



## Meeting Agenda

### Capital Investment Committee

---

Thursday, December 8, 2022

3:30 PM

Board Room

---

#### CALL TO ORDER

#### APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes  
October 27, 2022 Capital Investment Committee

#### NEW BUSINESS

2. Consideration To Grant Sewer Availability For 4341 S. Carothers Road (Map 089, Parcel 04400)  
**Sponsors:** Michelle Hatcher, Scott Andrews
3. Consideration To Deny Sewer Availability For 3978 E. McEwen (Map 061, Parcel 01901)  
**Sponsors:** Michelle Hatcher, Scott Andrews
4. Consideration Of Resolution 2022-64, A Resolution Authorizing Condemnation For The Acquisition Of Property For The South Prong Drainage Basin 36 Inch Sanitary Sewer Improvements Project  
**Sponsors:** Michelle Hatcher, Todd Snackenberg
5. Consideration Of COF Contract No. 2021-0032, With Southstar, LLC, For Liberty Pike Widening (Carothers Pkwy To East Of Knoll Top Lane) Water Main Relocation For An Amount Not-To-Exceed \$348,598.09  
**Sponsors:** Michelle Hatcher
6. Consideration Of DRAFT COF Contract No. 2022-0295, With Revere Control Systems, Inc., For System Coverage For SCADA Improvements  
**Sponsors:** Michelle Hatcher
7. Consideration Of DRAFT COF Contract No. 2022-0303, With C&T Engineering And Inspection, For The Water Treatment Valve Access Improvements Project Construction Services For An Amount Not To Exceed \$198,165.00.  
**Sponsors:** Michelle Hatcher, Brian Goodwin, Patricia McNeese
8. Capital Projects Dashboard And Status Updates For December 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, OCTOBER 27, 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 | Mark Hilty, ACA Public Works                     | P |
| P | Paul Holzen, Engineering Director                | P |
| P | Michelle Hatcher, Water Management Director      | P |
| P | Jonathan Marston, Engineering Assistant Director | P |
|   | Chris Franklin, Management Fellow                | P |
|   | Angie Johnson, City Recorder                     | P |
|   | Lanaii Benne, City Recorder                      | P |
|   | Cayce Anderson, Deputy City Recorder             | P |

**CALL TO ORDER**

Chairman Beverly Burger called the meeting to order at 3:31 p.m.

**APPROVAL OF THE MINUTES**

1. *A motion was made by Alderman Brown, seconded by Alderman Blanton to approve the minutes from the September 22, 2022 Capital Investment Committee. The motion passed unanimously.*

**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.**

**Michelle Hatcher, Cody Myers**

The carbon media at the Water Treatment Plant in the granular activated carbon (GAC) units is used to quince 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.

*A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.*

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

**Michelle Hatcher, Scott Andrews**

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.

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 4-0.*

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**

**Michelle Hatcher, Brian Goodwin, Patricia McNeese**

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.

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.

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.

*A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.*

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**

**Paul Holzen**

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 are not already installed, was \$93.00 per square foot. Staff recommends the fee in lieu be established at \$93.00 per SF of sidewalk.

*A motion was made by Alderman Matt Brown, seconded by Alderman Gabrielle Hanson to Recommend Approval to the Board of Mayor and Aldermen the Ordinance. The motion Passed 4-0.*

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.**

**Michelle Hatcher**

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.

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.*

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.**

**Paul Holzen, Jonathan Marston, David Hodnett**

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 streetlights. 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.



*A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.*

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.**

**Paul Holzen, Jonathan Marston, David Hodnett**

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.

*A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 4-0.*

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.**

**Paul Holzen, Jonathan Marston, Adam Moser**

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.

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Gabrielle Hanson to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.*

10. **Capital Projects Dashboard And Status Updates For October 2022.**

**Paul Holzen, Jonathan Marston**

Franklin Road is estimating completion by the beginning of the year 2023 and completing landscaping as the weather warms up.

## **OTHER BUSINESS**

## **ADJOURNMENT**

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

Meeting adjourned @ 4:16 p.m.

---

Beverly Burger, Chair

Minutes prepared by Cayce Anderson, Deputy City Recorder, City Administrator's Office 11/3/2022 3:00 PM



---

**File #: 21-03991**

---

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

**SUBJECT:**

Consideration To Grant Sewer Availability For 4341 S. Carothers Road (Map 089, Parcel 04400)

**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: 8/17/2022.  
SFUE's Requested: 1.  
Domestic Water Meter Size(s):  $\frac{3}{4}$ ".

This property is located within the City limits, south of the Falcon Creek subdivision. The applicant has requested a connection to City sewer in order to renovate their house. They are proposing installing a grinder pump to connect to the Carothers Glen subdivision planned for two properties across South Carothers and adjacent to Falcon Creek. The subdivision requested for connection is not constructed yet and a timeline for construction is not available at this point.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that this availability request be approved contingent on the applicants being responsible for installation of a gravity main. Putting this home on a grinder pump and extending a force main to the nearest manhole in Carothers Glen would not be an orderly expansion of the system.



| Type of Availability Requested:                       | CHECK ALL THAT APPLY: <input type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Project Name & Subdivision, Section, Lot #            | 4341 South Carothers Road, Charles D Marable                                                   |
| Map & Parcel(s) #                                     | Map 89 Parcel 44                                                                               |
| Property Address:                                     | 4341 South Carothers Road                                                                      |
| City Project # (If Applicable)                        |                                                                                                |
| # of Dwelling Units (If Residential)                  | 1                                                                                              |
| Applicant's Name & Company                            | Dewey Engineering                                                                              |
| Applicant's Address                                   | 2925 Berry Hill Drive                                                                          |
| Applicant's Email & Phone #                           | mdewey@dewey-engineering.com, 615-401-9956                                                     |
| Anticipated Water Meter Size(s) (see chart on pg. 3). |                                                                                                |
| Water District:                                       | Milcrofton Utility District                                                                    |

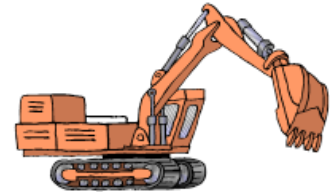
*use additional sheets as necessary*

|                                                                                                         |                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>If County is requiring this request please indicate if you are requesting an approval or denial:</p> | <p><input type="checkbox"/> DENY my Request      <input type="checkbox"/> APPROVE my request</p> <p><i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i></p> |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date Submitted: 8/17/22

# 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](mailto: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 <sup>1</sup> | Tap Existing <sup>2</sup> | City making Tap <sup>3</sup> |
| 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 <sup>4</sup> | Tap Existing <sup>2</sup> | City Making Tap <sup>3</sup> |
| 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)                    |

