



Meeting Agenda

Capital Investment Committee

Thursday, March 23, 2023

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes
February 23, 2023 Capital Investment Committee Meeting

NEW BUSINESS

2. Consideration Of Ordinance 2023-05, An Ordinance To Establish A No-Parking-Anytime Zone Within The Entire Extents Of The Southerly Cul-De-Sac Of Windcross Court

Sponsors: Paul Holzen, Adam Moser

3. Consideration Of DRAFT Amendment 3 To COF Contract No. 2019-0139, With Barge Design Solutions, Inc. For The Design Of The Southeast Multipurpose Complex (Park) At A Lump Sum Cost Increase Of \$114,500

Sponsors: Paul Holzen, Lisa Clayton, Jonathan Marston, Shahad Abdulrahman

4. Consideration Of DRAFT Change Order 1 (Final) To COF Contract No. 2020-0261, A Construction Contract With Bell & Associates Construction, LLC For Carothers Parkway Widening And Southeast Municipal Complex Entrance At A Cost Increase Of \$27,714.72.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

5. Consideration Of Change Order 1 (Final) To COF Contract 2021-0078, With Sain Construction Company For The Freedom Ball Fields For Cost Decrease Of \$201,333 And A Time Extension Of 30 Calendar Days

Sponsors: Paul Holzen, Lisa Clayton, Jonathan Marston, Shahad Abdulrahman

6. Consideration Of DRAFT Resolution 2023-21, A Resolution Awarding The Construction Contract (COF Contract No. 2022-0310) To Insituform Technologies, Inc. In The Amount Of \$592,000 For The Sewer Main Line Rehabilitation Term Contract

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

7. Consideration Of DRAFT Change Order 1 To COF Contract No. 2022-0182, With Haren Construction For The Water Treatment Plant Valve Access Improvements Project

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

8. Consideration Of COF Contract No. 2023-0051, With CDM Smith For On-Call Professional Services To Include Optimization As Part Of The Biological Process Upgrades With The New Water Reclamation Facility

Sponsors: Michelle Hatcher

9. Capital Projects Dashboard And Status Updates For March 2023

Sponsors: Paul Holzen

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.



DRAFT Meeting Minutes

Capital Investment Committee

Thursday, February 23, 2023

3:30 PM

Board Room

CALL TO ORDER

Chair Beverly Burger called the meeting to order at 03:30 PM

Board Members Present: Matt Brown, Beverly Burger, Brandy Blanton

Board Members Absent: Gabrielle Hanson

APPROVAL OF MINUTES

1. **Consideration Of Approval Of Minutes**
December 8, 2022 Capital Investment Committee Meeting

Sponsors:

A motion was made by Vice-Chair Brown, seconded by Alderman Blanton to approve the minutes from the December 8, 2022 Capital Investment Committee Meeting. The motion passed unanimously.

NEW BUSINESS

2. **Election Of Chairman And Vice-Chairman, Effective 2023**

Sponsors: None

A motion was made by Alderman Blanton, seconded by Chairman Burger to Nominate Alderman Matt Brown As The Chair. The motion Passed 3-0.

A motion was made by Alderman Brown, seconded by Chairman Burger to Nominate Alderman Blanton As The Vice-Chair. The motion Passed 3-0.

Then, Alderman Burger passed the gavel to Alderman Brown to continue the meeting as the newly elected Chair.

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

Sponsors: Michelle Hatcher, Scott Andrews

The applicants are requesting a connection to the City sewer. They are proposing the installation of a grinder pump to connect to the new Carothers Subdivision. However, the subdivision requested for connection is not yet constructed, and the timeline for construction is not available at this point. This item was heard and deferred at the December 8, 2022 Capital Investment Committee Meeting to allow the applicants time to provide documentation of a timeline from the developer. It is back before the Committee today for consideration with the requested letter for the Committee to review. The applicants are requesting approval via grinder pump; the Water Department is still requesting approval via gravity main extension.

Nicole and Paul Russell, the applicants, were present to answer any questions from the Committee. They

stated that while the developer does not have a timeline yet, it is only contingent on permit approvals from the City. Once approved, the sewer is the first utility that will be completed.

A motion was made by Alderman Burger, seconded by Vice-Chair Blanton to Recommend Approval to the Board of Mayor and Aldermen of the Availability as Recommended.

Vice-Chair Blanton asks about the applicants' timeline for sewer connection.

Answer: They are waiting on this decision in order to move forward. They would prefer connection via grinder pump rather than gravity main extension because it is much more cost effective. Another key factor is that the grinder pump would ideally be installed when the road is already torn-up for the new Carothers Subdivision sewer installation.

Alderman Burger asks how long they would utilize the grinder pump for sewer connection?

Answer: Permanently. This is the long-term solution to transition their house from a septic system to City Sewer.

Alderman Beverly Burger withdrew her original motion. A motion was made by Alderman Burger, seconded by Vice-Chair Blanton to Recommend Approval of the Grinder Pump and Access to Sewer Availability to the Board of Mayor and Alderman. If sewer connection via gravity main becomes available at a later date and is a reasonable cost to the homeowner, then applicants must connect via gravity main for optimal system efficiency. The motion passed 3-0.

Then, the applicants requested a second grinder pump installation in the event that they build a second home on their property in the future. They want to avoid tearing up the roadway again if possible. Without final plans or an agenda item, Staff could not approve another pump. However, Johnathan Marston, Engineering Staff, recommended working with the developer to run a sleeve under the road, which is a minimal cost. This would allow for a second sewer hookup with minimal construction.

4. Consideration Of DRAFT Change Order 1 To COF Contract No. 2021-0181, With Spectra Tech, LLC, For The Wastewater Structure Rehabilitation Project For A Cost Increase Of \$150,000

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

The wastewater structure rehabilitation project with Spectra Tech, LLC was approved in June 2022 with the option of extending the contract up to four (4) times for up to one (1) additional year each time. It is the recommendation of the Water Management Department (WMD) that funds from the current budget that have not been spent in FY23 be transferred to the wastewater structure rehabilitation contract in order to line additional manholes.

A motion was made by Vice-Chair Blanton, seconded by Alderman Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

5. Consideration Of DRAFT Change Order 3 To COF Contract No. 2018-0282, A Construction Contract With Civil Constructors, LLC For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) For A Time Extension of Forty One (41) Days And A Cost Increase Of \$21,504.26

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

The City of Franklin Board of Mayor and Alderman (BOMA) awarded, via Resolution 2020-158, the construction contract (COF Contract No. 2018-0282) for the SR-96 West Multi-Use Trail - Phases 1 & 2 Project in the bid amount of \$4,551,584.00. Two (2) additional work items are on the construction contract with Change Order 3:

1. Item SP109B, TDOT Bituminous Index Adjustment to offset the increased cost of asphaltic cement, \$19,935.66, and;
2. Item 730-26.11, Pedestrian Push Buttons. The pedestrian push buttons detailed in the plans were installed but would not communicate with the city's older traffic system. Pedestrian push buttons were ordered that would work with the older system, and due to supply chain issues, their arrival and installation was delayed. Forty-one (41) days were requested for contract time. Cost \$1,568.60.

