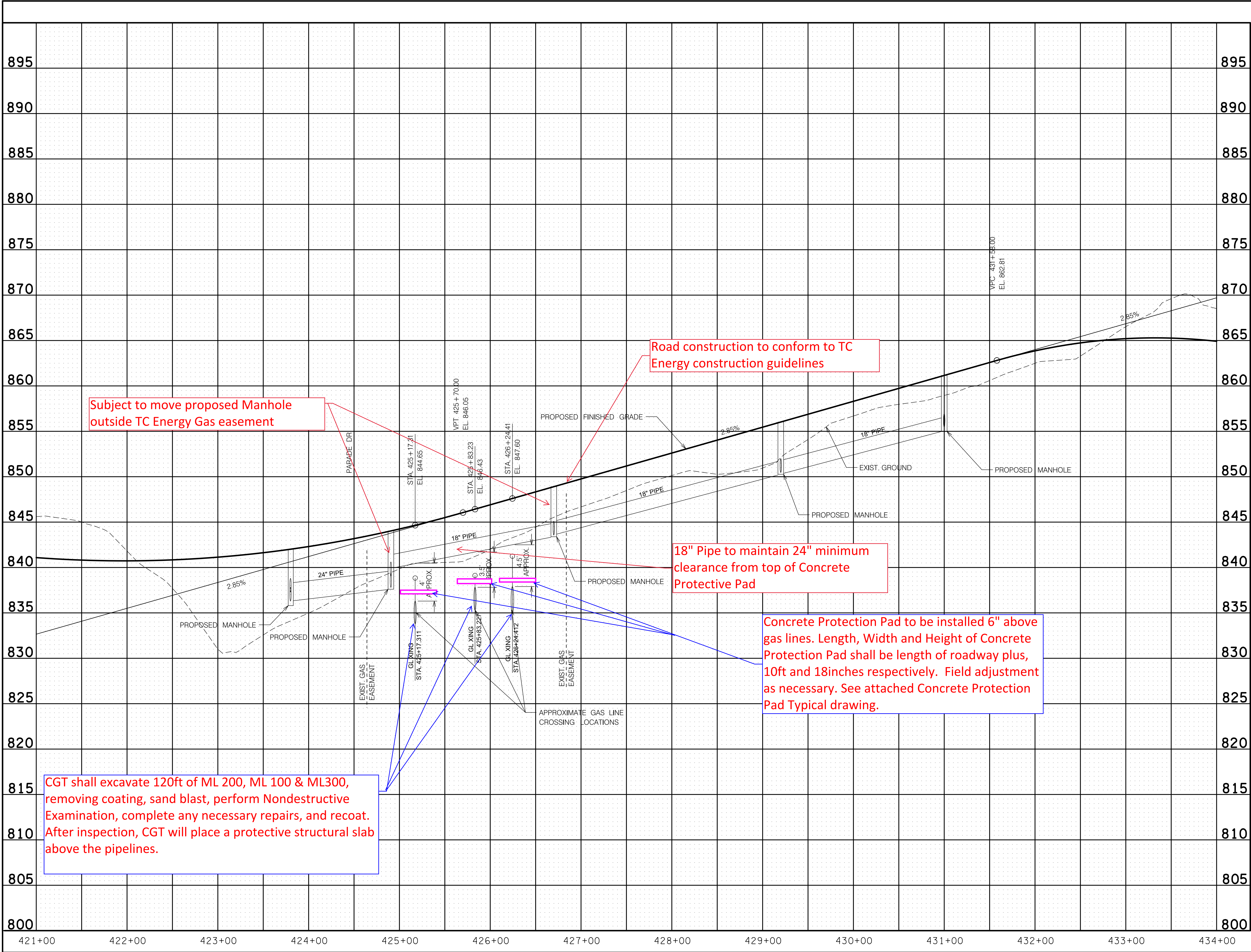
COORDINATES ARE NAD 83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 0.00000 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 03 .

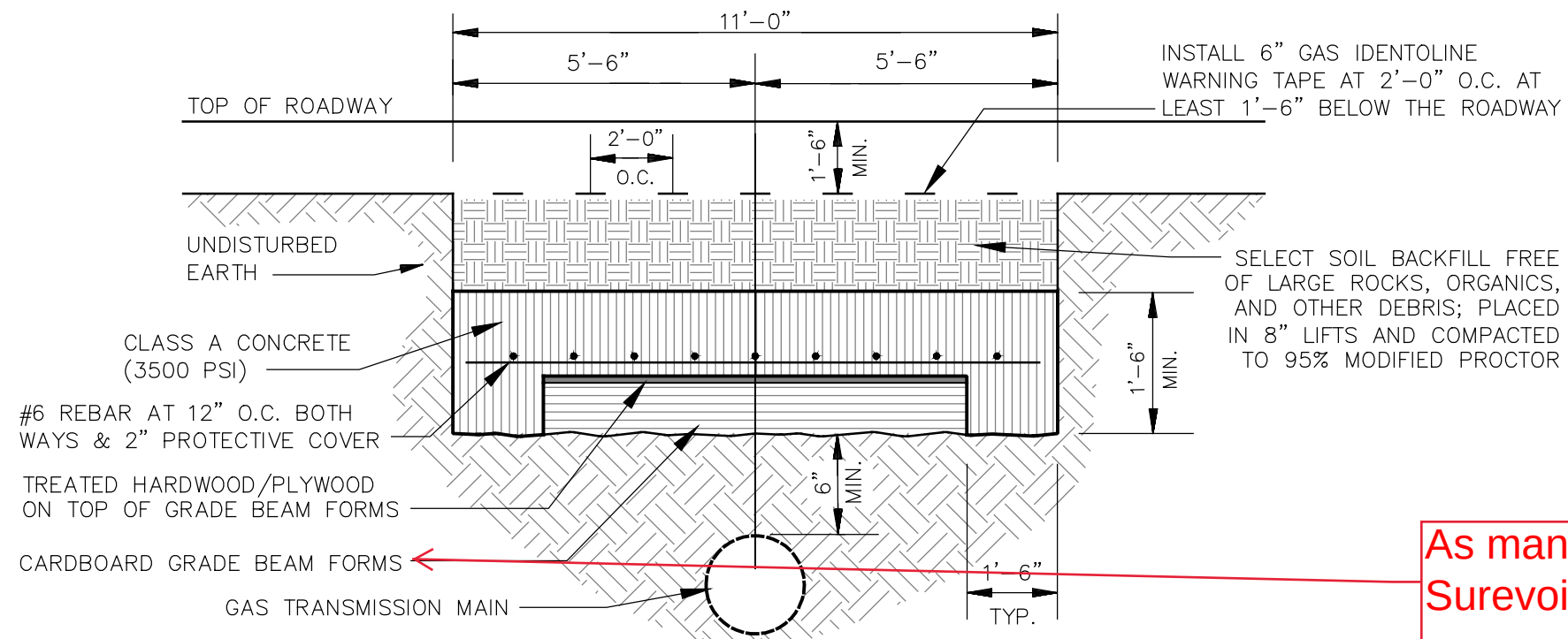
CITIES OF BRENTWOOD AND FRANKLIN

PROPOSED LAYOUT

STA. 421+00 TO STA. 434+00
SCALE: 1"= 50'

10/6/2021 11:10:17 AM
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As manufactured by
Surevoid Products

GENERAL NOTES

1. CONTRACTOR TO INSTALL PROTECTIVE CONCRETE PAD AS SHOWN ON THIS PLAN.
2. TC ENERGY MUST HAVE A REPRESENTATIVE ON-SITE TO OBSERVE ALL WORK IN THEIR GAS LINE EASEMENT. CONTRACTOR TO COORDINATE WITH TC ENERGY.
3. IF NECESSARY, CONTRACTOR TO UNCOVER THE GAS TRANSMISSION MAIN SO THAT TC ENERGY CAN PROVIDE A PROTECTIVE COATING ON PIPE; PRIOR TO CONTRACTOR INSTALLING THE PROTECTIVE CONCRETE PAD.

CONCRETE PROTECTION PAD TYPICAL

Requestor: Benjamin Acheampong Estimator: Michael Abare Business Unit: Columbia Gulf Project Type: Integrity Project Location: Williamson County, TN Rating:	Project No: Pending Issue Date: 08-08-2022 In-Service Date: TBD Estimate Accuracy: Class 5 : -20% / +30 % Project Stage: Prospecting Construction Timeframe: Summer : 2023
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Project Scope: Excavate existing lines ML 100, ML 200, and ML 300, remove coating, sandblast, and recoat lines and complete any necessary repairs.

Breakdown key	Total cost	Execution Category (TC Energy)%
Execution Category (TC Energy)		100%
CC - Construction Contracts	847,828	55%
CM - Construction Management Contracts	126,702	8%
SC - Support Contracts	21,950	1%
SR - Regulatory & Environmental	93,814	6%
TC - TransCanada Labour and Expense	84,287	5%
TL - Land	65,000	4%
XX - Contingencies	190,558	12%
ZZ - Financial Adjustments	119,456	8%
	1,549,595	100%

Estimate Assumptions / Notes	Estimate Exclusions	Currency: US Dollar

Sign-Off	Name:	Signature:	Date:
Cost Estimator:	Michael Abare		
Cost Estimating Manager:	Alisha Williams		
Risk Analyst:			
Project Manager/Requestor:	Benjamin Acheampong		
Program Manager:			
Director:			
Vice President:			



Cost Estimate Summary - 22-2832.00

22-2832.00 East McEwen Drvie Extension Recoat Rev 1

Project Services

US Gas Projects - Estimating

Requestor: Benjamin Acheampong	Project No: Pending
Estimator: Michael Abare	Issue Date: 08-08-2022
Business Unit: Columbia Gulf	In-Service Date: TBD
Project Type: Integrity	Estimate Accuracy: Class 5 : -20% / +30 %
Project Location: Williamson County, TN	Project Stage: Prospecting
Currency: US Dollar	Construction Timeframe: Summer : 2023

Project Scope: Excavate existing lines ML 100, ML 200, and ML 300, remove coating, sandblast, and recoat lines and complete any necessary repairs.