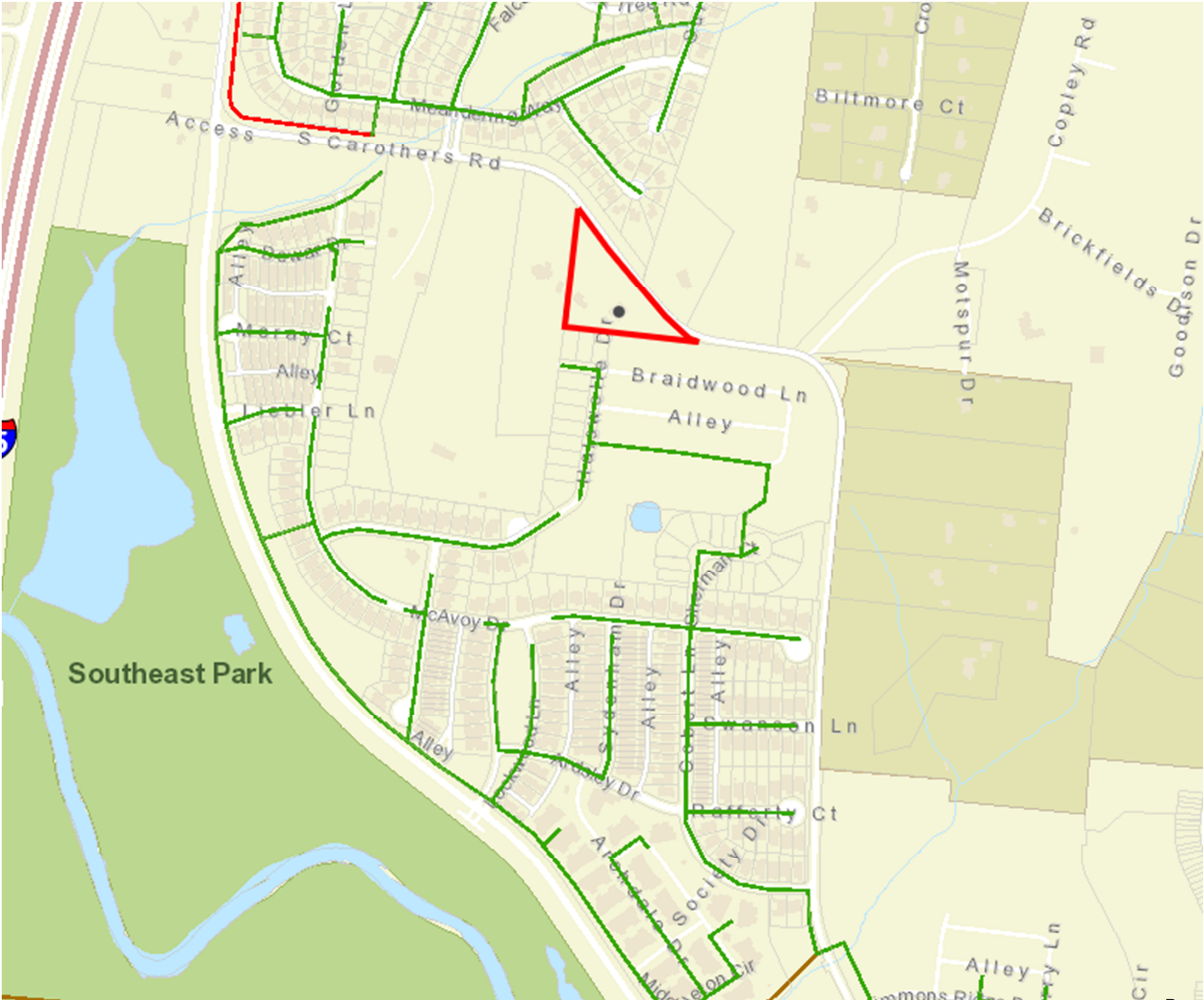
Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

### 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          | per doctor                     |
|                                                    | 20          | per employee                   |
|                                                    | 10          | 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         | per patient                    |
|                                                    | 100         | per resident employee          |
|                                                    | 50          | 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 <b>(w/food service)</b> | 50          | per person                     |



LOCATOR MAP





LOCATOR MAP (Aerial view)





Neighborhood View







---

**File #: 21-04001**

---

**DATE:** November 17, 2022  
**TO:** Capital Investment Committee  
**FROM:** Michelle Hatcher, Director of Water Management  
Scott Andrews, Utilities Engineer II

**SUBJECT:**

Consideration To Deny Sewer Availability For 3978 E. McEwen (Map 061, Parcel 01901)

**PURPOSE:**

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

**BACKGROUND/STAFF COMMENTS:**

Date of Request: 11/1/2022.  
SFUE's Requested: 0.  
Domestic Water Meter Size(s):  $\frac{3}{4}$ ".

This property is located outside of the City limits, south of E. McEwen Pike and adjacent to Wilson Pike, in the Mayes Creek basin. No existing City of Franklin sanitary sewer infrastructure is available to the property and this property sits near the top of the basin. As such, the property would drain to over eight-and-a-half miles of proposed future interceptors that would lead back to a potential future plant to be served with City sanitary sewer. The applicant is looking to build a new attached garage with an office and a bathroom above the garage and finish out the existing garage as a family room for family visits. The applicant has requested denial.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that the Board of Mayor and Aldermen deny sewer availability to 3978 E. McEwen.



# Request for Water and/or Sewer Availability & Associated Costs

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

|                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                        |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Type of Availability Requested:</b>                                                                                                                                                                                                                                                                                                                                                                              |  | <b>CHECK ALL THAT APPLY:</b> <input type="checkbox"/> Water <input type="checkbox"/> Sewer                                                                                                             |  |
| Project Name & Subdivision, Section, Lot #                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                        |  |
| Map & Parcel(s) #                                                                                                                                                                                                                                                                                                                                                                                                   |  | Map 61 Parcel 19.01                                                                                                                                                                                    |  |
| Property Address:                                                                                                                                                                                                                                                                                                                                                                                                   |  | 3978 E. McEwen Drive (was 2061 Liberty Pike years ago)                                                                                                                                                 |  |
| City Project # (If Applicable)                                                                                                                                                                                                                                                                                                                                                                                      |  | N/A                                                                                                                                                                                                    |  |
| # of Dwelling Units (If Residential)                                                                                                                                                                                                                                                                                                                                                                                |  | 1                                                                                                                                                                                                      |  |
| Applicant's Name & Company                                                                                                                                                                                                                                                                                                                                                                                          |  | Wendy Johnson                                                                                                                                                                                          |  |
| Applicant's Address                                                                                                                                                                                                                                                                                                                                                                                                 |  | 3978 E. McEwen Drive                                                                                                                                                                                   |  |
| Applicant's Email & Phone #                                                                                                                                                                                                                                                                                                                                                                                         |  | wendy.johnson@AMRRI.com<br>615-618-6776                                                                                                                                                                |  |
| Anticipated Water Meter Size(s) (see chart on pg. 3).                                                                                                                                                                                                                                                                                                                                                               |  | N/A                                                                                                                                                                                                    |  |
| Water District:                                                                                                                                                                                                                                                                                                                                                                                                     |  | Milcrofton                                                                                                                                                                                             |  |
| <b>Sewage Flow Calculations:</b> Use the City of Franklin projected flow examples sheet -pg.4<br><p>N/A - we have no intention of connecting to city sewage. We need a letter of denial so we can give it to the county. We want to remain on our septic system which is functioning just fine.</p> <p>Wendy Johnson<br/>cell 615-618-6776</p> <p style="text-align: right;">use additional sheets as necessary</p> |  |                                                                                                                                                                                                        |  |
| <b>Anticipated sewage flows:</b> Information Required for Sewer Service                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                        |  |
| If County is requiring this request please indicate if you are requesting an approval or denial:                                                                                                                                                                                                                                                                                                                    |  | <input checked="" type="checkbox"/> DENY my Request <input type="checkbox"/> APPROVE my request<br>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial* |  |

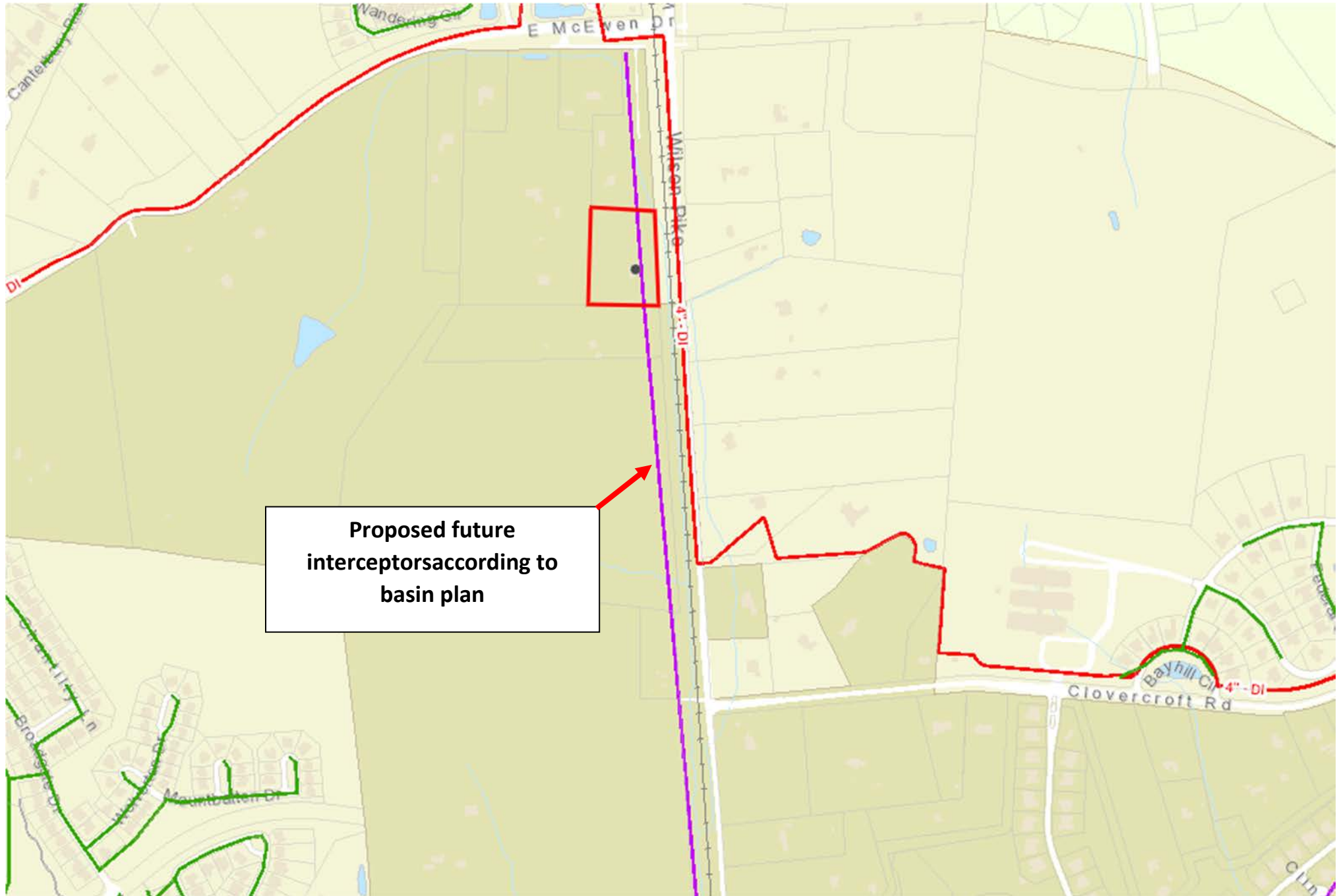
**MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)**