Change Order No. 3 is an increased cost of \$21,504.26.

A motion was made by Alderman Burger, seconded by Vice-Chair Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

6. Consideration Of DRAFT Amendment 3 To COF Contract No. 2019-0376, A Professional Services Agreement With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$124,300

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

On March 10, 2020, the City of Franklin Board of Mayor and Alderman approved a Professional Services Agreement (COF Contract No. 2019-0376) with Barge Design Solutions, Inc. to provide design services for the Bicentennial Park Project. Amendment 3 will allow the Barge team to provide additional services during the construction of the project.

A motion was made by Alderman Burger, seconded by Vice-Chair Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

7. Consideration Of COF Contract No. 2022-0221, With The Corradino Group For The SR-96 Traffic Signal Improvements Project (TDOT PIN 127913.00) In The Amount Of \$92,165

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

This Professional Services Agreement (PSA) is with Corradino Group, Inc. (Corradino) for the SR-96 (Murfreesboro Road) Traffic Signal Improvements Project. This project includes changing out vehicle detection, traffic signal heads, traffic signal cabinets, and associated work along 13 intersections on SR-96E (Murfreesboro Road), from Eddy Lane to Arno Road.

A motion was made by Vice-Chair Blanton, seconded by Alderman Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

8. Consideration Of COF Contract No. 2022-0286, With Turnberry Homes, LLC (Tavisstock Subdivision) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$16,700

Sponsors: Paul Holzen, Jimmy Wiseman

Turnberry Homes, LLC is proposing 5 new single family lots on Clovercroft Road. As part of the site plan and final plat, the Developer is required to dedicate right-of-way for the future widening of Clovercroft Road. This agreement is to reimburse the Developer the amount of collector fees they will pay prior to building permit.

A motion was made by Vice-Chair Blanton, seconded by Alderman Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

9. **Consideration Of COF Contract No. 2022-0119, With Barge Design Solutions For Traffic Engineering On-Call Consultant Services**

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

This Contract selects Barge Design Solutions for Traffic Engineering On-Call Consultant Services. They are responsible for a number of traffic engineering related tasks including third party review of development initiated traffic impact studies, traffic signal timing projects, traffic signal design projects, and other projects related to traffic engineering. The cost to cover this task work order is provided under the Traffic Operations Center Engineering Services line item budget number in the annual budget.

A motion was made by Vice-Chair Blanton, seconded by Alderman Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

Vice-Chair Blanton asks if this a renewal contract with the same vendors as last year since the contract number says "2022?"

Answer: No. The "2022" indicates that work started on the contract conception in 2022.

10. **Consideration Of COF Contract No. 2022-0298, With Corradino Group For Traffic Engineering On-Call Consultant Services**

Sponsors: Paul Holzen, Adam Moser

This item was heard concurrently to Item 9.

A motion was made by Alderman Burger, seconded by Vice-Chair Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

11. **Consideration Of COF Contract No. 2022-0299, With Kimley Horn Associates For Traffic Engineering On-Call Consultant Services**

Sponsors: Paul Holzen, Adam Moser

This item was heard concurrently to Item 9.

A motion was made by Vice-Chair Blanton, seconded by Alderman Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

12. **Consideration Of COF Contract No. 2022-0300, With Neel Schaffer, Inc For Traffic Engineering On-Call Consultant Services**

Sponsors: Paul Holzen, Adam Moser

This item was heard concurrently to Item 9.

A motion was made by Alderman Burger, seconded by Vice-Chair Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion Passed 3-0.

13. **Consideration Of Resolution 2022-82, A Resolution For On-Call Traffic Engineering Professional Services Agreements (COF Contract No. 2022-0119, 2022-0298, 2022-0299 & 2022-0300) Authorizing The City Administrator To Execute Work Orders For The Above Contracts**

Sponsors: Paul Holzen, Adam Moser

This item was heard concurrently to Item 9.

A motion was made by Alderman Burger, seconded by Vice-Chair Blanton to Recommend Approval of Resolution to the Board of Mayor and Aldermen. The motion Passed 3-0.

14. **Capital Projects Dashboard And Status Updates For January & February 2023**

Sponsors: Paul Holzen

Capital Project Updates

- Franklin Road - Working on brick sidewalk laying, streetlight patterns, and light shield installation.
- Robinson Lake, Dam & Park - Rejecting bids at an upcoming BOMA meeting. The plan is to rebid in conjunction with Southeast Park.
- Bicentennial Park - Bid is coming up next and will give Staff an idea of Southeast Park's cost estimates.

Vice-Chair Blanton asks about the Mallory Lane and Royal Oaks Boulevard roundabout.

Answer: The project is actively in the works. Staff is still working on utility efficiency at that location before moving forward.

Mayor Moore wonders about the right-of-way on McEwen Drive and Columbia Avenue.

Answer: The City has acquired all the right-of-way for McEwen and is certified by TDOT. Staff has also submitted the construction plans to TDOT for review. The goal is still to start construction in early 2024. For Columbia Avenue, the City has submitted all the plans and is awaiting approval for environmental review. The consultants are already contracted for this project and will be ready to start when the time comes.

Alderman Burger requests a Jordan Road update.

Answer: The anticipated start date is in the next 8 months.

Vice-Chair Blanton asks for an update on Margaret's Bridge.

Answer: Staff is bundling 5 separate bridges in the project to make it more attractive and economical to potential bidders. It should go out to bid in the next couple weeks.

OTHER BUSINESS

ADJOURN

A motion was made by Vice-Chair Blanton, seconded by Alderman Burger to Adjourn the Meeting. The motion Passed 3-0.

Matt Brown, Chair

Minutes Prepared by Sarah Schilling, Assistant Deputy City Recorder, City Administrator's Office - 3/13/2023, 4:14 PM



File #: 21-04237

DATE: February 27, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2023-05, An Ordinance To Establish A No-Parking-Anytime Zone Within The Entire Extents Of The Southerly Cul-De-Sac Of Windcross Court

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a no parking zone to be established for Windcross Court cul-de-sac. This is to preserve the turnaround portion of the cul-de-sac and for preserving the emergency access to the apartment complex and daycare.

BACKGROUND/STAFF COMMENTS:

The property management of the apartments asked for the no parking zone to be established due to vehicles parking and blocking access and turnaround capabilities around the perimeter of the cul-de-sac.

FINANCIAL IMPACT:

Funding for signs and posts is covered in the annual budget for the Streets Department.