Breakdown key	Total cost
Execution Category (TC Energy)	1,549,595
CC - Construction Contracts	847,828
C000 - Facilities Piping	99,360
C900 - Miscellaneous Piping	99,360
Direct cost	
DescriptionGrand total quantityUnitLabour costNon labour costGrand total cost	
Pipeline Crew72.00 each1,380099,360	
G000 - Pipelines	654,600
Direct cost	
DescriptionGrand total quantityUnitLabour costNon labour costGrand total cost	
Construction Contract - Troy Construction Quote1.00 lot0654,600654,600	
Q000 - Financial	73,511
Q200 - Taxes	73,511
Indirect cost	
DescriptionCost typePercentageTotal cost	
Material Taxes Construction ContractsNon labour9.75%63,824	
Labour Taxes Construction ContractsNon labour9.75%9,688	
T000 - Construction Contractor Indirect	20,357
T500 - Temporary Construction Buildings and Facilities	20,357
Indirect cost	
DescriptionCost typePercentageTotal cost	
Garbage Service / Construction Waste / Scrap RemovalNon labour1.50%11,309	
Hazardous Waste DisposalNon labour1.20%9,048	
CM - Construction Management Contracts	126,702
K000 - External Engineering, Procurement, Technical and Management Services	126,702
K500 - Construction Management - External Labour and Expense	126,702
Direct cost	
DescriptionGrand total quantityUnitLabour costNon labour costGrand total cost	
Safety Inspector (Including Expenses)3.00 wk6,727020,180	
Coating Inspector (Including Expenses)6.00 wk6,897041,384	
Chief Inspector - Contract8.00 wk7,952063,616	
Corrosion Tech - Contract - mh9.00 h16901,521	
SC - Support Contracts	21,950
K000 - External Engineering, Procurement, Technical and Management Services	20,000
K700 - Technical Services - External Labour and Expense	20,000
Direct cost	
DescriptionGrand total quantityUnitLabour costNon labour costGrand total cost	
Traffic Control1.00 lot020,00020,000	
Q000 - Financial	1,950
Q200 - Taxes	1,950
Indirect cost	
DescriptionCost typePercentageTotal cost	
Material Taxes Support ContractsNon labour9.75%1,950	
SR - Regulatory & Environmental	93,814
K000 - External Engineering, Procurement, Technical and Management Services	40,000
KJ00 - External Environmental Support	40,000
Direct cost	
DescriptionGrand total quantityUnitLabour costNon labour costGrand total cost	
Environmental Permits1.00 lot040,00040,000	



Cost Estimate Summary - 22-2832.00
22-2832.00 East McEwen Drvie Extension Recoat Rev 1

Project Services
US Gas Projects - Estimating

Requestor: Benjamin Acheampong	Project No: Pending
Estimator: Michael Abare	Issue Date: 08-08-2022
Business Unit: Columbia Gulf	In-Service Date: 01-11-2022
Project Type: Integrity	Estimate Accuracy: Class 5 : -20% / +30 %
Project Location: Williamson County, TN	Project Stage: Prospecting
Currency: US Dollar	Construction Timeframe: Summer : 2023

Project Scope: Excavate existing lines ML 100, ML 200, and ML 300, remove coating, sandblast, and recoat lines and complete any necessary repairs.

Breakdown key	Total cost
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L000 - Owner's Labour	53,814
L500 - Construction Management - TC Labour	13,454
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Construction Manager	2.00 wk6,727013,454
L700 - Technical Services - TC Labour	40,361
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Field Operations	6.00 wk6,727040,361

TC - TransCanada Labour and Expense	84,287
L000 - Owner's Labour	52,275
L100 - Owner's Labour	24,788
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Project Manager	80.00 h11809,446
Project Engineer	100.00 h106010,569
Project Coordinator	40.00 h9303,716
Manager of Project Engineering	10.00 h10601,057
L200 - Engineering - TC Labour	3,716
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Drafting	40.00 h9303,716
L300 - Supply Chain Management - TC Labour	3,716
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Procurement	40.00 h9303,716
L400 - Project Services - TC Labour	10,573
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Project Support Analyst	40.00 h9303,716
Project Scheduler	20.00 h11202,244
Project Controller	40.00 h9303,716
Estimator	8.00 h1120898
L500 - Construction Management - TC Labour	1,122
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Manager of Project Management	10.00 h11201,122
L700 - Technical Services - TC Labour	3,716
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Safety Coordinator	40.00 h9303,716
L800 - Regulatory and Environmental - TC Labour	4,645
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Environmental Coordinator	20.00 h9301,858
Contracts Group	30.00 h9302,787

M000 - Owner's Expense	10,000
M900 - Expenses - Internal and External	10,000
Direct cost	
Description	Grand total quantityUnitLabour costNon labour costGrand total cost
Internal Expenses	1.00 lot010,00010,000

Breakdown key	Total cost
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Estimate grand total	Total labour cost	Total non labour cost	Total cost
Direct costs	335,866	789,600	1,125,466
Indirect costs	0	114,114	114,114
Escalation	1,089	2,930	4,019
Contingencies			186,540
Markups			119,456
Grand total	336,955	906,644	1,549,595

Excavation near pipelines/buried facilities

No excavation, including hand digging, is permitted on TransCanada pipeline rights-of-way without prior approval from TransCanada. TransCanada personnel must be present during any construction or excavation activities on or around its facilities or rights-of-way unless otherwise permitted by TransCanada. Excavation on TransCanada's right-of-way is strictly forbidden without a TransCanada representative on site. Only hand excavation, air cutting, vacuum excavation, or potholing techniques are permitted within 24 inches of the pipe's outer edge (on all sides).

Crossing pipelines with heavy equipment

To adequately protect its pipelines from potential damage, TransCanada may require heavy equipment operators to install mats, steel plates, dirt pads or other approved protective materials before any heavy equipment can begin crossing the right-of-way or during the course of such crossing activity. All proposed road crossings of buried facilities must be evaluated by TransCanada. Any overburden or materials installed for crossing the pipeline must be removed after construction, unless otherwise directed by TransCanada.

Blasting plans must be approved

Any blasting proposed within 300 feet of TransCanada's facilities must be submitted to TransCanada in advance, along with a blasting plan outlining such proposed activity. No blasting may begin unless and until TransCanada provides prior written confirmation that it does not object to such blasting. Any modifications to the blasting plan must also be submitted to TransCanada for approval and should not be implemented unless and until TransCanada provides prior written confirmation that it does not object to such modifications. The blasting contractor may be required to monitor and record seismic shock at the facilities. Pipeline facilities must be protected from excessive ground vibrations.

Allow adequate clearance for directional drilling

Any directional drilling or boring proposed under TransCanada's buried facilities must be submitted to TransCanada for review and approval. A minimum of 24 inches of vertical clearance must be maintained from TransCanada's facilities, and additional excavations may be required to ensure adequate clearance. As-built plans for construction are required for all borings. Property owners or developers must notify TransCanada of any proposed construction or excavation within 300 feet in any direction of a natural gas storage well. For safety, TransCanada reserves the right to object to any such proposed activities or placement of objects closer than 300 feet to a storage wellhead.



**For more information contact TransCanada at:
1.866.701.9582 or email at us_land@transcanada.com,
or visit us at TransCanada.com**

If you expose, hit, or touch a pipeline while digging, no matter how insignificant it may appear, please contact our emergency monitoring center immediately by calling:

Columbia Gas Transmission, Crossroads Pipeline, Millennium Pipeline Company, Hardy Storage Company at 1.800.835.7191

Columbia Gulf Transmission at 1.866.485.3427

Columbia Midstream Group at 1.855.511.4942

If you discover gas leaking, you are required by federal law to contact 911, your local fire department or Public Safety Answering Point (PSAP).

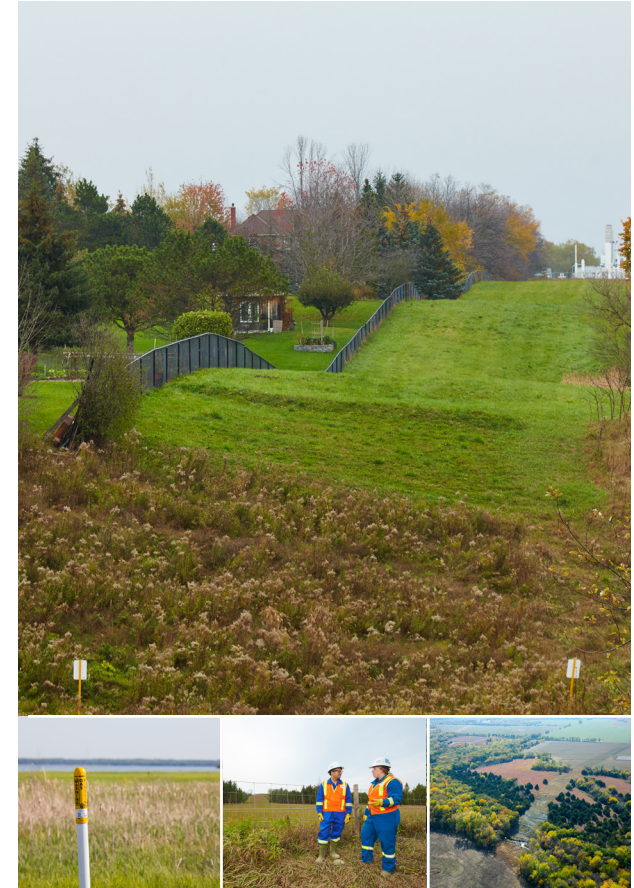


Note: "Minimum Guidelines For Construction Near Pipeline Facilities" addresses the most common issues concerning land use on/near TransCanada rights-of-way. "Right-of-Way Use Procedure" provides additional technical information, as well as guidance on various areas not covered here, and should be consulted as needed. In rare cases, TransCanada may determine that adherence to a specific provision of the Minimum Guidelines/Right-of-Way Use Procedure is not feasible for a particular project. In such instances, TransCanada may, at its sole discretion, elect to modify specific requirements for that project. Said modifications shall be made by appropriate TransCanada personnel and shall be properly documented.