Email Application to: [availability@franklintn.gov](mailto:availability@franklintn.gov)

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

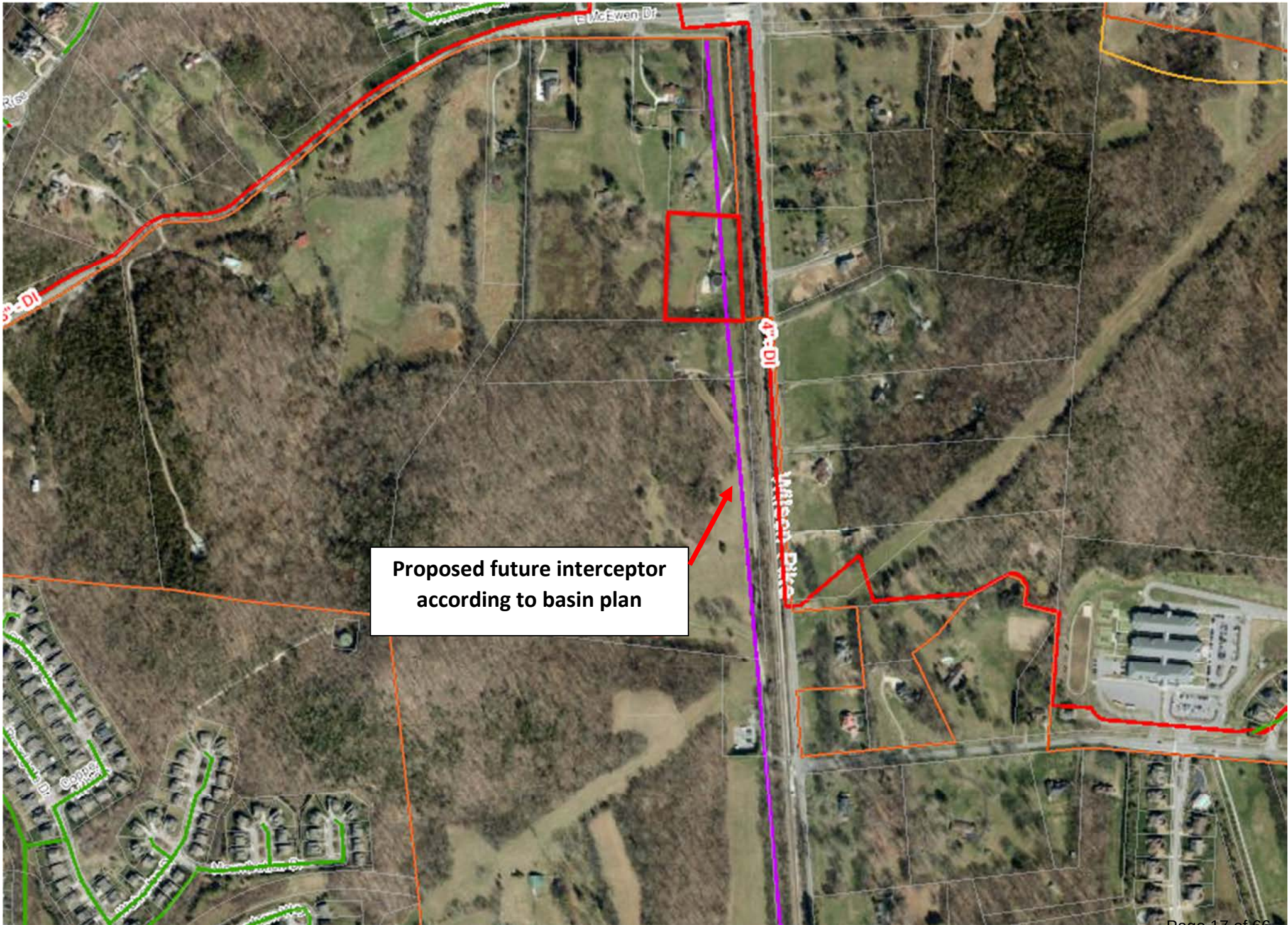
Date Submitted: 11/1/2022

# LOCATOR MAP





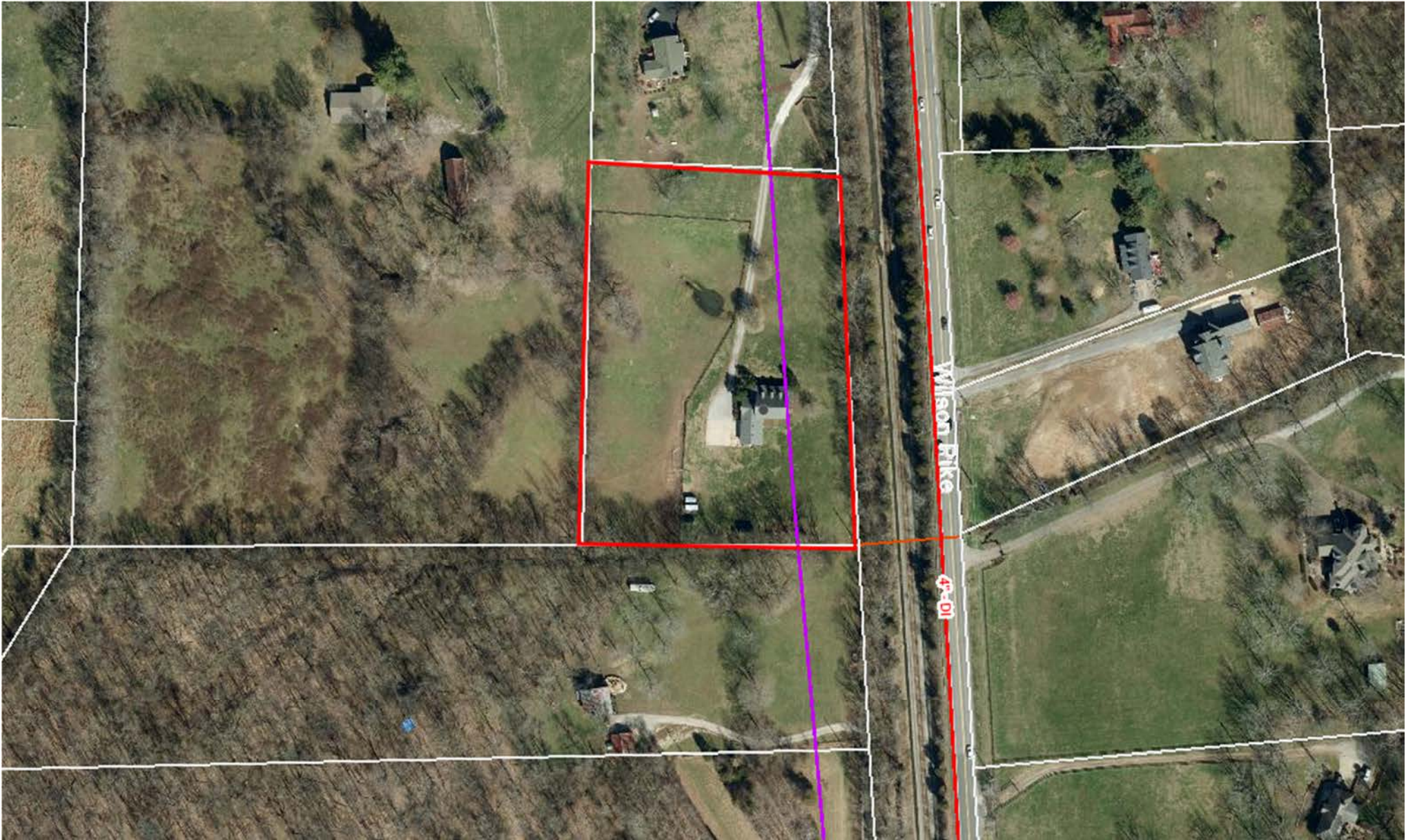
LOCATOR MAP (Aerial view)