RECOMMENDATION:

Staff recommends that Ordinance 2023-05 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE NO. 2023-05

AN ORDINANCE TO ESTABLISH A NO-PARKING-ANYTIME ZONE WITHIN THE ENTIRE EXTENTS OF THE SOUTHERLY CUL-DE-SAC OF WINDCROSS COURT

WHEREAS, the Businesses and Property Owners adjacent to the Windcross Court cul-de-sac desire to improve the safety and security of travel on Windcross Court, and

WHEREAS, the alignments of driveway connections to the cul-de-sac make it difficult for passenger vehicles and emergency vehicles to enter and exit when vehicles are parked in the cul-de-sac, and

WHEREAS, a majority of the property owners on Windcross Court cul-de-sac have successfully petitioned a request for a NO PARKING ANYTIME zone within the cul-de-sac.

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

SECTION I: That a NO PARKING ANYTIME zone be created for the entire extent of the southerly cul-de-sac on Windcross Court.

SECTION II: Said NO PARKING ANYTIME zone is created in order to prohibit vehicles from parking in such a manner as to create traffic hazard or obstruct vehicle flow, and is more specifically described as follows:

1. From the northerly and easterly start of the cul-de-sac to the eastern tangent section of Windcross Court continuing clockwise around the cul-de-sac to the northerly and westerly terminus of the cul-de-sac that connects to the western tangent section of Windcross Court.

SECTION III: That the Streets Department Director or his designee shall obtain and install all necessary signs to carry out the intention of this Ordinance.

SECTION IV: That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric S. Stuckey
City Administrator

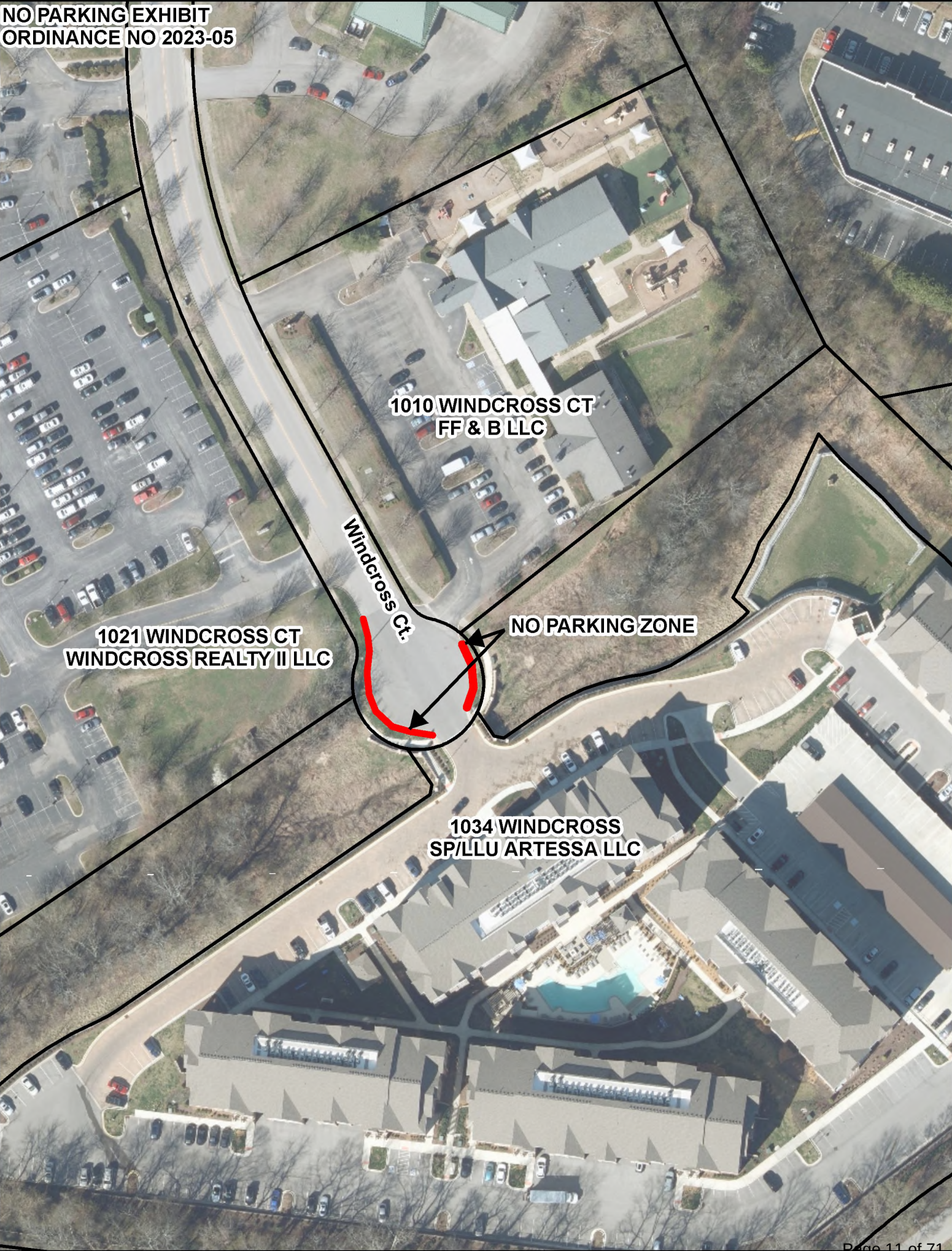
By: _____
Dr. Ken Moore
Mayor

Approved as to Legal Form:

William E. Squires, Assistant City Attorney

Passed First Reading: _____

Passed Second Reading: _____





File #: 21-04366

DATE: February 28, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 3 To COF Contract No. 2019-0139, With Barge Design Solutions, Inc. For The Design Of The Southeast Multipurpose Complex (Park) At A Lump Sum Cost Increase Of \$114,500

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 3 to the Professional Services Agreement (PSA) with Barge Design Solutions, Inc. (Barge) for additional engineering services in the design of Southeast Multipurpose Complex (Park) .

BACKGROUND/STAFF COMMENTS:

On May 14, 2019, the BOMA approved a PSA (COF Contract No. 2019-0139) with Barge for the design of the Southeast Multipurpose Complex (Park). More specifically, this PSA allows for the design of the park-related elements of the complex. On October 8, 2019, the BOMA approved Amendment No. 1 to this PSA. That amendment allowed for the design of an inclusive playground for the design of the water main feeding the complex.

As design progressed, there was a need for some design modifications and additions. These modifications and additions included:

- the relocation of a large portion of the main access road to better accommodate sanitary sewer infrastructure on the site,
- the addition of curb & gutter drainage along the main access road,
- the addition of a multipurpose storage building,
- a size increase to the planned park facilities maintenance building, and
- the addition of fire sprinklers to the concession, restrooms, and maintenance buildings.

Amendment 2 allowed for the above elements to be included in the design.

During the permitting phase, additional revisions from the U.S. Army Corps of Engineers (USACE)

were required. Additionally, the City requested that the consultant include the design of an audio system for the park. Amendment No. 3 will allow for these additions.