These guidelines supersede any and all prior guidelines pertaining to activities and placements on or near gas transmission facilities owned by a TransCanada company. Existence of or the ramifications from, the implementation of prior guidelines will not dictate, direct, or provide for exemption of any of the above guidelines.

In the event that the provisions of an applicable land rights document conflicts with the requirements set forth herein, the land rights document shall supersede these requirements.

Minimum Guidelines For Construction Near Pipeline Facilities



**Know what's below.
Call 811 before you dig.**

TransCanada Pipeline

This document provides for the design and construction of facilities on rights-of-way owned and/or operated by TransCanada Pipeline companies, including Columbia Gas Transmission, Columbia GulfTransmission, Crossroads Pipeline, Millennium Pipeline Company, Hardy Storage Company, and Columbia Midstream Group. These guidelines are intended for individuals whose proposed construction activities will impact TransCanada's rights-of-way. TransCanada's primary concern is for public safety and to help ensure the continuous safe flow of the nation's energy supplies. For complete details and requirements for the design and construction of facilities on TransCanada's rights-of-way please make a request by calling 1.866.701.9582.

Consult TransCanada early in your planning

TransCanada must review and approve all plans for proposed construction impacting a TransCanada right-of-way. To expedite construction or excavation, submit your plans to TransCanada for review in the design phase of the project before applying for permits or committing to construction. TransCanada requires a minimum of 60 days to review design plans.

Notify TransCanada before construction begins

Any blasting proposed within 300 feet of TransCanada's facilities must be submitted to TransCanada in advance, along with a blasting plan outlining such proposed activity. No blasting may begin unless and until TransCanada provides prior written confirmation that it does not object to such blasting. Any modifications to the blasting plan must also be submitted to TransCanada for approval and should not be implemented unless and until TransCanada provides prior written confirmation that it does not object to such modifications. The blasting contractor may be required to monitor and record seismic shock at the facilities. Pipeline facilities must be protected from excessive ground vibrations.

Allow adequate clearance for directional drilling

No construction or excavation activities of any kind shall be performed on or near TransCanada's rights-of-way, including crossing with heavy equipment, or blasting on or near the right-of-way before TransCanada personnel have established the exact location and elevation of all affected facilities and the limits of the right-of-way. Start your project by calling 811 "Before You Dig" or your state's One Call notification service. Request that both the location and approximate depth of the pipeline be determined.

Construction requirements Within a TransCanada Right-of-Way

TransCanada rights-of-way generally extend 25 to 50 feet on each side of the center line of the pipeline and include all areas between multiple pipelines, unless otherwise defined in the applicable land rights document. TransCanada may allow certain property improvements within its rights-of-way. However, TransCanada will not assume responsibility, financial or otherwise, for any such improvements directly or indirectly damaged as a result of its operation and maintenance of its facilities. Upon review of individual plans and property rights, TransCanada may identify additional restrictions or requirements to the items listed:

1. The existing cover over pipelines and rights-of-way shall not be modified without TransCanada's written permission. The minimum earth cover over pipelines shall be 36 inches and no greater than 5 feet. Variance of the existing depth of cover is not permitted without TransCanada's written permission. TransCanada will perform external load evaluations as necessary. Protective measures may be required before construction activity can begin or during the course of such construction activity.

2. Above-ground or below-ground structures or obstructions of any type shall not be placed within the easement area of any pipeline.
3. Pipeline easements shall not be shared longitudinally with other pipelines or utilities. All water valves, curb boxes, manholes, etc. must be outside the easement. All utility crossings must be approved by TransCanada before installation begins and must meet the following criteria:
 - Cross as near to 90 degrees as possible, but in no case less than a 45 degree angle.
 - Minimum of 24 inches vertical clearance.
 - Must cross below TransCanada's pipeline, unless prior written consent is granted.
(Note: protective measures required for crossing over a TransCanada pipeline may differ from those described below and will be listed in the permission document.)
 - Except for trenchless excavation, warning tape in accordance with APWA Uniform Color Code shall be placed above the utility, 12 inches below ground, across the entire TransCanada right-of-way.
 - Cable/wire crossings (excluding single telephone/television drops) must be encased with a minimum of 2-inch Schedule 40 PVC pipe or equivalent across the entire width of the right-of-way. Electric and fiber optic lines shall also be surrounded with a minimum of 6 inches of colored 2,000 psi concrete (red for electric, orange for fiber) or 4-inch minimum diameter, standard wall thickness, coated steel pipe across the entire right-of-way (except for trenchless excavations).
 - Metallic utilities shall be coated with a non-conductive coating for the entire width of the TransCanada right-of-way. Corrosion protection (CP) materials shall be installed at the expense of the Permittee where necessary, at TransCanada's sole determination.
 - Non-metallic utilities shall be installed with tracer wire for the full width of the TransCanada right-of-way, unless otherwise permitted by TransCanada. Tracer wire shall be raised to the ground surface and connected to a test station for monitoring.
 - Natural gas, petroleum, or other industrial gas pipelines crossing under TransCanada pipelines must be encased in a 6-inch envelope of yellow 2,000 psi concrete or a 4-inch minimum diameter, standard wall thickness, coated steel pipe across the full width of the TransCanada right-of-way.
 - All crossings shall be marked with above-ground markers installed on either side of TransCanada's right-of-way boundaries.
4. A "Field Tile Agreement" is required prior to any field tile installations that occur from the edge of TransCanada right-of-way to the edge of TransCanada right-of-way. Permitted field tile or drainage pipe shall cross the pipeline right-of-way at or as near to 90 degrees as possible with a minimum clearance of 12 inches above or below the pipeline. Crossings less than 45 degrees are not permitted. Field tile shall not drain onto a TransCanada right-of-way. Longitudinal runs of field tile shall not be closer than 15 feet from TransCanada pipeline.
5. Roads shall cross pipelines at or as near to 90 degrees as practical, but at angles not less than 45 degrees. The entity constructing the road must pay for any measures required by TransCanada to inspect and protect its pipeline(s). Such protective measures shall be designed and/or approved by TransCanada personnel.

6. Walking/bicycling paths require TransCanada's written permission prior to construction. Paths must be constructed at the outside edge of TransCanada's right-of-way and may extend no more than 6 feet into the right-of-way. Paths shall cross TransCanada's pipeline as close to 90 degrees as possible, but in no case less than 45 degrees. TransCanada shall have sole determination of number of path crossings to be permitted. No motorized vehicles of any type, other than power-driven wheelchairs, are permitted to utilize paths that run longitudinally inside the right-of-way. Landowner shall be responsible for maintaining the path to prevent right-of-way damage, including erosion, illegal dumping, etc.
7. Parking areas require written permission from TransCanada. Parking shall not be allowed over the easement unless designed/ altered so as not to impact the safe and reliable operation and maintenance of TransCanada's pipeline. In no case shall parking lots be designed such that vehicles are allowed to park directly over or within 5 feet of a pipeline. Paving for parking lots shall be limited to asphalt or gravel and must meet all requirements set forth by TransCanada.
8. Paving within a TransCanada right-of-way must be submitted and approved by TransCanada before paving can begin. Concrete or paving is permitted for sidewalks, curbs and residential driveways. Continuously poured, steel reinforced concrete is prohibited within TransCanada's right-of-way. Residential or commercial driveways may be permitted provided that the design and installation meets TransCanada requirements.
9. Detention ponds, lakes or any type of water impoundment is prohibited within the right-of-way. Septic tanks and leach fields should be placed so they drain away from the pipeline where practical. In no case shall they be placed in the easement area.
10. The right-of-way may be planted in lawn, flowerbeds or vegetable gardens, or used for normal agricultural purposes. Shrubs maturing at less than 5 feet tall are permitted on the right-of-way. However, they must be planted such that the branches at maturity are a minimum of 5 feet away from the pipeline. Shrubs greater than 5 feet tall and trees, including fruit or nut bearing trees of any kind, and "Christmas tree farms" are prohibited within the right-of-way. TransCanada shall not be responsible for replacement of or reimbursement for any plantings within the right-of-way, unless otherwise stated in applicable land rights document.
11. Fences or continuous hedges that block visual inspection, interfere with access to TransCanada facilities, or are installed longitudinally to the pipeline shall not be permitted within the right-of-way. Fence or hedge height may not exceed 5 feet. Commercial or residential chain link fence installations are permitted. Fence posts shall not be placed within 3 feet of the outermost edge of the pipeline. Fences permitted to cross a TransCanada pipeline right-of-way must be designed and installed to allow at least a 16 foot gate or opening centered on the pipeline and must cross at or near to 90 degrees as possible, or as permitted by TransCanada. If gates are to be locked, TransCanada must be allowed to install its own locks on the gates. Locks will be installed in such a manner as to allow both the landowner and TransCanada unimpeded access to the property.



File #: 21-03743

DATE: October 19, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT Resolution 2022-69, A Resolution To Award The Construction Contract (COF Contract No. 2022-0114) For The Harlinsdale Farm Multi-Use Path Project (COF Project No. 2017-018 / TDOT PIN 126630.00) To Dement Construction Company, LLC In The Amount Of \$3,563,898.03.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-69.