Proposed future interceptor  
according to basin plan



Neighborhood View





---

**File #: 21-03574**

---

**DATE:** October 28, 2022  
**TO:** Capital Investment Committee  
**FROM:** Eric Stuckey, City Administrator  
Michelle Hatcher, Director of Water Management  
Todd Snackenberg, Right of Way Agent

**SUBJECT:**

Consideration Of Resolution 2022-64, A Resolution Authorizing Condemnation For The Acquisition Of Property For The South Prong Drainage Basin 36 Inch Sanitary Sewer Improvements Project

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-64. A Resolution authorizing condemnation for the acquisition of property for the South Prong Drainage Basin 36 inch sanitary sewer improvements project.

**BACKGROUND/STAFF COMMENTS:**

The South Prong Drainage Basin Sewer Improvements Project is upgrading approximately 1000 feet of sanitary sewer lines. This upgrade is necessary due to more demand on the system in the South Prong Drainage Basin.

**FINANCIAL IMPACT:**

The cost of this item will depend on any necessary condemnations to acquire easements on properties associated with this project. The funding will come out of the wastewater general fund (431-89120-53319).

**RECOMMENDATION:**

Staff recommend that Resolution 2022-64 be recommended to the Board of Mayor and Aldermen for approval.

**RESOLUTION 2022-64**

**A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY  
FOR THE SOUTH PRONG DRAINAGE BASIN 36 INCH SANITARY SEWER  
IMPROVEMENTS PROJECT**

**WHEREAS**, the City of Franklin (City) has determined that certain improvements are necessary, suitable and desirable for the public welfare for the South Prong Drainage Basin 36 Inch Sanitary Sewer Project; and

**WHEREAS**, these improvements are generally described as the construction of approximately 10,000 feet of 36-inch sanitary sewer line as well as all appurtenances needed for the construction; and

**WHEREAS**, it will be necessary for the City to obtain an easement from landowner for the construction of the Project; and

**WHEREAS**, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to construct sanitary sewer and water lines, see T.C.A. §29-17-301 *et seq.*, and to acquire Easements necessary for proper completion of the said Project, and that the acquisition of such Easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE**, that the City Engineer and /or City Attorney, are authorized to obtain the necessary permanent easements and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and /or City Attorney, are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

**IT IS SO RESOLVED AND DONE** on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE**

By: \_\_\_\_\_  
**ERIC S. STUCKEY**  
City Administrator/Recorder

By: \_\_\_\_\_  
**DR. KEN MOORE**  
Mayor



**Approved As To Form By:**

---

**Shauna R. Billingsley**

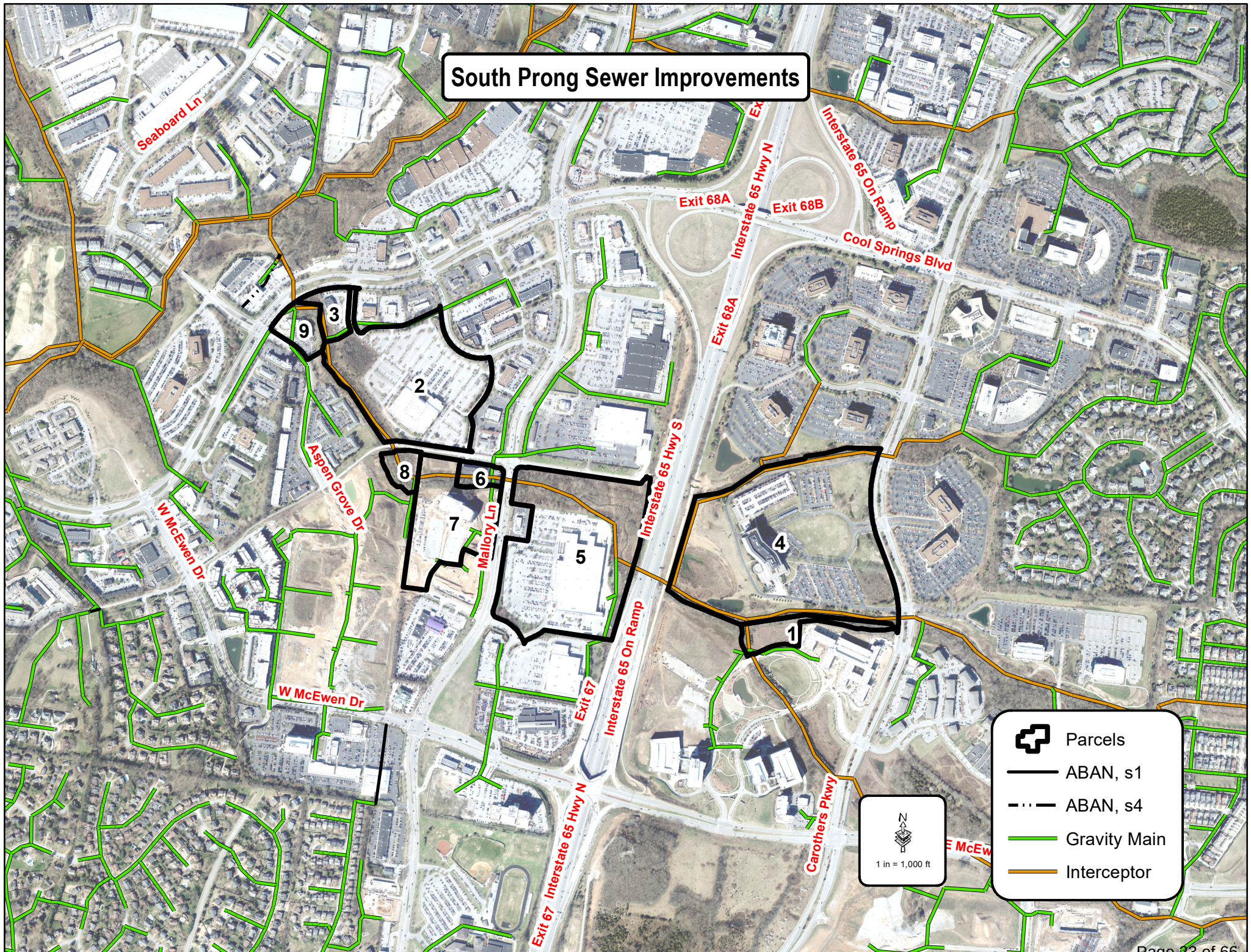
City Attorney

**RESOLUTION 2022-  
EXHIBIT A**

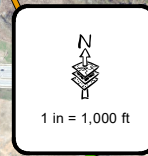
| TRACT NUMBER | TAX MAP NUMBER | PARCEL NUMBER |
|--------------|----------------|---------------|
| 1            | 62             | 14.23         |
| 2            | 62             | 6.02          |
| 3            | 62             | 6.10          |
| 4            | 62             | 14.03         |
| 5            | 62             | 21.03         |
| 6            | 62             | 21.15         |
| 7            | 62             | 21            |
| 8            | 62             | 22.22         |
| 9            | 62             | 3             |
|              |                |               |



# South Prong Sewer Improvements



-  Parcels
-  ABAN, s1
-  ABAN, s4
-  Gravity Main
-  Interceptor







---

**File #: 21-03319**

---

**DATE:** November 9, 2022  
**TO:** Capital Investment Committee  
**FROM:** Eric Stuckey, City Administrator  
Michelle Hatcher, Director of Water Management

**SUBJECT:**

Consideration Of COF Contract No. 2021-0032, With Southstar, LLC, For Liberty Pike Widening (Carothers Pkwy To East Of Knoll Top Lane) Water Main Relocation For An Amount Not-To-Exceed \$348,598.09

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an agreement with Southstar LLC for a watermain relocation.