FINANCIAL IMPACT:

Amendment No. 3, as proposed, is for a lump sum cost of \$114,500. With approval of this amendment, the total ceiling for this PSA (COF Contract No. 2019-0139) will become \$1,445,200. Preliminary expenses for this project have been programmed to be paid from the Capital Project Fund (310-89310-44700). Ultimately, revenue from multiple funding sources will be used for project expenses.

RECOMMENDATION:

Staff recommends that Amendment 3 to COF Contract 2019-0139 with Barge Design Solutions, Inc. at a lump sum cost of \$114,500 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
Southeast Multipurpose Complex
COF Contract No. 2019-0139**

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

WITNESSETH:

WHEREAS, on May 14, 2019 City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **Southeast Multipurpose Complex**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of Nine Hundred Ninety-Eight Thousand and No/100 Dollars (\$998,000.00) for survey, engineering, and related technical services, as detailed in the Scope of Services; and

WHEREAS, on October 8, 2019, the Board of Mayor and Aldermen ("BOMA") approved Amendment No. 1 to the Agreement with the Consultant for the additional design of an inclusive playground and a water main along the main access road at a lump sum cost increase of Two Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$212,500.00); and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal dated March 25, 2020 for an increase in engineering services in the lump sum amount of **One Hundred Twenty Thousand Two Hundred and No/100 Dollars (\$120,200.00)** and it was approved by BOMA; and

WHEREAS, the Consultant has provided a Proposal (attachment A) dated December 14, 2022 for an increase in engineering services in the lump sum amount of **One Hundred Fourteen Thousand Five Hundred and No/100 Dollars (\$114,500.)**

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in Attachment A, dated December 14 2022, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A in the lump sum amount of **One Hundred Fourteen Thousand Five Hundred and No/100 Dollars (\$114,500.)**

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

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

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

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

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

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

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

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

All other provisions of the Agreement, dated May 14, 2019, and Amendments No. 1, and Amendment No. 2 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE:

Barge Design Solutions, Inc.:

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

December 14, 2022
Barge File No. 35968-10

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

**RE: REVISED ADDENDUM 3
PROJECT CHANGES
SOUTHEAST MUNICIPAL COMPLEX**

Dear Ms. Abdulrahman:

Barge Design Solutions, Inc. (Barge) encloses the details of our proposal for Addendum 3 to the Southeast Municipal Complex contract. This amendment is for additional design services to the original park design which include Natural Resources analysis; cultural survey; redesign of key design components; landscaping, grading and drainage changes; and Phase 1 sound design for the fields. The details of our proposed scope of work are outlined in the enclosed Attachment A.

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have any other questions regarding the proposal, please advise me immediately by calling (615) 252-4329. In addition, the original scope and fee has been revised per comments that we have received from the City of Franklin.

Please have the party responsible for our fee sign and return to us the enclosed Additional Services Agreement as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,

Barge Design Solutions, Inc.



Adrian Ward
Manager

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Enclosures

cc: Mr. Paul Holzen, City of Franklin
Ms. Lisa Clayton, City of Franklin
Barge Project Team

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) has incurred additional design phase services for the Southeast Municipal Complex (COF Contract No. 2019-0139) as detailed below.

Phase I Changes

This amendment is for additional design services to the original park design which include Natural Resources analysis; cultural survey; redesign of key design components; landscaping, grading and drainage changes; and Phase 1 sound design for the fields.

II. Scope of Services

Additional Scope of Services related to the above-noted items.

A. Natural Resources Evaluation and Cultural Survey

- 1. Assist the City of Franklin with a natural resources evaluation and permitting with the United States Army Corps of Engineers (USACE) of the site related to the disturbed wetlands. This includes mapping the natural resources on the site, supporting a day long site visit with the USACE and TDEC and a cultural resources survey in coordination with USACE for the areas disturbed.

B. Civil and Landscape Changes due to USACE Comments and accommodation of the revised Water Reclamation Facility (WRF) layout. Changes included:

- 1. Relocation of the dumpster area from the main entrance road to within the maintenance area and addition of garbage can pad.
- 2. Changes to hardscape plan layout, re-coordination of plantings, iterations of fencing delineation, locations and access due to changes required by the WRF and USACE.
- 3. Outfall changes
- 4. Grading changes at wetlands connection to bridge and rerouting greenway walkway

C. Phase I Audio Sound Design

Barge will engage Durrell Partners, LLC (Durrell) to provide its expertise and assistance to Barge in acquiring information and help for the design products and materials needed for the audio support of five (5) event fields at the Southeast Municipal Complex for the City of Franklin, Tennessee. Durrell's services include the following:

1. Assist Barge in the evaluation of physical spaces and the audio components needed to accurately provide installed audio reproduction support.
2. Provide detailed requirements and specifications for audio performance as a baseline for bidders to be followed during construction. These requirements are to include, but not be limited to:
 - a. Sound Pressure Level (SPL) and frequency responses
 - b. Speaker component efficiency
 - c. Infrastructure and other audio equipment performance requirements
 - d. Construction materials and mounting specifications.
3. Coordinate with speaker manufacturer(s) to evaluate product offerings and possibilities.
4. Review manufacturer's(s') cabinet structures and environmental protection coverings.
5. Review and recommend speaker wiring and connections required.
6. Provide an "anticipated budget" for Barge's and the City of Franklin's review to anticipate Bid Cost relative to funds available.
7. Assist Barge in bid writing and bid evaluation process.
8. Aid successful contractor in tuning, integrating, and commissioning of system as-built.
 - a. Durrell will provide no less than three (3) site visits during construction.
 - (1) At the time of project kickoff
 - (2) After the first speakers are mounted and aimed to assess any issues with future mount angles
 - (3) Midway through construction project

III. Project Understanding, Assumptions, and Exclusions

- A. Future annual maintenance and tuning service of the sound system will be negotiated separately with the City of Franklin and Durrell and is not included in the design.

IV. Time of Performance

- A. Phase 1 sound design milestone schedule will be coordinated and negotiated with the City of Franklin and included in the permitting and bidding documents.

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information needs to be provided by Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.

- B. Provide review comments in a timely manner.
- C. Provide a single point of contact for project coordination purposes.

VI. Deliverables

Phase I Audio Sound Design

- A. Durrell shall provide bid documents that will allow any qualified manufacturer or integrator to submit bids that meet the speaker specifications of cabinet design and performance for suitable audio reproduction at each sporting field.

VII. Compensation

The compensation to be paid to Barge for providing the additional requested services is provided in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Natural Resources Evaluation and Cultural Survey	Lump Sum	\$ 32,000
B. Civil and Landscape revisions due to WRF and USACE changes	Lump Sum	\$ 48,500
C. Phase I Audio Sound Design	Lump Sum	\$ 34,000
Total Addendum 3	Lump Sum	\$114,500

The fees provided above are valid up to three (3) months from the date of this proposal.