BACKGROUND/STAFF COMMENTS:

On June 11, 2019, the BOMA approved COF Contract No. 2019-0155, which is a Local Agency Project Agreement with the Tennessee Department of Transportation (TDOT) to allow the City to locally manage the Harlinsdale Farm Multi-Use Path project (COF Project No. 2017-018 / TDOT PIN 126630.00). This agreement also allows the City to access *up to* \$2,000,000 in federal Transportation Alternative Program (TAP) grant funds that were awarded to this project during the fiscal year (FY) 2018 grant cycle. These grant funds may only be used for eligible costs during the construction phase of the project. The project generally includes the construction of a multi-use path that connects The Park at Harlinsdale Farm with the existing trail system in the Chestnut Bend Subdivision and with Claude Yates Drive. The project also includes the construction of a decorative pedestrian bridge that spans the Harpeth River.

On October 12, 2022, sealed bids for the construction of this project (COF Project No. 2017-018 / TDOT PIN 126630.00) were received, opened, and read aloud at City Hall by Engineering Department staff. Bids were received from four (4) bidders, with Dement Construction Company, LLC, of Jackson, TN, being the apparent low bidder, with a bid amount of \$3,563,898.03. After careful review and tabulation of all submitted bids, City staff recommends, pending concurrence by TDOT, award of this construction contract (COF Contract No. 2022-0114) to Dement Construction Company, LLC in the amount of \$3,563,898.03.

FINANCIAL IMPACT:

The total bid amount of this construction contract is \$3,563,898.03. The City has \$2,000,000 in federal TAP funds that may be used on this project for eligible construction phase costs, which include: physical construction, construction engineering & inspection (CEI) services, TDOT laboratory testing, etc. The TDOT Local Programs office directly bills a *very small* portion of the allocated funding for management of the project. These TAP funds require a 20% funding match from the City (e.g. For \$2,500,000 Project Costs = \$2,000,000 federal TAP funds + \$500,000 local funds). The final source of local funds will be determined by the Administration and Finance departments.

RECOMMENDATION:

Staff recommends that Resolution 2022-69 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2022-69

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2022-0114) FOR THE HARLINSDALE FARM MULTI-USE PATH PROJECT (COF PROJECT NO. 2017-018 / TDOT PIN 126630.00) TO DEMENT CONSTRUCTION COMPANY, LLC IN THE AMOUNT OF \$3,563,898.03

WHEREAS, on June 11, 2019, the City of Franklin Board of Mayor and Aldermen (BOMA) approved COF Contract No. 2019-0155 (Tennessee Department of Transportation [TDOT] Agreement No. 180117]) to allow the City to locally manage the Harlinsdale Farm Multi-Use Path Project (TDOT PIN 126630.00); and

WHEREAS, said Agreement includes \$2,000,000 in federal Transportation Alternatives Program (TAP) funds, as awarded during the competitive grant cycle for fiscal year (FY) 2018, to be used toward the construction phase of this project; and

WHEREAS, on October 12, 2022, sealed bids for the construction of the Harlinsdale Multi-Use Path Project (COF Project No. 2017-018 / TDOT PIN 126630.00) were received by the City of Franklin Engineering Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064, were publicly opened, and were read aloud; and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends award of the contract (COF Contract No. 2022-0114) for construction of the Harlinsdale Farm Multi-Use Path Project to the low bidder, Dement Construction Company, LLC, in the bid amount of Three Million Five Hundred Sixty-Three Thousand Eight Hundred Ninety-Eight and 03/100 Dollars (\$3,563,898.03); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Pending concurrence by TDOT staff, approval is granted to award the contract (COF Contract No. 2022-0114) for the construction of the Harlinsdale Farm Multi-Use Path Project (COF Project No. 2017-018 / TDOT PIN 126630.00) to Dement Construction Company, LLC in the amount of Three Million Five Hundred Sixty-Three Thousand Eight Hundred Ninety-Eight and 03/100 Dollars (\$3,563,898.03).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
Shauna R. Billingsley

City Attorney

**Harlinsdale Farm Multi-Use Path****COF Contract No. 2022-0114*****TDOT PIN 126630.00 / COF Project No. 2017-018*****BID OPENING - Apparent Bid Results (UNOFFICIAL)****October 12, 2022 @ 2:00 PM (CDT)**

NAME	BASE BID
Adams Contracting, LLC	\$4,324,743.70
Bell & Associates Construction, LP	\$3,599,070.80
Brown Builders, Inc.	No Bid
Civil Constructors, LLC	\$3,887,381.25
Dement Construction Company, LLC	\$3,563,898.03
Summers-Taylor, Inc. (Simpson Construction Company, Inc.)	No Bid
Thomson & Thomson, Inc.	No Bid

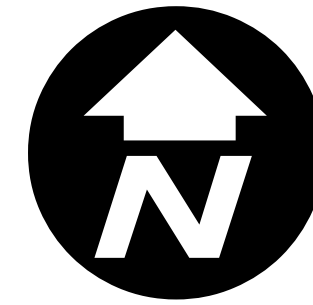


HISTORIC
FRANKLIN
TENNESSEE

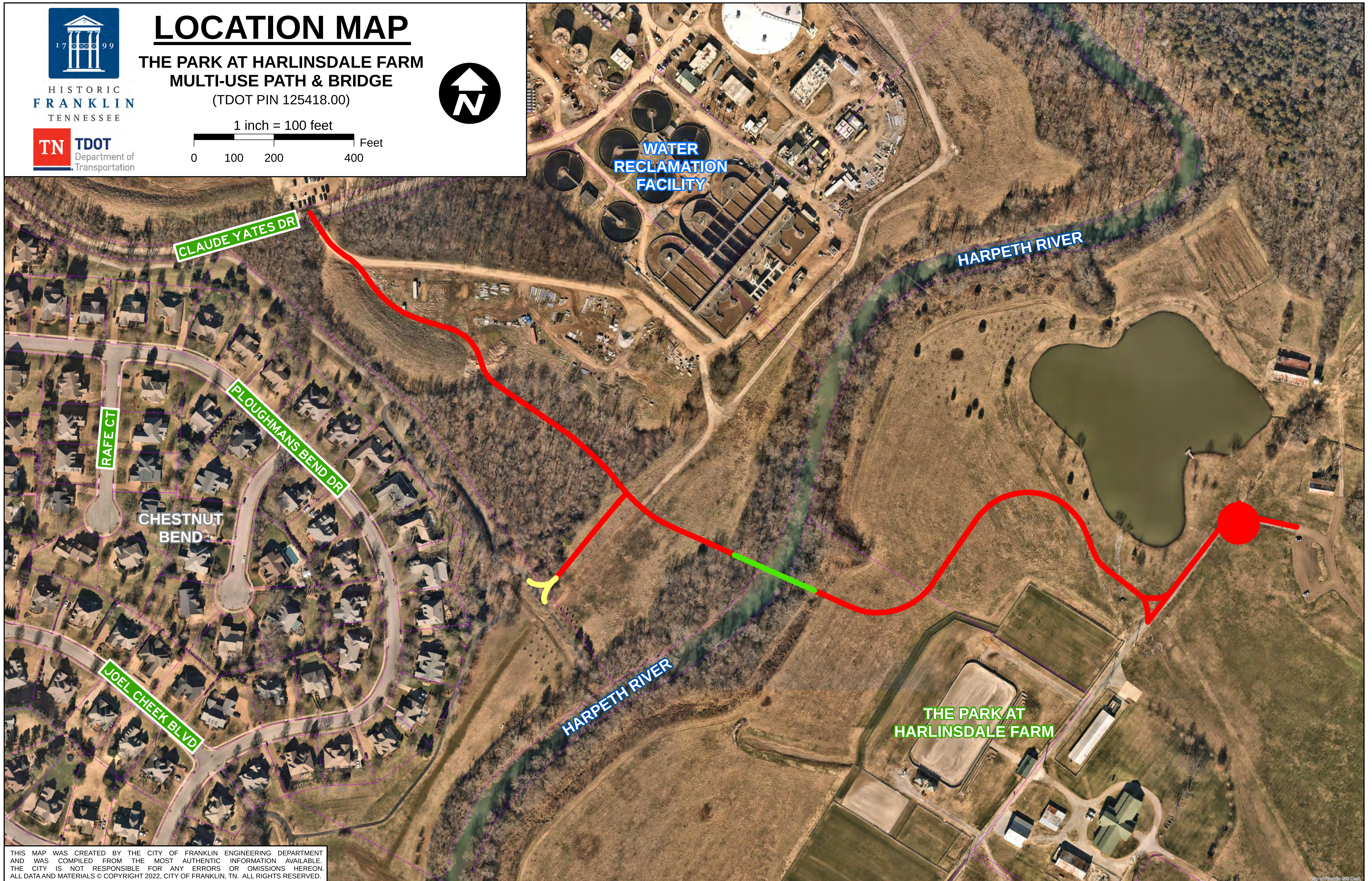


LOCATION MAP

THE PARK AT HARLINSDALE FARM
MULTI-USE PATH & BRIDGE
(TDOT PIN 125418.00)



1 inch = 100 feet
0 100 200 400 Feet



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 2022, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.



File #: 21-03746

DATE: October 20, 2022
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Change Order 1 (Final) To COF Contract No. 2020-0113, A Construction Contract With Stansell Electric Company, Inc. For The Adaptive Signal Control Technology (ASCT) Project (COF Project No. 2013-018 / TDOT PIN 116144.01) For A Deduct In The Amount Of \$17,366.
WS 6/23/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order 1 (Final) to COF Contract No. 2020-0113 with Stansell Electric Company, Inc. (Stansell).