**BACKGROUND/STAFF COMMENTS:**

On February 9, 2016, the Board of Mayor and Alderman approved the Carothers Crossing East PUD Subdivision. The Developer is required to widen Liberty Pike from Knoll Top Lane to Carothers Parkway. The Developer has requested reimbursement for the relocation of the City of Franklin water main that is in conflict with the widening of the roadway.

**FINANCIAL IMPACT:**

The cost of the agreement is for reimbursement of 100% of the cost for relocation of the forcemain for a not-to-exceed cost of \$348,598.09.

**RECOMMENDATION:**

Staff recommends that COF Contract 2021-0032 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. 1 TO ROAD IMPACT FEE OFFSET AGREEMENT  
COF CONTRACT NO. 2015-0418**

This Amendment is entered between **THE CITY OF FRANKLIN, TENNESSEE** ("City") and **SOUTHSTAR, LLC**, ("Developer"), on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

**WHEREAS**, the Developer and City entered into a Road Impact Fee Offset Agreement COF Contract No 2015-0418 on February 23, 2016; and

**WHEREAS**, the Road Impact Fee Offset Agreement allows Developer to offset certain costs incurred by the Developer to design and dedicate right-of-way, and to construct certain arterial, non-site related, roadway improvements on Liberty Pike (Carothers Pkwy to East of Knoll Top Lane) in exchange for Developer's undertaking such improvements; and

**WHEREAS**, after review of the Liberty Pike Widening (Carothers Pkwy to East of Knoll Top Lane) Plans, the City of Franklin is requiring the Developer to relocate approximately 1,300LF of 16" City of Franklin water main located within the public right-of-way; and

**WHEREAS**, utilities located within City of Franklin right-of-way are required to relocate, at their cost, to accommodate the widening project.

**NOW THEREFORE**, the City and the Developer, their successors and assigns, do hereby agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of City of Franklin water main relocation.
- 2. TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
- 3. PROJECT.** The Developer has submitted reliable information related to the costs of construction and timing of the following Improvements (collectively, the "Improvements"): Relocation of City of Franklin 16" Water Main, as part of the Liberty Pike Widening Project (Carothers Pkwy to East of Knoll Top Lane).
- 4. ELIGIBLE AND ESTIMATED REIMBURSEMENT.** 100% of the cost associated with the Improvements shall be reimbursable to include all cost of design, right-of-way acquisition, easement acquisition, permits and construction of the Improvements. The estimated cost is **THREE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED AND NINETY-EIGHT DOLLARS AND NINE CENTS (\$348,598.09)**.
- 5. APPROVAL OF CONTRACTS AND AGREEMENTS.** The Water Management Department shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the

Water Management Department may result in loss of City reimbursement as determined by the Water Management Department Director (Director).

**6. APPROVAL OF CONSTRUCTION DOCUMENTS.** Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the Water Management Department for its review and approval. The Developer agrees that failure to obtain approval from the Water Management Department may result in loss of City reimbursement as determined by the Director.

**7. PERMITS.** Subject to reimbursement as provided herein, the Developer shall be solely responsible for obtaining and complying with all necessary local, state, and federal permits associated with the Improvements.

**8. Reimbursement and Final Acceptance.**

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Director, subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the waterline improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Water Management Department.
- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Water Management Department.

**9. INDEMNIFICATION.**

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier,



or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**13. MISCELLANEOUS.**

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

**Approved by the Franklin Board of Mayor and Alderman on \_\_\_\_\_,**  
**2022.**

**WITNESS** our hands on the dates as indicated.

**DEVELOPER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE                    )  
                                                          )  
COUNTY OF \_\_\_\_\_)

Before me, \_\_\_\_\_, a Notary Public of said County and State, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_\_\_ self to be \_\_\_\_\_ (or other officer authorized to execute the instrument) of \_\_\_\_\_, the within named bargainor, a \_\_\_\_\_, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CITY**

CITY OF FRANKLIN, TENNESSEE, a  
municipality

By: \_\_\_\_\_  
DR. KEN MOORE  
Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC S. STUCKEY  
City Administrator

Date: \_\_\_\_\_

STATE OF TENNESSEE                    )  
                                                  )  
COUNTY OF WILLIAMSON            )

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
William E. Squires, Assistant City Attorney



### **IRAN DIVESTMENT ACT CERTIFICATION**

By submission of a bid or proposal to the City of Franklin, the Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Bidder further certifies that it shall not utilize any subcontractor identified on the list created pursuant to T.C.A. § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State pursuant to the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

This certification shall not be necessary and shall not apply to contracts valued at one thousand dollars (\$1,000.00) or less.

### **CERTIFICATION**

**The Bidder certifies that, to the best of its knowledge and belief, it is not on the Iran Divestment Act list as described above.**

\_\_\_\_\_  
***Signature***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Printed Name***

\_\_\_\_\_  
***Title***

\_\_\_\_\_  
***Name of Firm/Company***

### **NON-BOYCOTT OF ISRAEL REQUIREMENTS**

*Tennessee Code Annotated* § 12-4-119 (as enacted by Chapter 775 of the Public Acts of 2022) prohibits a public entity from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This requirement does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

### **CERTIFICATION**

**The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119**

---

***Signature***

---

***Date***

---

***Printed Name***

---

***Title***

---

***Name of Firm/Company***



---

**File #: 21-03786**

---

**DATE:** November 1, 2022  
**TO:** Capital Investment Committee  
**FROM:** Eric Stuckey, City Administrator  
Michelle Hatcher, Director of Water Management

**SUBJECT:**

Consideration Of DRAFT COF Contract No. 2022-0295, With Revere Control Systems, Inc., For System Coverage For SCADA Improvements

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a professional services agreement (COF Contract No. 2022-0295) with Revere Control Systems, Incorporated, for the Telemetry System Maintenance Contract.

**BACKGROUND/STAFF COMMENTS:**

In 2018, the City finished the upgrades to the Supervisory Control and Data Acquisition (SCADA) system for the collection and distribution system through the City's service area. Revere Control Systems, Incorporated, performed this work and integrated this system into the City's network.

The SCADA system requires ongoing maintenance to continue functionality, in addition to the ongoing growth seen within the City. This contract will also provide support to enhance the knowledge and ability of the City's operators related to the SCADA system. This contract will also allow for support in emergency situations, minimizing unnecessary delays because of travel distance.

**FINANCIAL IMPACT:**

The total cost of this contract is \$60,000.00, of which \$45,000 is budgeted for in wastewater collections operations (431-82560-52212) and \$15,000 is budgeted for in water distribution operations (421-82560-52102).

**RECOMMENDATION:**

Staff recommends that COF Contract No. 2022-0295 with Revere Control Systems, Incorporated be recommended to the Board of Mayor and Aldermen for approval.



## **ATTACHMENT A SCOPE OF WORK**

Revere Control Systems, Inc. ("Contractor") will provide complete, comprehensive turnkey services including but not limited to configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation and training for all included systems and software to City of Franklin Department of Public Works ("Owner") as defined herein.

Time, system reliability, and functionality are of the essence. The purpose of this contract is to ensure continuous and reliable operation of the system and all components and to meet all regulatory requirements.

### **1. SYSTEM COVERAGE**

- a. System coverage will include but will not be limited to the Water Distribution and Collection System SCADA Improvements furnished under COF Contract No. 2016-S6
- b. Facilities will be included as they are identified.
  - i. Master Station at the Public Works facility
  - ii. Site RTU and repeater Sites
- c. Technology components related to the Owner's facilities include, but are not limited to the following:
  - i. PLC Hardware Systems
  - ii. HMI and/or OIT Applications
  - iii. Routers and Switches
  - iv. Radio Telemetry Systems and Diagnostic Software
  - v. Trihedral SCADA Software and Application
  - vi. RTU Control Panel
- d. Note that the Owner has "SupportPlus" services for VTSCADA software with Trihedral. Contractors services shall not overlap or duplicate any Trihedral services.