File #: 21-03751

DATE: March 16, 2023
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT Change Order 1 (Final) To COF Contract No. 2020-0261, A Construction Contract With Bell & Associates Construction, LLC For Carothers Parkway Widening And Southeast Municipal Complex Entrance At A Cost Increase Of \$27,714.72.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Changer Order No. 1 (Final) to the construction contract (COF Contract No. 2020-0261) with Bell & Associates Construction, LLC (Bell) for the Carothers Parkway Widening and Southease Municipal Complex Entrance.

BACKGROUND/STAFF COMMENTS:

On December 30, 2020, the City of Franklin Board of Mayor and Alderman (BOMA) awarded, via Resolution 2020-238, the construction contract (COF Contract No. 2020-0261) for the Carothers Parkway Widening and Southease Municipal Complex Entrance to Bell Construction in the bid amount of \$9,340,086.18 and 456 contract days. On March 1, 2021 a Notice to Proceed was issued to begin construction and a Substantial Completion was issued on May 31, 2022 with a total 456 days used.

During work on the project, the contractor encountered several unexpected conditions that required field changes in order to successfully complete the project. These conditions and/or field changes included: water line casing pipe cost increase, guardrail revision, bridge drainage expansion joints, bridge light pole transition bases, flexible delineators, pavement markings revision, additional gate items requested by COF Fire Department, asphalt diamond grinding, and environmental remediation. The existing contract contingency, in the amount of \$150,000, which was included in the original bid was able to cover most of these revisions. However, these conditions still required an additional \$27,714.72 in cost overruns. The purpose of Change Order No. 1, which is also the final, closeout change order, increases the contract total by \$27,714.72 to cover these overruns.

FINANCIAL IMPACT:

The original contract amount was \$9,340,086.18. On February 14, 2022, the City of Franklin received a reimbursement from Atmos Gas to pay for work performed by Bell Construction in the amount of \$136,720.00. Change Order No. 1 will increase the final cost \$27,714.72, and the contract ceiling will become \$9,367,800.89.

RECOMMENDATION:

Staff recommends that Change Order 1 (Final) to COF Contract No. 2020-0261 with Bell & Associates Construction, LLC for the Carothers Parkway Widening And Southeast Municipal Complex Entrance at a cost increase of \$27,714.72 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1 and FINAL

Owner: City of Franklin, TN

Engineer: _____

Contractor: Bell Construction Company

Project Name: Carothers Parkway Widening and SE Municipal Complex Entrance

Owner's Contract No.: COF 2020-0261

Date Issued: January 21, 2021

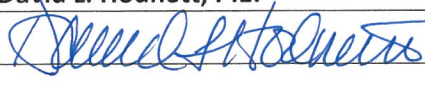
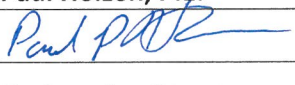
Effective Date of Change Order: March 8, 2023

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

Description: **Change Order No. 1 and Final to adjust final item quantities and add additional items to the contract as construction activities warranted. Most of the additional item cost was paid from the \$150,000.00 Miscellaneous Allowance Item included in the contract.**

Attachments: **Attachment A Spreadsheet**

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ <u>9,340,086.18</u>		Substantial Completion:	<u>May 31, 2022 456 Days</u>
		Ready for final payment:	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ <u>0</u>		Substantial Completion:	<u>May 31, 2022</u>
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>9,340,086.18</u>		Substantial Completion:	<u>May 31, 2022</u>
		Ready for final payment:	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>27,714.72</u>		Substantial Completion:	<u>May 31, 2022</u>
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>9,367,800.89</u>		Substantial Completion:	<u>May 31, 2022 456 Days</u>
		Ready for final payment:	

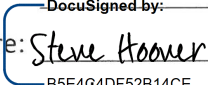
Recommended by Engineer		Recommended by Department Director	
By: <u>David L. Hodnett, P.E.</u>	By: <u>Paul Holzen, P.E.</u>		
Signature: 	Signature: 		
Title: <u>CIP Project Manager</u>	Title: <u>Engineering Director</u>		
Date: <u>January 25, 2023</u>	Date: <u>January 25, 2023</u>		

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 1 of 2

Contractor Approval		Authorized by Owner	
By:	Steve Hoover	By:	
Signature:	 Steve Hoover	Signature:	
Title:	Member	Title:	
Date:	3/17/2023	Date:	



File #: 21-04368

DATE: February 28, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Change Order 1 (Final) To COF Contract 2021-0078, With Sain Construction Company For The Freedom Ball Fields For Cost Decrease Of \$201,333 And A Time Extension Of 30 Calendar Days

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order 1 to the construction contract (COF Contract No. 2021-0078) with Sain Construction Company (Sain) for the Freedom Ball Fields project.

BACKGROUND/STAFF COMMENTS:

This closeout change order is for a *decrease* of \$201,333.00 to the total contract price. This cost decrease consists of savings from unused quantities for: (a) Undercutting in the amount of \$179,200.00 and (b) Signing Allowance, Permit Fee Allowance & City Construction Contingency in the amount of \$22,133.00. (\$179,200 + \$22,133 = \$201,333). Also, the contractor is being allowed an additional 30 days for substantial completion due to changes in the design during construction and for weather days that were above and beyond what are considered to be normal.

With the approval of Change Order 1, the final total for this contract will become \$6,059,867, and the approved completion deadlines will become October 7, 2022 and December 7, 2022, for "Substantial Completion" and "Ready for Final Payment", respectively.

FINANCIAL IMPACT:

Change Order 1 is for a cost *decrease* of \$201,333.00, which makes the final cost of the construction contract (COF Contract No. 2021-0078) with Sain an amount of \$6,059,867. As a reminder, this costs for this projects are split evenly between the City of Franklin and Franklin Special School District.