BACKGROUND/STAFF COMMENTS:

In 2011, the City of Franklin entered into a Local Agency Project Agreement with the Tennessee Department of Transportation (TDOT) to allow the City to locally manage an Intelligent Transportation Systems (ITS) extension project utilizing federal funds. City staff then worked with TDOT to amend the original agreement to include adaptive signal control technology (ASCT) as a work item covered by the agreement. After study of the major corridors in the Cool Springs area, the project team determined the most appropriate locations for implementation of an ASCT project. The project consisted of the installation of additional vehicle detection systems at 19 intersections in the Cool Springs area. This additional detection allows the centralized system in the Traffic Operations Center (TOC) to automatically make incremental signal timing adjustments, both up and down, to accommodate changing traffic conditions. After several years of planning and design, this project was advertised for construction bids in 2020. Several key dates are listed below:

- April 2020 - Construction Contract (COF Contract No. 2020-0113) advertised for bids,
- May 27, 2020 - Bid Opening,
- June 23, 2020 - BOMA approved Resolution 2020-101 to award COF Contract No. 2020-0113 to Stansell in the amount of \$743,157,
- August 26, 2020 - Notice to Proceed issues to allow Stansell to submit shop drawings and begin equipment orders,

- October 2020 - Installation of equipment begins in field,
- November 13, 2020 - Completion deadline of construction contract,
- 2021 - Implementation & Configuration of system by software vendor and project team.

Since the successful implementation of the project, staff has been working with the design and inspection teams to complete all necessary documentation to close-out this project in compliance with the requirements of TDOT Local Programs. One common requirement of any project is a final, close-out change order to balance any remaining contract funds. This is the purpose of Change Order 1.

FINANCIAL IMPACT:

The original cost of this construction contract was \$743,157. With the *deduct* of \$17,366 proposed by Change Order 1, the final cost for COF Contract No. 2020-0113 will be \$725,791.

Expenses for this project have been paid from the Traffic Operation Center's (TOC's) annual operating budget, which corresponds to a General Ledger (GL) code of 110-89530-41610. Funding for this project has primarily been federal Surface Transportation Block Grant (STBG) funds. Generally, this project is funded 80% by federal STBG funds and 20% by local funds.

Therefore, for this contract (COF Contract No. 2020-0113), the final funding breakdown is:

80% Federal STBG Funds	\$580,632.80
20% Local Funds	\$145,158.20
Final Project Cost	\$725.791.00

RECOMMENDATION:

Staff recommends that Change Order 1 to COF Contract No. 2020-0113 with Stansell Electric Company, Inc. be recommended to the Board of Mayor and Aldermen for approval.



Local Government Guidelines Form 8-30
March 9, 2018

Supplemental Agreement and/or Request for Construction Change Change Order Request #1

Project Title/Termini:	<u>Adaptive Signal Control Technology (ASCT) Project</u>		
Owner:	<u>City of Franklin</u>	PIN:	<u>116144.01</u>
Address:	<u>109 Third Avenue South</u>	State Project No.:	<u>94LPLM-F3-065</u>
	<u>Suite 133</u>	Federal Project No.:	<u>STP-M-9305(3)</u>
	<u>Franklin, TN 37064</u>	Contract No.:	<u>2020-0113</u>
County:	<u>Williamson</u>		

Whereas, we Stansell Electric Company, Inc. with Fidelity and Deposit Company of Maryland, as a Surety, entered into a contract with City of Franklin, on 08/19/2020, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Adjust the contract amount represented by the final quantities.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by ____ days

Original Construction Completion Time: 79 days (Date: November 13th, 2020)

Original Contract Amount: \$743,157.00

Approved Change Orders: \$0

Current Change Order: \$-17,366.00

Pending Change Orders: \$0

Total Change Orders: \$-17,366.00

Contract Completion Time with Change Orders: 79 days (Date: November 13th, 2020)

ATTACHMENT #1

ESTIMATE SUMMARY							
ITEM NO.	DESCRIPTION	UNIT	Estimated Quantities	Revised Quantities	Quantity Over/Under	Unit Cost	Net Amount Change
209-09.01	SANDBAGS	BAG	42	0	-42	\$ 15.00	\$ (630.00)
209-20.03	POLYETHYLENE SHEETING (6 MIL. MINIMUM)	S.Y.	1575	0	-1575	\$ 3.00	\$ (4,725.00)
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA	100	0	-100	\$ 48.00	\$ (4,800.00)
712-06	SIGNS (CONSTRUCTION)	S.F.	864	192	-672	\$ 13.00	\$ (8,736.00)
712-08.03	ARROW BOARD (TYPE C)	EA	4	2	-2	\$ 2,800.00	\$ (5,600.00)
730-03.21	INSTALL PULL BOX (TYPE B)	EA	2	1	-1	\$ 950.00	\$ (950.00)
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	560	574	14	\$ 20.00	\$ 280.00
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	165	0	-165	\$ 80.00	\$ (13,200.00)
730-14.01	SHIELDED DETECTOR CABLE	L.F.	725	1530	805	\$ 3.00	\$ 2,415.00
740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	210	0	-210	\$ 5.00	\$ (1,050.00)
920-20.12	MAGNETOMETER VEHICLE DETECTOR SENSOR	EA	196	205	9	\$ 925.00	\$ 8,325.00
920-20.20	MAGNETOMETER SENSOR REPEATER	EA	45	48	3	\$ 2,500.00	\$ 7,500.00
920-20.28	MAGNETOMETER SENSOR, EXT ANTENNA	EA	5	4	-1	\$ 985.00	\$ (985.00)
920-20.44	MAGNETOMETER SENSOR DIGITAL RADIO	EA	36	38	2	\$ 1,270.00	\$ 2,540.00
920-20.68	MAGNETOMETER SENSOR ANTENNA	EA	21	24	3	\$ 750.00	\$ 2,250.00
						Total	\$ (17,366.00)

DESCRIPTION:

ITEMS: 209-09.01, 209-20.03, 712-04.01, 730-12.13, and 740-11.02

Items were not used due to existing available conduit raceway and construction methods.

ITEMS: 920-20.12, 920-20.20, 920-20.28, 920-20.44, and 920-20.68

Items were overran, or underran, due to field adjustments required for proper system functionality.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Frank E. NEAL, III, Mark NEAL, Brent W. NEAL, Thomas NEAL and Jerri BAIN** of Nashville, Tennessee, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

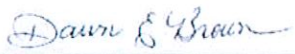
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of January, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND




By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of January, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of April, 2022.



MJ Pethick
By: Mary Jean Pethick
Vice President

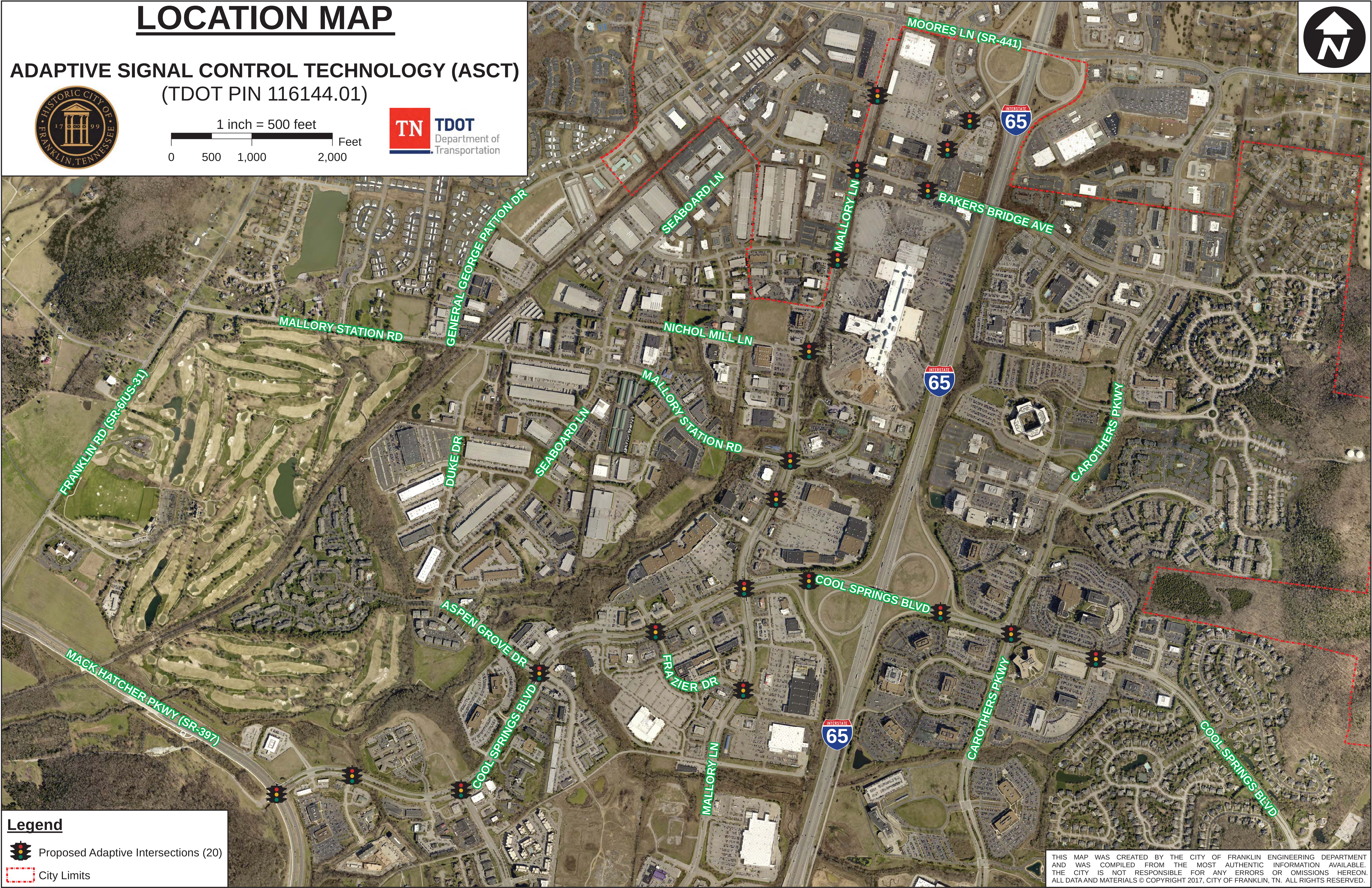
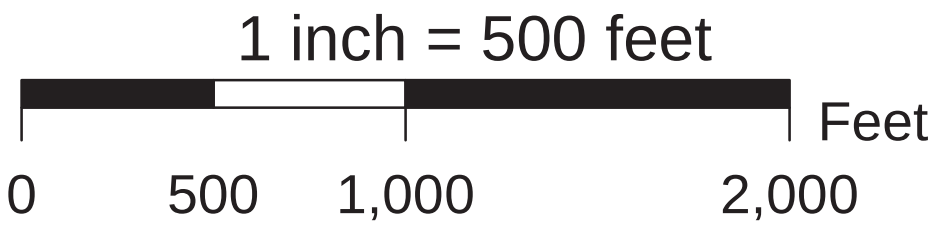
TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LOCATION MAP

ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT)
(TDOT PIN 116144.01)



Legend

- Proposed Adaptive Intersections (20)
- City Limits

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 2017, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.



ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at MACK HATCHER PARKWAY (SR-397)





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at WINDCROSS COURT





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at WEST MCEWEN DRIVE

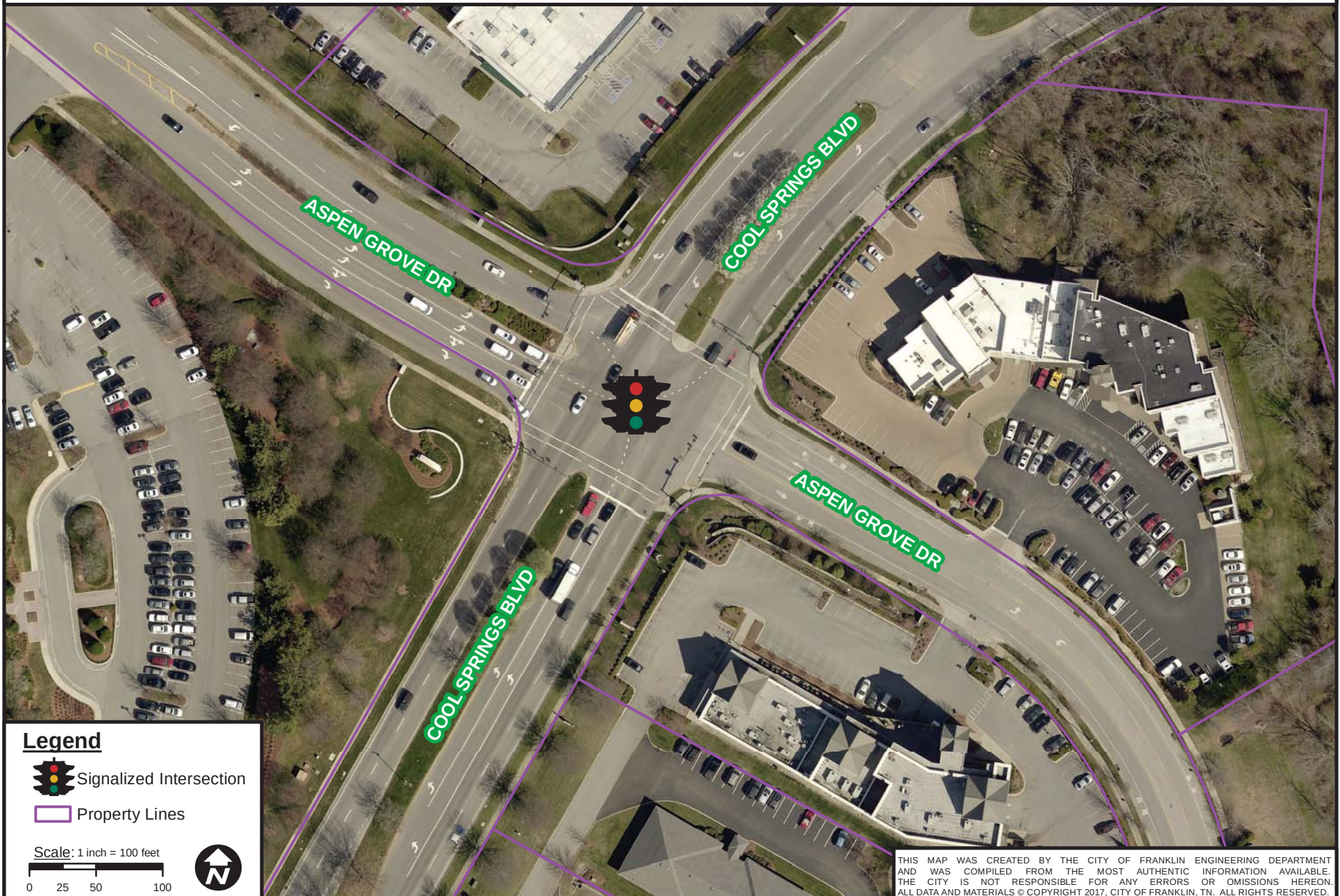




ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at ASPEN GROVE DRIVE





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at FRAZIER DRIVE

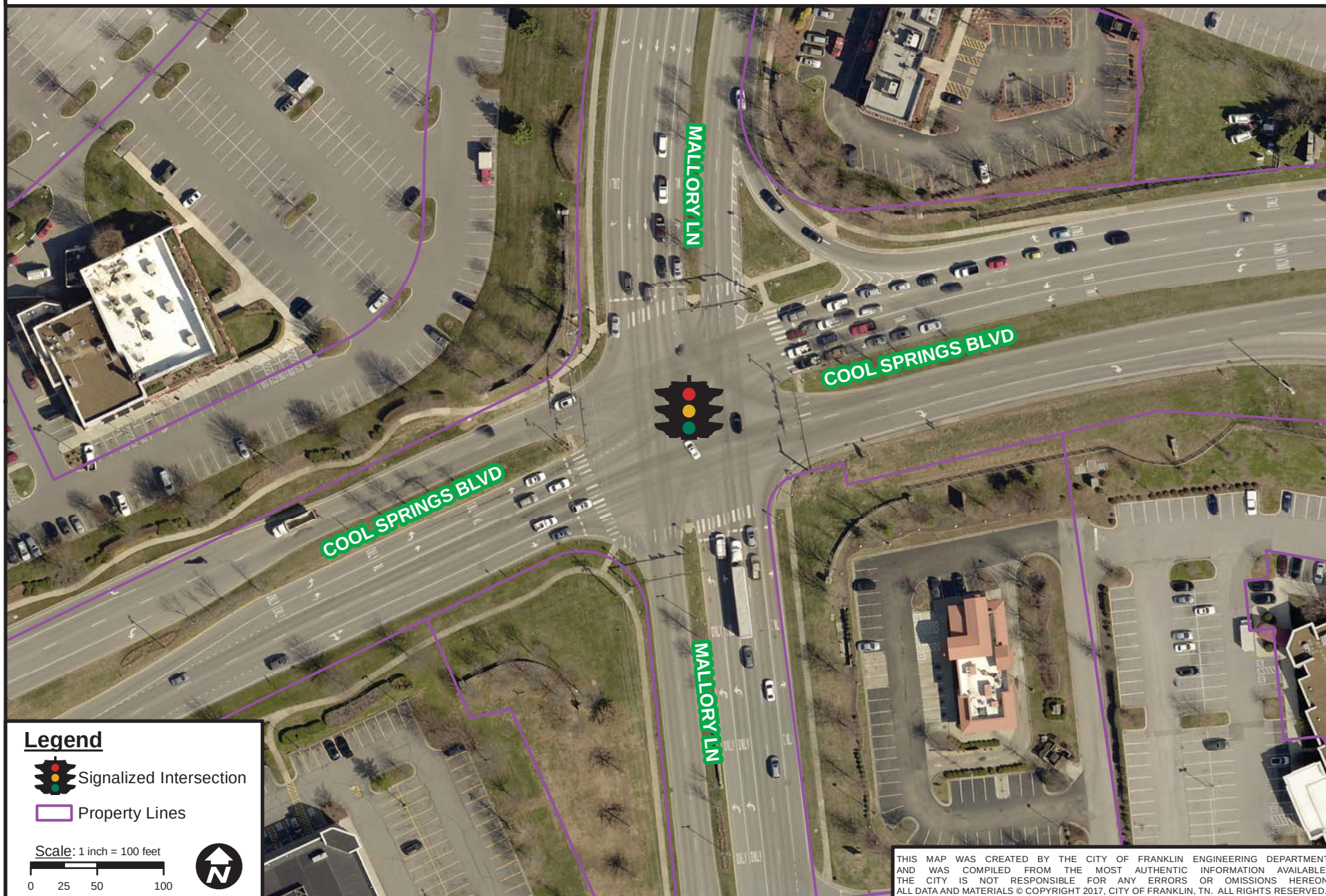




ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at MALLORY LANE





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)