### **2. SYSTEM ADMINISTRATION SERVICES**

- a. The Contractor will provide complete, comprehensive, turnkey service; including (but not limited to) configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation, and training for all included systems and software.
- b. The Contractor will provide support services via remote Internet connection to troubleshoot and/or resolve issues if possible. The Owner will provide and maintain an Internet connection for this purpose.
- c. The Contractor will provide software support and programming that may be required. This will include (but will not be limited to) software installation and support, database creation and configuration, programming of any required data entry screens, any required reports, and any other required work.
- d. Documentation of the service visit will be provided to the Owner in the format of a Revere Service Report. The Service Report will accompany the pay application and/or invoice to reflect the services provided.
- e. The Contractor will maintain comprehensive documentation of all work done during each scheduled monthly visit. This will include (but will not be limited to) problem logs, system error logs, system performance logs, and change management logs. The format of this documentation will be determined in conjunction with the Owner's Representative. The Contractor will develop, in conjunction with Utilities personnel, and provide any reports the Owner deems necessary to adequately monitor the status of the systems and the work performed.

- f. The Contractor will be required to coordinate and provide any training necessary for Owner personnel to understand and operate any aspect of all included systems and software.

### 3. SYSTEMS AND SOFTWARE MAINTENANCE, UPDATES, AND MODIFICATION

- a. The Contractor shall work to ensure reliability, functionality, and timeliness. The Contractor shall ensure all systems are properly functioning before leaving the site. The Contractor will be responsible for making any required changes and/or modifications to (but not limited to) the following systems noted under item 1, above.
- b. The Contractor will provide any necessary assistance to provide for system additions such as (but not limited to) adding systems to SCADA.
- c. The Contractor will provide all necessary installation, configuration, diagnostics, troubleshooting, programming, modification, and any other necessary work whether online or offline, for all systems and software including PLC software.
- d. The Contractor will coordinate and document all warranty work for all included systems.
- e. The Contractor will provide any necessary licenses for all software furnished by the Contractor under this Contract. The Contractor shall maintain at a designated Owner location a complete inventory of all licenses.
- f. The Owner's Representative shall authorize the acquisition of all commodities, hardware and software additions, replacements, and upgrades.
- g. The Contractor will establish and maintain the capability for remote system support. This support will include VPN access to the system(s). This support will also include (but will not be limited to) telephone and email support by qualified Contractor personnel charges at the same rates as onsite service.

### 4. PREVENTIVE MAINTENANCE SUPPORT

- a. The contractor shall schedule 2 preventative maintenance visits by qualified service personnel.
  - i. Each preventive maintenance visit shall include the following:
    - 1. Visual inspection and cleaning of Revere panels
    - 2. Replace corrosion inhibitors.
    - 3. Check antenna, cabling and connectors. Coordinate needed repairs with the city.
    - 4. Verify correct operation.
    - 5. Verify current versions of application software backups.

### 5. EMERGENCY SUPPORT

- a. Timely and comprehensive emergency response to failures in the SCADA system is critical. Failure of the Contractor to respond shall be grounds for termination.
- b. The Contractor shall establish a communication response procedure to ensure a response and acknowledgement of an Emergency within two (2) hours of being contacted by the Owner. The Contractor shall actively be working to resolve/fix any Emergency (as declared by the Owner's Representative) within 24 hours of Declaration of Emergency. The Owner's Representative or

designated representative shall have sole authority to declare an Emergency. Upon Declaration of Emergency the Contractor shall provide the following:

- i. Telephone assistance services from the technical support hotline with qualified personnel shall be available to assist Owner personnel 24 hours a day, 7 days per week. The technical support hotline is manned by technical specialists that will make assessment of the telephone request and determine appropriate action.

Examples of appropriate actions are as follows:

1. Assist owner personnel to resolve problem.
  2. Dispatch Systems Technician or Engineer to perform on site repair.
  3. Procure parts as required.
  4. Initiate contact with the Systems Engineer to provide engineering level assistance.
- ii. Communication via e-mail shall be available.
  - iii. Professional emergency support shall be available on site within twenty-four (24) hours of notice.
  - iv. Control Systems Technician shall be on site within eight (8) hours of notice with necessary troubleshooting and calibration equipment to accomplish the emergency repairs or identify necessary actions and procurements required to resolve the emergency.
- c. As noted under item 1.D. above, the Owner has "SupportPlus" services with Trihedral. These services include 24/7 Emergency Support. Contractors Services shall not overlap or duplicate Trihedral emergency services.

## 6. PERSONNEL QUALIFICATION

- a. Contractor personnel shall possess the following minimum qualifications.

### i. SYSTEM ENGINEER

1. The System Engineer shall be proficient in developing and implementing water and wastewater solutions with the HMI Software and its core modules. Ability to configure PLC drivers and set up the HMI Software for client-server applications.

### ii. FIELD SERVICE TECHNICIAN

1. The Field Service Technician shall be proficient with process control equipment including control panel devices, radio equipment. The Technician shall be sufficiently skilled to provide support in the field to troubleshoot electrical panels and to help fix problems.

### iii. PERSONNEL ASSIGNED

1. The Owner is sensitive to continuity of experiences and changes in Contractor personnel described above must be approved by the Owner's Representative prior to working on this contract. Failure to maintain personnel capable of performing the required duties shall be grounds for termination.

## 7. GENERAL

- a. The Owner shall pay only one contractual rate per individual per visit.
- b. The Contractor shall maintain and store any and all required reports, drawings, records, backups, and any other documentation required by this contract at a location designated by the Owner. The Contractor shall maintain working copies at the Contractor's location as required supplying remote support on the system.
- c. All Emergency Support work shall be coordinated with and authorized by the Owner's Representative or a designated representative. The Owner's Representative or designated representative will determine what constitutes "Emergency Support" and shall make that differentiation when contact is made with Contractor.
- d. All non-Emergency Support must be authorized in writing by the Owner's Representative prior to performance of the work to be eligible for reimbursement.

## 8. PROCUREMENT

- a. The Contractor shall provide all required parts, supplies, materials, software, licenses, hardware, third party service, and any other materials, as per written estimate, to accomplish all work. The cost of these items shall be paid on a cost plus 20% as outlined in Exhibit "B", Section 3. A copy of the Contractor's invoice(s) from his supplier for such parts, supplies, and materials shall be submitted with the Contractor's invoice for payment. Revere Control System proprietary parts will be provided at published prices with no markup. Parts, supplies, materials, and any other items shall comply with the manufacturer's specifications and standards.
- b. If requested by the Owner, the Contractor shall provide fixed price quotations for materials, engineering, plant services, or on-site services. This does not relieve the Contractor of the requirement to provide the required backup.
- c. All items procured and incorporated in the work or accepted as spare parts by the Owner will become the property of the Owner.

## 9. ADDITIONAL LABOR AND OTHER EXPENSES

- a. Any and all labor or other costs required in excess of those itemized herein will be at standard rates and must be pre-approved by the Owner in writing.

## 10. OTHER VENDORS

- a. The Contractor intends to provide the services requested by the Owner. However, the Contractor reserves the right to utilize other vendors in such cases that specific technical expertise, state licensing, or response time is required. Subcontractors and vendors must be pre-approved by the Owner. Markup shall not exceed 10%.

## 11. BILLING RATES & PRICING



- a. The following hourly rates will be charged for services provided including onsite support as well as telephone/remote support.

| Labor Category                     | Regular Working Hours | After-Hours, Weekends, and Holidays |
|------------------------------------|-----------------------|-------------------------------------|
| Project Manager                    | \$ 160.00 / Hour      | N/A                                 |
| Project Engineer/Specialist        | \$ 130.00 / Hour      | N/A                                 |
| Senior Project Engineer/Specialist | \$ 145.00 / Hour      | N/A                                 |
| Field Service Technician           | \$ 120.00 / Hour      | \$ 155.00 / Hour                    |
| CAD Designer/Operator              | \$ 75.00 / Hour       | N/A                                 |

- b. There will be a 10% markup, including freight, on all materials & equipment.
- c. Per Hour cost starts when contractor initiates travel to customer location.
- d. Travel expenses and meals shall be paid at cost. The GSA Standard rate for mileage will apply. Hotel and meal costs shall not exceed GSA standard rates. All travel expenses shall be paid pursuant to the City of Franklin Travel Policy.
- e. Materials / Equipment purchases shall be proposed to the Owner for review prior to purchase. The Owner reserves the right to procure and provide the materials to the contractor when it is cost effective for the Owner and does not interfere with work progress.
- f. The Owner will be charged monthly for labor utilized and for business expenses related to the labor. Labor and expenses to be included in the billable hourly services include, but are not limited to:
- i. Revere Personnel including Systems Engineer(s), Field Service Technicians, etc.
  - ii. Scheduled on-site service trips.
  - iii. Remote support services.
  - iv. Emergency on-site service trips.
  - v. Owner will be billed for on-site time and expenses.
  - vi. Equipment, software, repairs, subcontractors
  - vii. Work will only be performed and invoiced as authorized by the Owner's designated representatives against the contract budget.