RECOMMENDATION:

Staff recommends that Change Order 1 to COF Contract No. 2021-0078 with Sain Construction Company for a cost decrease in the amount of \$201,333 and a time increase of 30 days be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1

Owner:	<u>City of Franklin, TN</u>
Engineer:	<u>Shahad Abdulrahman</u>
Contractor:	<u>Sain Construction Company</u>
Project Name:	<u>Freedom Ball Fields</u>
Owner's Contract No.:	<u>2021-0078</u>
Date Issued:	<u></u>
Effective Date of Change Order:	<u></u>

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

Description: **This change order is for a DECREASE of \$201,333.00 to the total contract price. This DEDUCT consists of savings from unused quantities for: (a) Undercutting in the amount of \$179,200.00 and (b) Signing Allowance, Permit Fee Allowance & City Construction Contingency in the amount of \$22,133.00. (\$179,200 + \$22,133 = \$201,333). Also, the contractor is being allowed an additional 30 days for substantial completion due to changes in the design during construction and for weather days that were above and beyond what are considered to be normal.**

Attachments: **N/A**

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ <u>6,261,200.00</u>		Substantial Completion:	<u>September 7, 2022</u>
		Ready for final payment:	<u>November 7, 2022</u>
NO CHANGE from previously approved Change Orders: (No Prior Change Orders)		NO CHANGE from previously approved Change Orders: (No Prior Change Orders)	
\$ <u>0</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>6,261,200.00</u>		Substantial Completion:	<u>September 7, 2022</u>
		Ready for final payment:	<u>November 7, 2022</u>
DECREASE this Change Order:		INCREASE this Change Order:	
\$ <u>-(201,333.00)</u>		Substantial Completion:	<u>30 Calendar Days</u>
		Ready for final payment:	<u>30 Calendar Days</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>6,059,867.00</u>		Substantial Completion:	<u>October 7, 2022</u>
		Ready for final payment:	<u>December 7, 2022</u>

Recommended by Engineer		Recommended by Department Director	
By:	<u>Shahad Abdulrahman</u>	By:	<u>Paul Holzen</u>
Signature:	<u></u>	Signature:	<u></u>
Title:	<u>Project Manager</u>	Title:	<u>Engineering Director</u>
Date:	<u>January 27, 2023</u>	Date:	<u>January 27, 2023</u>

Contractor Approval

By: Joe Baskerville
Signature: Joe Baskerville
Title: Project Manager
Date: 02-28-23

Authorized by Owner

By: Dr. Ken Moore
Signature: _____
Title: Mayor
Date: _____



File #: 21-04444

DATE: March 10, 2023
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 Resolution 2023-21, A Resolution Awarding The Construction Contract (COF Contract No. 2022-0310) To Insituform Technologies, Inc. In The Amount Of \$592,000 For The Sewer Main Line Rehabilitation Term Contract

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Resolution 2023-21 awarding the construction contract (COF Contract No. 2022-0310) to Insituform Technologies, Inc., for the Sewer Main Line Rehabilitation Term Contract.

BACKGROUND/STAFF COMMENTS:

The City published on February 2, 2023 a Notice to Bidders in the *Williamson Herald* for the Sewer Main Line Rehabilitation Term Contract. In addition, bid documents were sent to four (4) potential bidders known or thought to be interested in this solicitation. Four (4) bids were publicly opened and read aloud at the bid opening held on March 7, 2023. A tabulation of the bids received for this solicitation (City Procurement Solicitation No. 2023-14) is attached. The purpose of this project is to line sewer mains that are candidates to provide pipe stability and longevity without having to physically dig and replace each sewer line. Lining is more cost-effective and a robust way to rehabilitation the system without the physical disruptions to a community.

FINANCIAL IMPACT:

The amount allocated to this work is \$400,000 out of the wastewater collections approved budget (431-89320-52212). The term of this contract is 4-years and monies will be awarded accordingly as the WMD budget allows.

RECOMMENDATION:

Staff recommends that Resolution 2023-21 to award the construction contract (COF Contract No. 2022-0310) to Insituform Technologies, Inc., for the Sewer Main Line Rehabilitation Term Contract be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-21

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2022-0310) TO INSITUFORM TECHNOLOGIES, LLC IN THE AMOUNT OF \$592,000.00 FOR THE SEWER MAIN LINE REHABILITATION TERM CONTRACT

WHEREAS, the Sewer Main Line Rehabilitation Term Contract is a project identified by the City of Franklin in need of construction to rehabilitate existing sanitary sewer main lines that are candidates for lining; and

WHEREAS, the Sewer Main Line Rehabilitation Term Contract may be renewed a maximum of four (4) times for a one-year period at the prices stated in Contractor's Bid; and

WHEREAS, the construction of the Sewer Main Line Rehabilitation Term Contract generally includes the furnishing of all materials, equipment and labor for the following: the rehabilitation of approximately 20,000 linear feet (LF) of 6", 8", 10" and 12" diameter sewer using cured-in-place lining, sewer cleaning, pre and post rehabilitation television inspection, by-pass pumping and all associated appurtenances; and

WHEREAS, on March 7, 2023, sealed bids were received in the Purchasing Department, City Hall, 109 3rd Avenue South, Suite 107, Franklin, Tennessee 37064 and were publicly opened and read aloud for the Sewer Main Line Rehabilitation Term Contract (COF Contract No 2022-0310 and City Procurement Solicitation No. 2023-014); and

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to Insituform Technologies, Inc. for the Sewer Main Line Rehabilitation Term Contract (COF Contract No. 2022-0310) in the amount of Five Hundred Ninety-Two Thousand and 00/100 Dollars (\$592,000.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the Director of Water Management is hereby authorized to have authority to review and approve the spending of all project funds included in the bid and award of the construction contract for the Sewer Main Line Rehabilitation Term Contract (COF Contract No. 2022-0310).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 202__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

**Eric S. Stuckey
City Administrator**

By:_____

**Dr. Ken Moore
Mayor**

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney

March 8, 2023

TO: Bidders and other interested parties

FROM: City of Franklin, Tennessee Purchasing Office (purchasing@franklintn.gov; 615-550-6692)

SUBJECT: Tabulation of *preliminary* results¹ from March 7, 2023 bid opening for sewer mainline rehabilitation services (City Procurement Solicitation No. 2023-014)

Bidder (City, State)	Total Amount Bid
Inliner Solutions, LLC (Orleans, IN)	\$782,125
Insituform Technologies (Chesterfield, MO)	\$592,000
SAK Construction, LLC (O'Fallon, MO)	(outside of submittal envelope not properly labeled)
Vortex Services, LLC (Greenville, SC)	\$606,250

¹ Please note that the preliminary results listed above are unofficial and tentative, pending the City's review and analysis of the corresponding bids. The City's forthcoming tabulation of bids serves as the official tabulation and notice of intent to award. The anticipated date of the City posting the notice of intent to award is listed on the [Business Opportunities webpage](https://www.franklintn.gov/) of the City's website (<https://www.franklintn.gov/>).



File #: 21-04445

DATE: March 10, 2023
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT Change Order 1 To COF Contract No. 2022-0182, With Haren Construction For The Water Treatment Plant Valve Access Improvements Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the change order no. 1 to COF Contract 2022-0182 for the Water Treatment Plant Valve Access improvements project.

BACKGROUND/STAFF COMMENTS:

The Water Treatment Plant Valve Access project was bid on December 8, 2022, and the contract approved by the Board of Mayor and Aldermen (BOMA) on January 24, 2022. The project was awarded to Haren Construction Company, Inc. out of Etowah, TN.

Work Change Directive #1 includes replacement of an air relief valve. After construction on the project started, the inspection of one of the air valves on one of the GAC tanks revealed that it was in need of replacement. This change order will allow the equipment to be procured and installed timely.