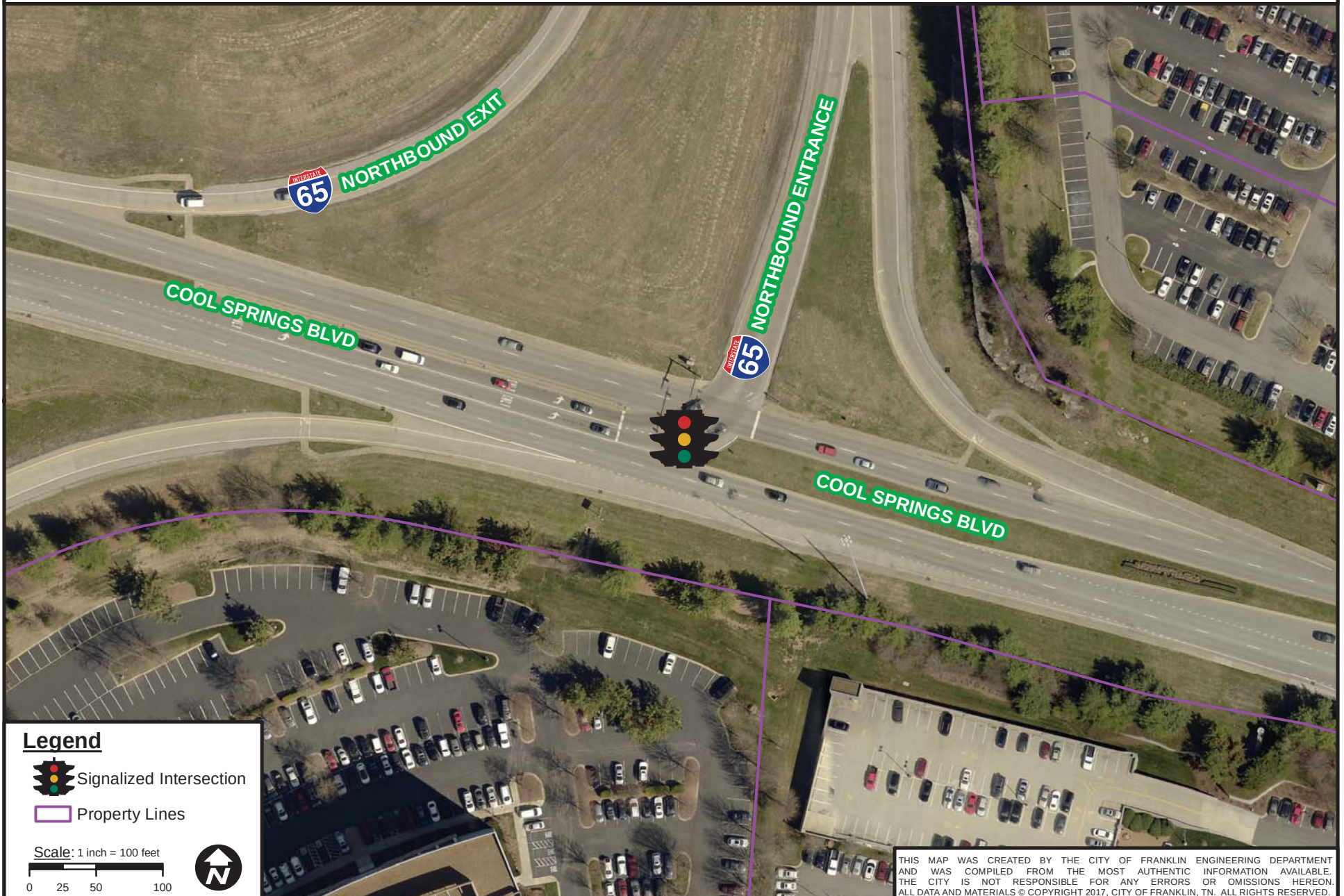
COOL SPRINGS BOULEVARD at I-65 SOUTHBOUND RAMPS





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)

COOL SPRINGS BOULEVARD at I-65 NORTHBOUND RAMPS





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at CAROTHERS PARKWAY





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at ACCESS (HIGHWOODS OFFICE PARK)





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



COOL SPRINGS BOULEVARD at FRAZIER DRIVE





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



MALLORY LANE at ACCESS (COOL SPRINGS MARKET)