## 12. BUDGET AND SCHEDULE

- a. This contract is valid until funds are depleted. The Contractor shall notify Owner when remaining funds are equal to or less than 20%.
- b. Preventative maintenance events shall be performed for a lump sum fee of \$6,000 per event plus cost for any replacement materials or parts. All services will be invoiced on a time and material basis, for a total not-to-exceed amount of \$60,000.

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No.2022-0295**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **REVERE CONTROL SYSTEMS, INC.** 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:

**SYSTEM COVERAGE FOR SCADA IMPROVEMENTS**

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (SIXTY THOUSAND DOLLARS AND NO/100 DOLLARS) (\$60,000.00).

**The Board of Mayor and Aldermen Approved this Agreement on the \_\_\_\_\_ Day of \_\_\_\_\_ 201\_\_.**

## **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. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 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 Services.
- 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](http://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.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

#### **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

HAZEN AND SAWYER:

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Eric Stuckey  
City Administrator  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney





---

**File #: 21-03846**

---

**DATE:** November 10, 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 COF Contract No. 2022-0303, With C&T Engineering And Inspection, For The Water Treatment Valve Access Improvements Project Construction Services For An Amount Not To Exceed \$198,165.00.

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the COF Contract No. 2022-0303 with C&T Engineering and Inspection for the Water Treatment Plant Valve access improvements project.

**BACKGROUND/STAFF COMMENTS:**

There is currently a project out for bid for access improvements to operate several valves at the Water Treatment Plant. These valves are located in pipe runs near the ceiling of the building, with no safe access to operate them should they be needed. The engineering consultant selected a mezzanine design to access the valves. Once the mezzanine project bid is awarded and construction starts, an on-site representative will be integral to ensure delivery of a quality project that adheres to the approved contract documents.

Currently, there is one valve that will not close, so backwashing the granular activated carbon vessels is not possible, and another valve that is leaking and not able to be accessed.

**FINANCIAL IMPACT:**

The cost of construction administration for this project is \$198,165.00 and is budgeted out of the Water Treatment Plant fund (421-82599-52109).

**RECOMMENDATION:**

Staff recommends that COF Contract No. 2022-0303 with C&T Engineering and Inspection be recommended to the Board of Mayor and Aldermen for approval.



**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2022-0303**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **C&T ENGINEERING AND INSPECTION** 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:

**WATER TREATMENT PLANT VALVE ACCESS  
IMPROVEMENTS CONSTRUCTION SERVICES**

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed, based on the Fee Schedule as contained in Attachment A, in the Amount of **One Hundred Ninety Eight Thousand One Hundred Sixty Five and No/100 Dollars (\$198,165.00)**.

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](http://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: \_\_\_\_\_

**C&T Engineering and Inspection:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

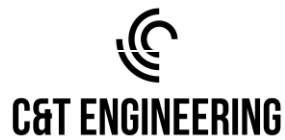
**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**  
City Administrator  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_

1113 Murfreesboro Rd. Ste. 106-102  
Franklin, TN 37064



615.567.3306  
[ctengineering.com](http://ctengineering.com)

11/10/2022

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

**Re: Construction Services Proposal  
Franklin Water Treatment Plant Valve Access Improvements Project**

Dear Patricia,

C&T Engineering's proposal for the Franklin Water Treatment Plant Valve Access construction services is attached. Please let me know if you have any questions.

We sincerely appreciate this opportunity to continue our work with the City of Franklin Water management Department.

Very truly yours,

*Tom Lamb*

Tom Lamb  
Senior Project Manager  
C&T Engineering and Inspection

Enclosure

Cc: Michelle Hatcher, City of Franklin  
Brian Goodwin, City of Franklin

## **ATTACHMENT A**

### **City of Franklin, Tennessee Proposal for Construction Management Services for the Franklin Water Treatment Plant Valve Access Improvements Project**

C&T Engineering proposes to provide construction management and inspection related services as described in the attached scope of work with the goal of safeguarding the delivery of a quality constructed project that meets the intent of the approved construction documents. C&T will provide the Scope of Services detailed herein and broken down into 6-Tasks listed in Table-1. The scope of work is based upon construction activities throughout the total construction period of 7 months from Notice of Award (NOA); 1-month allowance between NOA and Notice to Proceed (NTP) and 6-months from NTP to final completion of the Project.

#### **General Services**

For this project, General Services during Construction will include the following subtasks G1) Project Management, G2) Project Meetings, G3) Submittal Reviews, G4) Witness Factory Testing, R1) Construction Observation, and S1) Special Inspections. Each of these subtasks is discussed in detail below.

#### **Task G1, Project Management**

This task includes all management activities and coordination of the project team, establishing and monitoring schedules and budgets, invoicing, reporting and documentation and general coordination of the project. This task was budgeted assuming a total project timeframe of 30-weeks.

#### **Task G2, Project Meetings**

We anticipate that four types of meetings requiring C&T Engineering participation will occur during construction. 1-pre-bid meeting, 1-pre-construction meeting, 7-Monthly progress meetings and 6-conference call meetings between the C&T Engineering construction project manager and the COF WMD project manager. C&T Engineering will assist City staff with creating the pre-construction meeting agenda and review the final preconstruction meeting agenda and participate in the preconstruction meeting at Public Works with the selected Contractor, City Staff, and all other appropriate stakeholders. C&T Engineering will review the pre-construction meeting minutes prior to distribution by the City WMD Project Manager. C&T Engineering will attend monthly progress meetings with the Contractor, COF WMD staff, and other stakeholders monthly for a total of seven progress meetings to review Work Performed, Project Schedule, Procurement issues, Labor and Equipment issues, Submittal Log, RFIs, Non-Compliance Notices, Change Management, RFPs, Payment Requisition, Testing, Quality Assurance, Quality Control, and Safety and Security. C&T will assist the COF WMD Project Manager with the monthly Progress Meetings and review the Progress Meeting minutes prior to distribution to the attendees and stakeholders by the City WMD Project Manager.

#### **Task G3, Submittal Reviews**

This task includes assistance to the COF WMD Project Manager and the Engineer of Record (EOR) with review of shop drawings, construction submittals, mix designs, schedule submittals, schedule of values,

product data submittals, RFI responses, Change Management review and acceptance of final closeout submittals.

C&T will assist the COF WMD Project Manager with developing a draft submittal schedule for use at the Preconstruction Meeting prioritizing those submittals that are on the critical path schedule. C&T will assist the COF WMD Project Manager and the EOR with submittal reviews.

#### **Task G4, Witness Factory Testing**

According to the requirements of the specifications and IBC Section 1704.2.5 and required quality assurance for steel construction the specifications require the witnessing of factory testing prior to acceptance, shipment to the project site and installation. The proposed cost for the associated services is based on 2-separate trips at 8-hours per trip, which includes preparation time, travel, witness and inspection time and memorandum preparation time anticipating the trips to be within the domestic United States. It is possible that the fabricator(s) Quality Control Program may be accredited by an approved agency or the IBC and submit a Certificate of Compliance certifying accreditation along with mill test reports, welder certifications, special inspection reports and testing that we would consider and review in lieu of Factory Witness Testing.

#### **Task R1, Construction Observation**

The following assumptions are made with respect to staffing on construction observation.

- The Contractor will be allowed to work 50 hours per week (five 10-hour days) excluding City holidays, weekends and overnight work hours.
- A Senior RPR will be provided to construction observation and document the entire work effort for the duration of the construction contract (30 weeks).
- No Construction Observation on Saturdays or Sundays is budgeted for under this task. No Construction Observation between 18:00 and 07:00 hours Monday through Sunday is budgeted for under this task.