Work Change Directive #2 includes the venting of the clean-in-place tank. In the membrane building, the clean-in-place tank that is used to hold chemicals for cleaning the membranes. This tank vents inside the building, creating noxious fumes for operators during filling. This change order will allow MJ Frick, a contractor who routinely does work for the City, to begin this work and properly vent the tank to the outside of the building.

FINANCIAL IMPACT:

The cost of Change Order #1 is \$63,196 and will be withdrawn from the approved contingency line item (\$100,000) from the bid and will not increase the total contract amount.

RECOMMENDATION:

Staff recommends that the change order no. 1 to COF Contract 2022-0182 for the Water Treatment Plant Valve Access project be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1

Owner: **City of Franklin, TN** Date Issued: **3/10/2023**
 Engineer: **AECOM**
 Contractor: **Haren Construction**
 Project Name: **Water Treatment Plant Valve Access Improvements Project**
 Owners Contract No.: **COF Contract No. 2022-1082**
 Effective Date of Change Order: **N/A**

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

Attachment(s):

- **Request for Information from Haren Construction dated March 1, 2023**
- **COR#1B from Haren dated 2/8/23**
- **COR#2 from Haren dated 3/6/2023**

Description:

- **Work Change Directive #1 – Replacement of Air Release Valve for GAC-1**
- **Work Change Directive #2 – Chemical Tank Building Venting**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 997,000		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023
[[Increase]] [[Decrease]] from previously approved Change Orders		[[Increase]] [[Decrease]] from previously approved Change Orders:	
\$ 0		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 997,000		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023
[[Increase]] [[Decrease]] this Change Order:		[[Increase]] [[Decrease]] this Change Order:	
\$ 0		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 997,000		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By:		
Title:		
Date:		

C940 - WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Franklin
Engineer: AECOM Technical Services
Contractor: Haren Construction Company, Inc.
Project: Water Treatment Plant Valve Access Improvements
Contract Name: Water Treatment Plant Valve Access
Improvements

Owner's Contract No.: 2022-0182
Engineer's Project No.: 60652018
Contractor's Project No.:

Date Issued: 3/10/2023

Effective Date of Work Change
Directive: 3/10/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Air Release Valve on GAC-101-3 inspection and corrective action

Attachments:

- **Haren's Change of Request #1**

Purpose for the Work Change Directive:

Air Release Valve on GAC-101-3 has been leaking. WMD asked Haren to provide options of replacement parts on existing valve or purchase a new valve. WMD chose to have a new valve purchased.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☒ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Price and Contract Times (non-binding, preliminary):

Price:	\$1,298	[part of Contingency Allowance]
Contract Time:	0 days	

Basis of Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

EJCDC® C-940, Work Change Directive.

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	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	AECOM	City of Franklin
	Associate Vice President, Water, East	Director of Water Management
Date:	_____	_____

C940 - WORK CHANGE DIRECTIVE NO.: 2

Owner: City of Franklin
Engineer: AECOM Technical Services
Contractor: Haren Construction Company, Inc.
Project: Water Treatment Plant Valve Access Improvements
Contract Name: Water Treatment Plant Valve Access
Improvements

Owner's Contract No.: 2022-0182
Engineer's Project No.: 60652018
Contractor's Project No.:

Date Issued: 3/9/2023

Effective Date of Work Change
Directive: 3/9/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Venting of the Chemical Tank Building located at the Water Treatment Plant.

Attachments:

- **Haren's Change of Request #2**
- **MJ Frick proposal**

Purpose for the Work Change Directive:

The chemical tank building is currently vented inside so when the tank gets filled with acid the vapors are vented internally which creates a hazardous condition. This work change directive will provide venting to the exterior of the building.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☒ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Price and Contract Times (non-binding, preliminary):

Price: \$61,898 **[part of Contingency Allowance]**

Contract Time: 0 days

Basis of Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

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	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	AECOM	City of Franklin
	Associate Vice President, Water, East	Director of Water Management
Date:	_____	_____

C940 - WORK CHANGE DIRECTIVE NO.: 2

Owner: City of Franklin
Engineer: AECOM Technical Services
Contractor: Haren Construction Company, Inc.
Project: Water Treatment Plant Valve Access Improvements
Contract Name: Water Treatment Plant Valve Access
Improvements

Owner's Contract No.: 2022-0182
Engineer's Project No.: 60652018
Contractor's Project No.:

Date Issued: 3/9/2023

Effective Date of Work Change
Directive: 3/9/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Venting of the Chemical Tank Building located at the Water Treatment Plant.

Attachments:

- **Haren's Change of Request #2**
- **MJ Frick proposal**

Purpose for the Work Change Directive:

The chemical tank building is currently vented inside so when the tank gets filled with acid the vapors are vented internally which creates a hazardous condition. This work change directive will provide venting to the exterior of the building.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☒ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Price and Contract Times (non-binding, preliminary):

Price: \$61,898 **[part of Contingency Allowance]**

Contract Time: 0 days

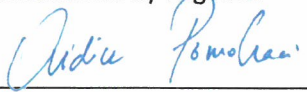
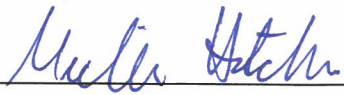
Basis of Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

EJCDC® C-940, Work Change Directive.

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	Recommended by Engineer	Authorized by Owner
By:	<u></u>	<u></u>
Title:	AECOM	City of Franklin
	Associate Vice President, Water, East	Director of Water Management
Date:	<u>3/9/2023</u>	<u>3/10/23</u>



HAREN CONSTRUCTION COMPANY, INC.
ETOWAH, TN OFFICE

TEL: 423-263-5561
FAX: 423-263-5573

REQUEST FOR INFORMATION

Date: 03/01/23
Number: 02
Title: GAC-101-3 Air Relief Valve
Drawings: D-102, D-104, D-108

Project: Franklin WTP Valve Access
Improvements Project

Haren Project Number: 223-306

To: Patricia McNeese, P.E.
COF Water Management Dept.
124 Lumbar Drive
Franklin, TN 37064
Tel: 615-550-6674

REQUEST:

After installing means of access to the combination air relief valve on the GAC-101-3 system that is leaking as required in the contract documents, completing an inspection of the valve, and reviewing with the manufacturer we provide the below options to correct the issue.

- A) Purchase a manufacturers soft seal replacement kit. Remove the valve, disassemble, replace all the soft seals, reassemble, reinstall, and place the valve back in service and visually check if valve is no longer leaking. Per the manufacturer, this is not a guaranteed fix as it is impossible to know without sending the valve back to the manufacturer to review. The cost of this option is \$835 and HCCI does not guarantee that it will correct the problem.
- B) Purchase a brand new valve from the manufacturer, remove the old one, and install the new valve. This valve is currently a stock item and should be shipped in 2-3 days after approval. The cost of this option is \$1248.