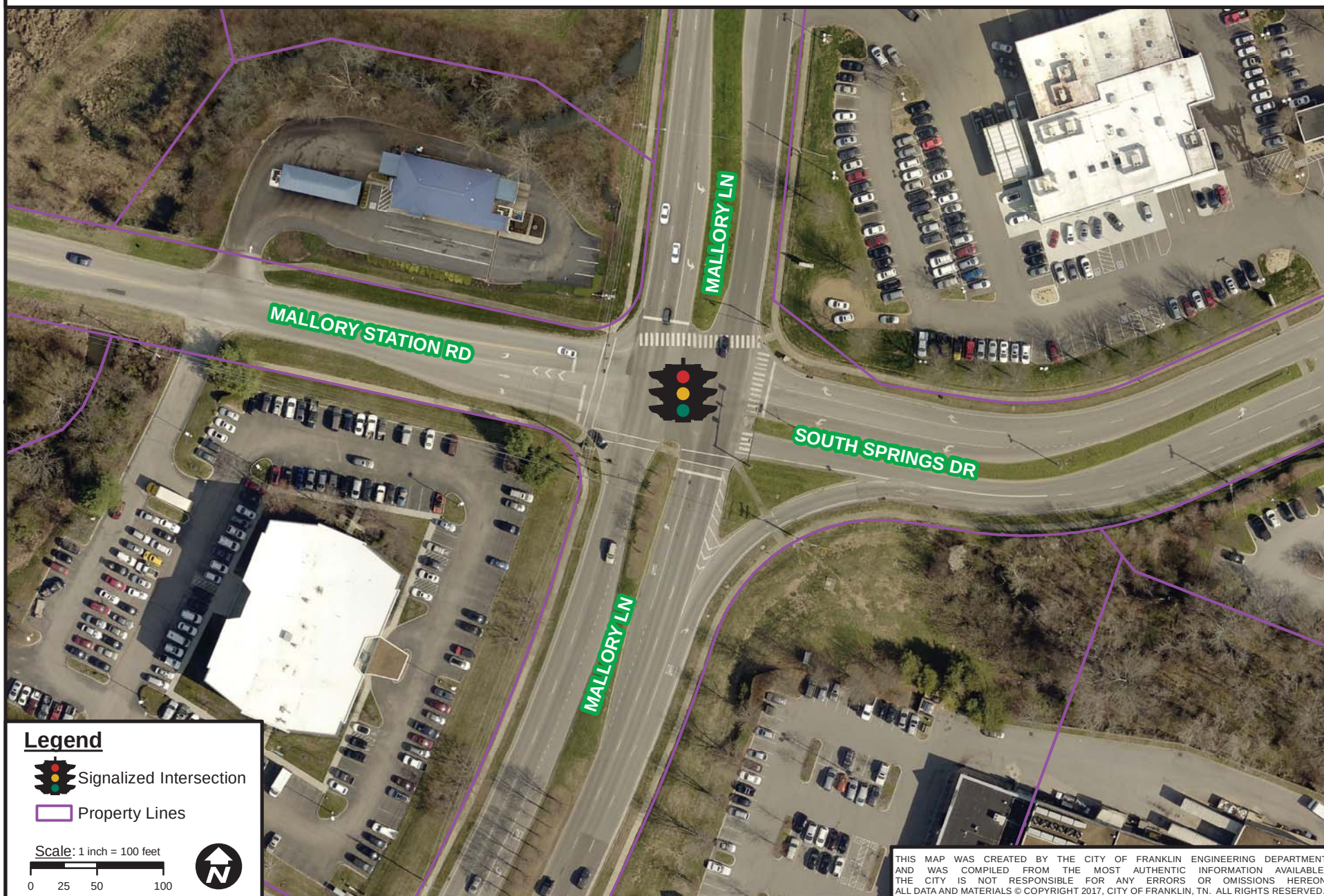




ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



MALLORY LANE at MALLORY STATION ROAD/SOUTH SPRINGS DRIVE





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



MALLORY LANE at NICHOL MILL LANE





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



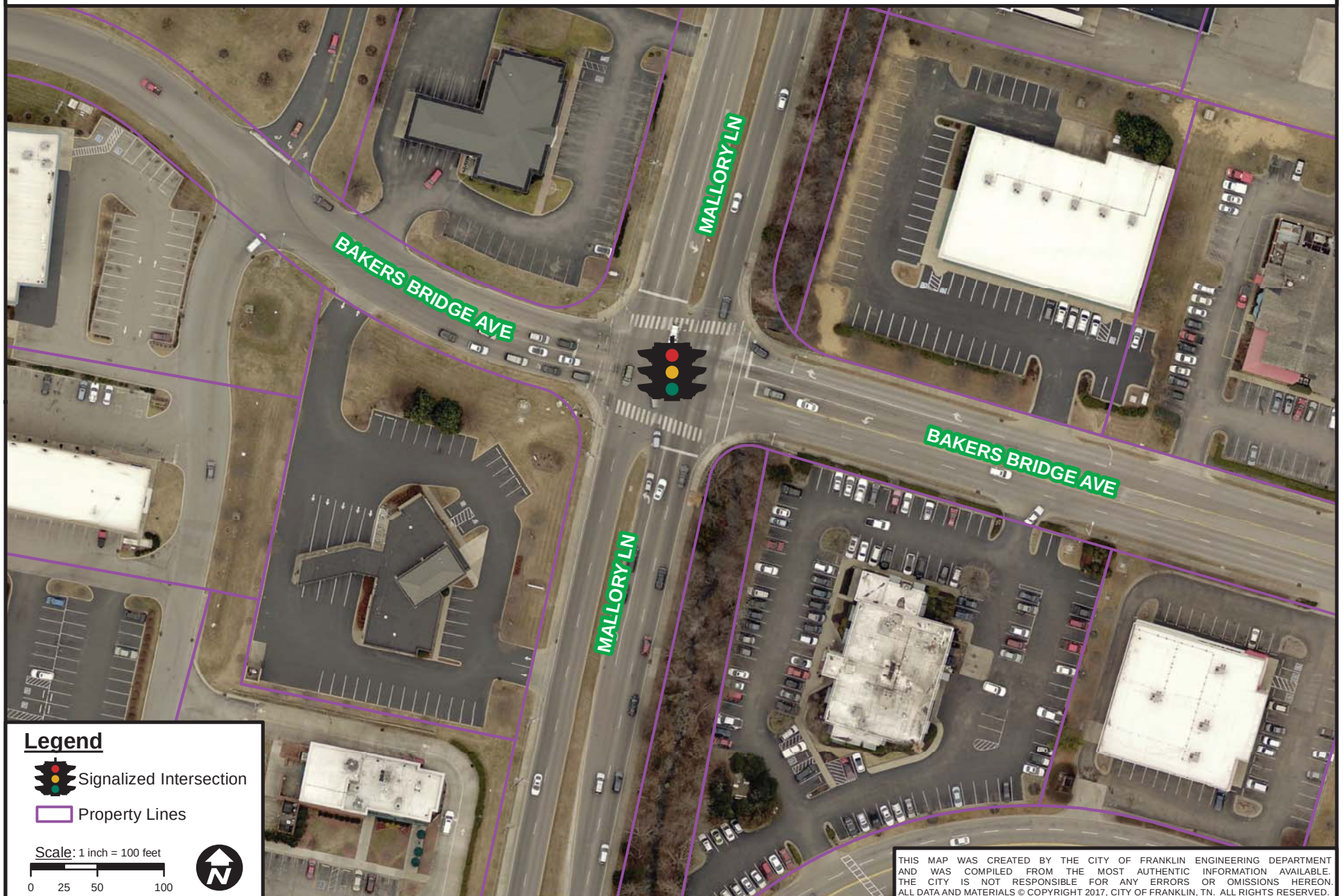
MALLORY LANE at CROSSROADS BOULEVARD





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)

MALLORY LANE at BAKERS BRIDGE AVENUE





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



MALLORY LANE at SEABOARD LANE





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



GALLERIA BOULEVARD at BAKERS BRIDGE AVENUE

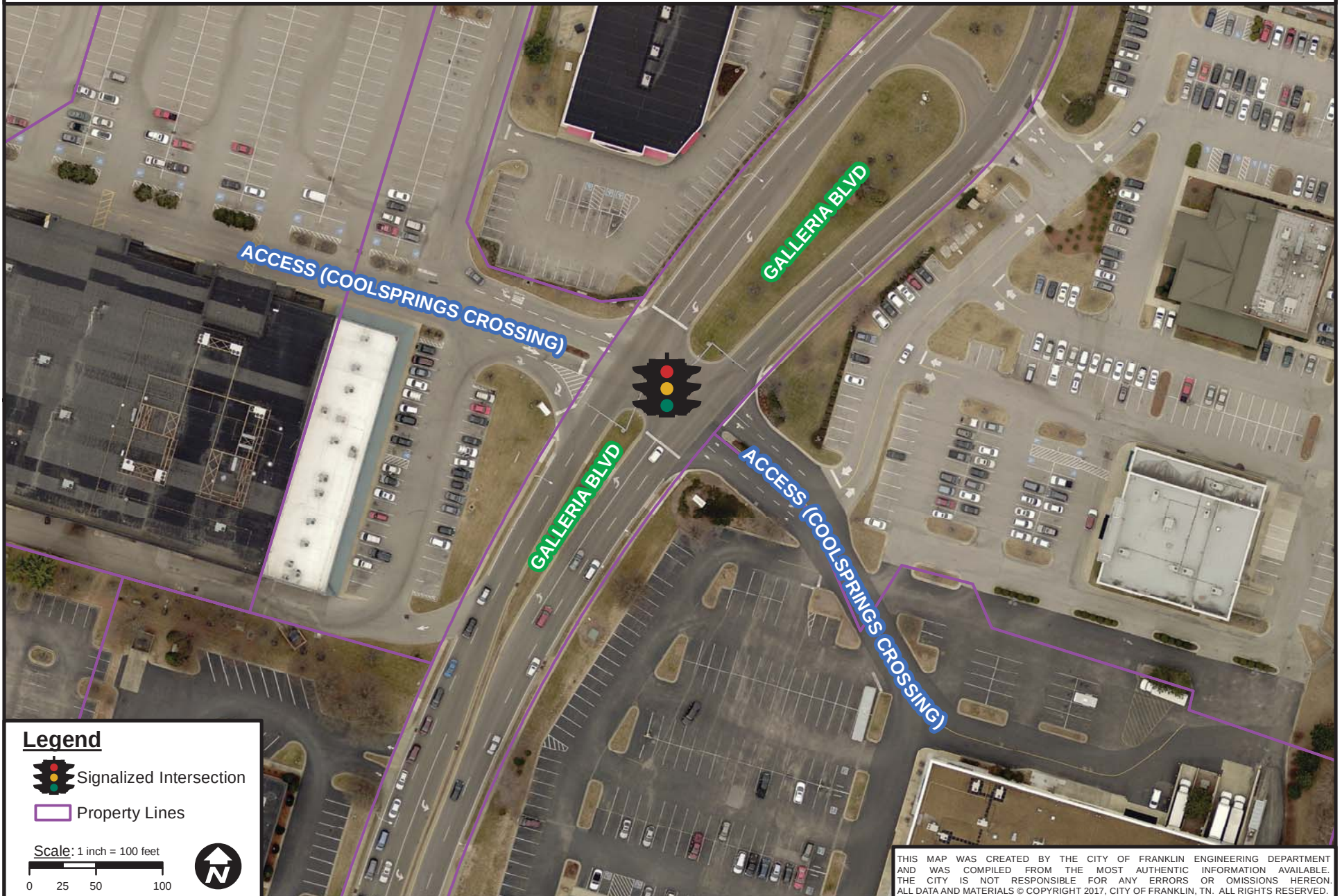




ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



GALLERIA BOULEVARD at ACCESS (COOLSPRINGS CROSSING)





ADAPTIVE SIGNAL CONTROL TECHNOLOGY (TDOT PIN 116144.01)



GALLERIA BOULEVARD at I-65 SOUTHBOUND RAMPS





File #: 21-03745

DATE: October 20, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For October 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.franklin.tn.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

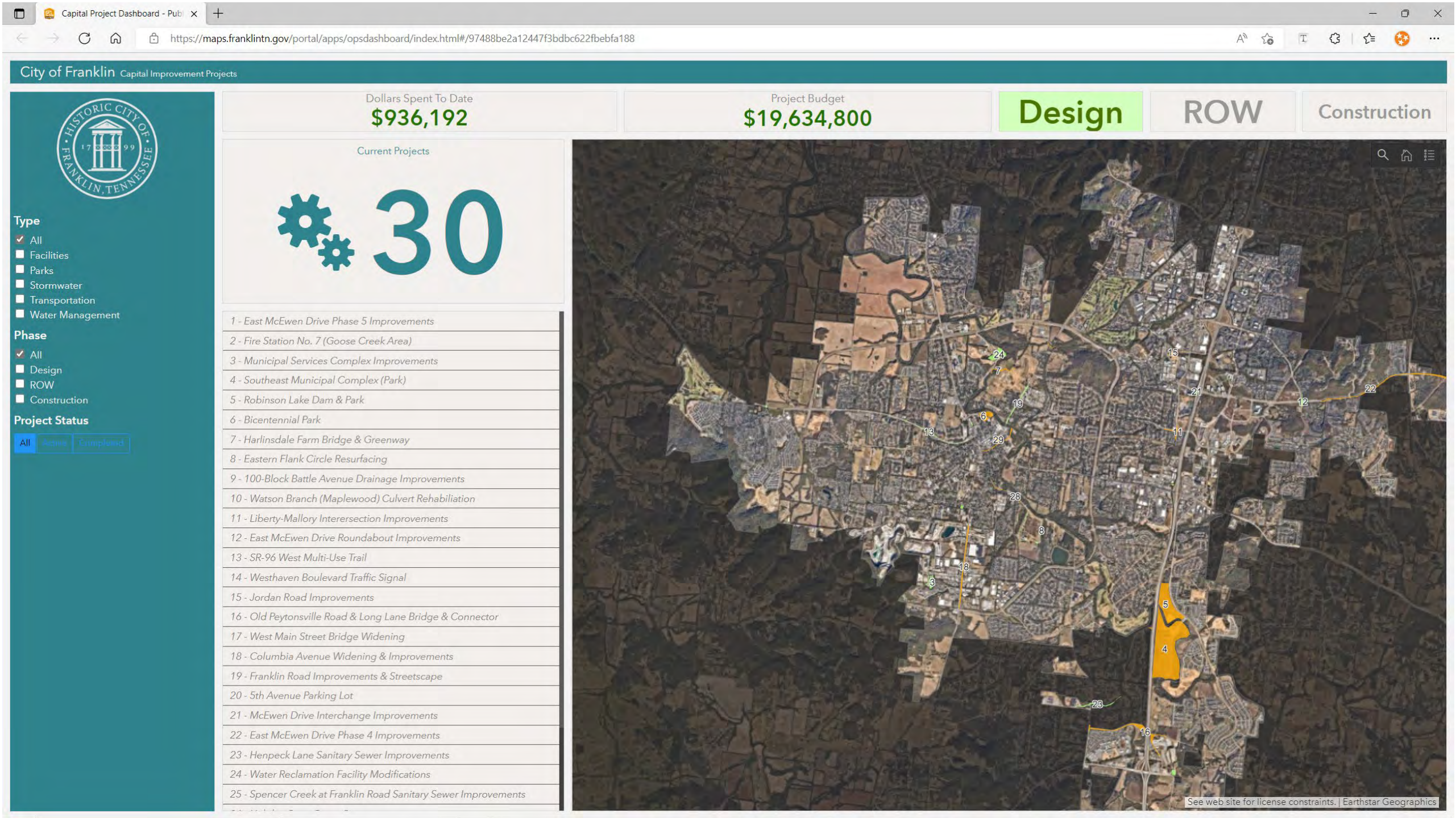


Image Captured from City of Franklin Website on 10/20/2022

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”