The Senior RPR will serve as C&T's liaison with the Contractor, working principally through the Contractor's superintendents and assist in understanding the intent of Contract Documents; and assist C&T Engineering in serving as the COF's liaison with the Contractor when Contractor's operations affect COF WMD on-site operations. The Senior RPR will conduct on-site observations of the Work in progress to assist C&T Engineering in determining if the Work is generally in accordance with the Contract Documents. The Senior RPR will attend meetings with the Contractor, such as preconstruction conference, progress meetings and other project related meetings. The Senior RPR will report to the C&T Construction Manager whenever the RPR believes that any part of the Work is defective under the terms and standards set forth in the Contract Documents as to whether such work should be corrected, removed and replaced or accepted as provided in the Construction Contract Documents. The Senior RPR will prepare a daily work report recording the Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. The RPR shall produce and upload all daily work reports to the document management system. The RPR will review Applications for Payment with the Contractor for compliance with the established procedure for their submission noting particularly the relationship of the payment requested to the approved Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated into the Work. Before C&T Engineering recommends a Certificate of Substantial Completion a Substantial Completion inspection will be

performed in the company of C&T Construction Manager, RPR, COF WMD Staff, the Engineer of Record, and the Contractor and prepare a final list of items to be completed or corrected. The RPR will observe whether all items on final list have been completed or corrected and make recommendations to the COF WMD concerning acceptance and issuance of the Notice of Acceptability of the Work.

### Task S1, Special Inspections

Special Inspections for Structural Steel Construction, Concrete Construction, Mechanical Anchor Inspections, Adhesive Anchor Inspections, Seismic Inspections, High Strength Bolting Inspections, Fit Up Inspections, Welding Inspections, Ultrasonic Inspections (UT), Penetrant Testing (PT), Cold-Formed Steel Inspections, and Shear Connector Inspections will be performed by Certified Special Inspectors. A Daily Special Inspection Report will be generated and provided to the City of Franklin Building Official including a Final Report of Special Inspections. We have budgeted eighty hours for Special Inspections.

### Budget

C&T Engineering proposes to perform the above work on a billing rate basis for a not to exceed price of \$198,165.00. A breakdown of costs is provided on Table 1 herein.

**Table-1**

**Summary of Budget by Task Franklin Water Treatment Plant Valve Access Improvements**

|                                | Task No. | G1                 | G2               | G3                | G4                      | R1                       | S1                  |              |
|--------------------------------|----------|--------------------|------------------|-------------------|-------------------------|--------------------------|---------------------|--------------|
|                                | Rate     | Project Management | Project Meetings | Submittal Reviews | Witness Factory Testing | Construction Observation | Special Inspections | Totals       |
| <b>LABOR</b>                   |          |                    |                  |                   |                         |                          |                     |              |
| Construction Manager           | \$165.00 |                    | 12               |                   |                         |                          |                     | 12           |
| Senior RPR                     | \$105.00 |                    | 12               |                   |                         | 1560                     |                     | 1572         |
| Structural Special Inspections | \$155.00 |                    |                  |                   | 40                      |                          | 80                  | 120          |
| Engineer/Scientist             | \$135.00 |                    |                  | 40                |                         |                          |                     | 40           |
| Administrative Staff           | \$65.00  | 25                 |                  |                   |                         |                          |                     | 25           |
| TOTAL HOURS                    |          | 25                 | 24               | 40                | 40                      | 1560                     | 80                  | 1769         |
| TOTAL DOLLARS                  |          | \$1,625.00         | \$3,240.00       | \$5,400.00        | \$6,200.00              | \$163,800.00             | \$12,400.00         | \$192,665.00 |
| <b>OUTSIDE PROFESSIONALS</b>   |          |                    |                  |                   |                         |                          |                     |              |
| MATERIALS TESTING              |          |                    |                  |                   |                         | \$5,000.00               |                     | \$5,000.00   |
| Total Ops Plus 10% Markup      | 10%      |                    |                  |                   |                         | \$500.00                 |                     | \$500.00     |
| <b>TOTALS</b>                  |          | \$1,625.00         | \$3,240.00       | \$5,400.00        | \$6,200.00              | \$169,300.00             | \$12,400.00         | \$198,165.00 |



## City of Franklin

109 3rd Ave S.  
Franklin, TN 37064  
(615) 791-3217

---

**File #: 21-04036**

---

**DATE:** November 30, 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 December 2022.

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

**BACKGROUND/STAFF COMMENTS:**

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

1. Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
2. Hover your mouse over "Our City" or "Business",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

None



# City of Franklin Capital Projects Dashboard

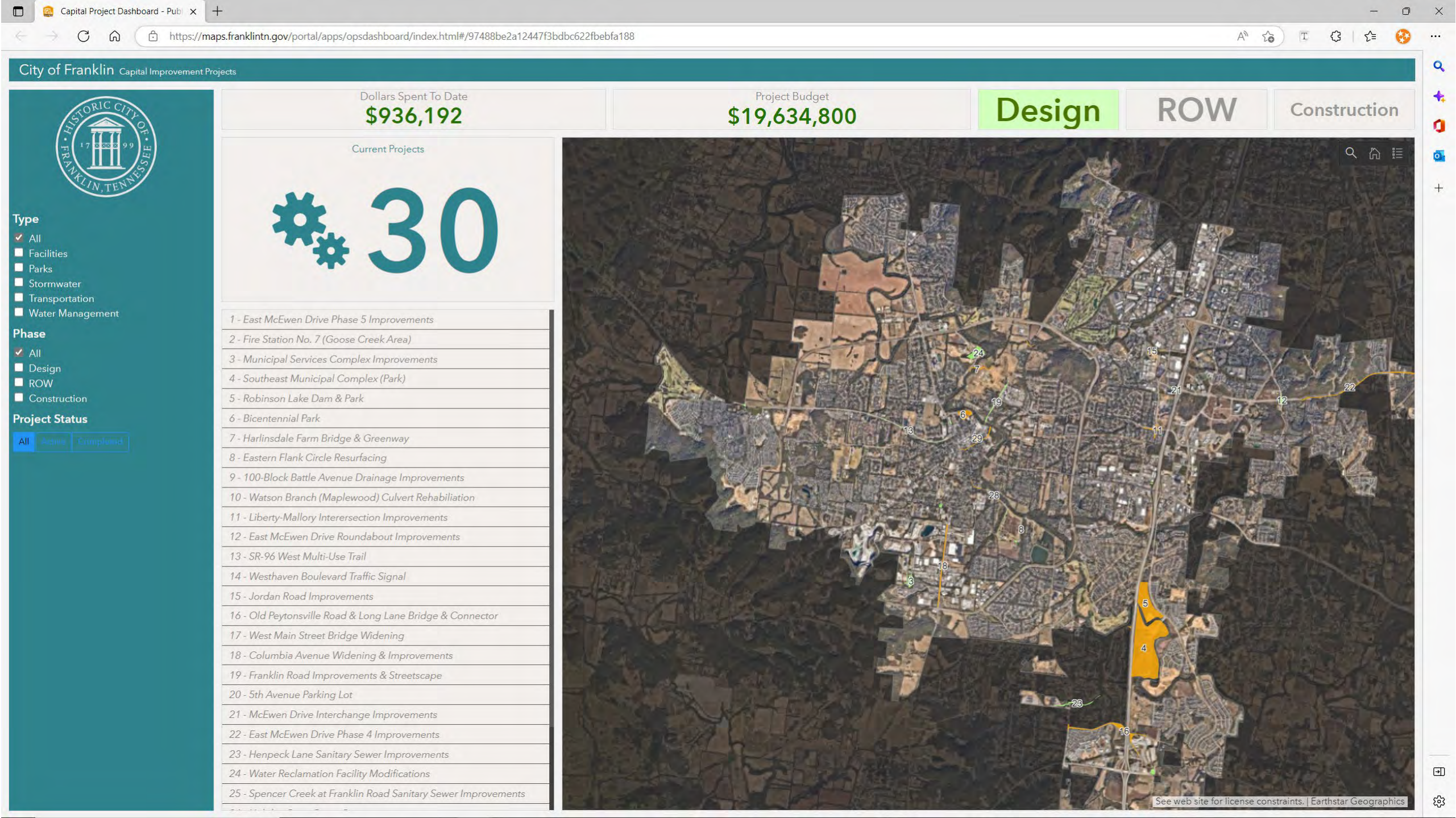


Image Captured from City of Franklin Website on 11/30/2022

Go to [www.franklinton.gov](http://www.franklinton.gov) >> Hover over “Our City” >> Click on “City Projects” >> Click on “Capital Projects Dashboard”

OR

Go to [www.franklinton.gov](http://www.franklinton.gov) >> Hover over “Business” >> Click on “City Projects” >> Click on “Capital Projects Dashboard”