There is additional leaks in the schedule 80 drain piping that would be extra if the owner wishes to have HCCI replace them as well. Please let me know and I will include in final change order request pricing for the option chosen above.

Pricing above is based on an approval to proceed within 5 business days of the date of this RFI as costs associated with access the valve are not included.

ANSWER:

SIGNED: _____

DATE: _____.



INSPECTION REPORT

PROJECT: Franklin WTP Valve Access

GC: Haren Construction Company, Inc.

Contract City of Franklin

ENG. AECOM

INSPECTION NAME: GAC-101-3 Air Relief Valve

TEST DATE: 2/27/23

START TIME: _____

FINISH TIME: _____

RESULTS: Used Scaffolding erected to Access the relief valve

-confirmed make/model (GA Industries / Figure 945) see

attached Photo. Solid Cast Body Combination Air Relief

COMMENTS: Valve. No way to determine cause of leak without
shutting down the system until a repair or replacement

Statement of PASS / FAIL: is complete. Called Technical Support w/

List Names of
Persons Present: Manufacturer. They recommended purchasing a
soft seal replacement kit or replacing the valve.

CHECKED BY:

HCC Representative

Owner / Engineer Signature











COR #
Unit Cost
Price By
Date

1B
n/a
Brennan Nielsen
2/8/2023

Project
Location
Arch/Eng.
Desc.

Franklin WTP Valve Access Improvements
Franklin, TN
AECOMM
GAC Tank 101-03 Combination Air Valve

DESCRIPTION		LABOR					MATERIAL / EQUIPMENT			Totals	
ITEM		QTY / Unit	Rate	QTY / Unit	OT	Total	QTY / Unit	Unit Cost	Total		
1	HCCI Provide and Install New Combo Air Valve	2	\$ 35.00			\$ 70.00	1	\$ 900.00	\$ 900.00		
2						\$ -			\$ -		
3						\$ -			\$ -		
4						\$ -			\$ -		
5						\$ -			\$ -		
6						\$ -			\$ -		
7						\$ -			\$ -		
Break-Out Totals →		Subtotal				\$ 70.00	Subtotal		\$ 900.00		
		Payroll				\$ 38.50	Sales Tax		\$ 87.75		
		Total				\$ 108.50	Total		\$ 987.75		
SUB / EQUIPMENT		SUBCONTRACT & EQUIPMENT					QTY / Unit	Unit Cost	Total		
									\$ -	Material Subtotal	\$ 900.00
									\$ -	Labor Subtotal	\$ 70.00
1	Back Hoe	Weekly Cost for BH - CAT 416 (Month = 2590) so \$598.15 / WK (no charge)					0.00 WK	\$ 598.15	\$ -	Subcontract Subtotal	\$ -
2	Pick UP Truck	Weekly Cost for Pick UP Truck - Sup't					0.00 WK	\$ 250.00	\$ -	Subtotal →	\$ 970.00
3	Pick UP Truck	Weekly Cost for Pick UP Truck - Foreman					0.00 WK	\$ 250.00	\$ -		
4	Bull Dozer	Weekly Cost for Bull Dozer (Month = 6145) so \$1419.17 / WK					0.00 WK	\$ 1,419.17	\$ -		
4	Loader - IT-38F	Weekly Cost for Loader (Month = 4900) so \$1131.64 / WK					0.00 WK	\$ 1,131.64	\$ -	Sales Tax (if applicable)	9.75% \$87.75
5	Excavator - EX-09	Weekly Cost for 320 FL Excavator (Month = 8570) so \$1979.21 / WK -					0.00 WK	\$ 1,979.21	\$ -	Payroll Taxes & Ins.	55.00% \$ 38.50
6	Excavator EX-07	Weekly Cost for 336 FL Excavator (Month = 11360) so \$2623.56 / WK (no charge for hammer)					0.00 WK	\$ 2,623.56	\$ -	Safety Allocation	0.00% \$ -
7	Excavator EX-43	Weekly Cost for EX-43 315 BL w/ Hammer (Month = 6525) so \$1506.93 / WK (No charge for hammer)					0.00 WK	\$ 1,506.93	\$ -		
8	Off Road Truck	Weekly Cost for Off Road Truck (Month = \$8675 so \$2003.46 /WK)					0.00 WK	\$ 2,003.46	\$ -		
9	Off Road Truck	Weekly Cost for Off Road Truck (Month = \$7025 so \$1622.40 /WK)					0.00 WK	\$ 1,622.40	\$ -		
10	Compactor	Weekly Cost for Ride on Sheepfoot Compactor (Month = \$3,470 so \$801.39 /WK)					0.00 WK	\$ 801.39	\$ -		
11							1.0		\$ -	P&P Bond	0.00% \$ -
12							1.0		\$ -	DIC Insurance	\$0.00
									\$ -		
									\$ -	Gen Liability	0.000% \$ -
13	Construction Trailer	Trailer Rental (Monthly = 485.99)					0.0 WK	\$ 112.24	\$ -		
14	Temp Toilet Rental	Temp Toilets (Monthly = 355.35)					0.0 WK	\$ 82.07	\$ -		
15	HCC Travel	Out of Town Living Costs for HCC Sup't (weekly Cost)					0.0 WK	\$ 375.00	\$ -	Subtotal →	\$ 1,096.25
									\$ -	General Conditions	0%
									\$ -	Fee - Subcontractor	5.00% \$ -
									\$ -	Fee - HCC	15.00% \$ 151.28
Total									\$ -		
Additional Comments / Notes:										TOTAL THIS CHANGE	
After discussions with the Manufacturer and MFG Representative, they believe the likely cause of the valve failure is damage to one or more of the soft seals in the valve. This proposal option B is for Haren Construction Company to purchase and install a new GA Industries Combination Air Valve in like kind to the existing. This valve is in stock and if approval is granted within 5 business days of the date on this proposal we can install with out additional access costs.										\$	1,248



File #: 21-04388

DATE: March 3, 2023
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
SUBJECT:

Consideration Of COF Contract No. 2023-0051, With CDM Smith For On-Call Professional Services To Include Optimization As Part Of The Biological Process Upgrades With The New Water Reclamation Facility

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2023-0051 for on-call professional services.

BACKGROUND/STAFF COMMENTS:

On-call professional services to include optimization as part of the biological process upgrades with the new Water Reclamation Facility. The facility will inherently need to operate differently, moving from operations and setpoints based on a mixed liquor concentration to operating based on solids retention times, ultimately improving overall effluent and permit compliance.

These on-call services will include bi-weekly calls with CDM Smith, additional sampling recommendations, analysis of the data, and recommendations for change to improve overall performance.

FINANCIAL IMPACT:

The total cost of this agreement is a not-to-exceed \$48,465 and will come from the WRF operations fund (431-82560-52213).

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0051 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0051**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and CDM SMITH 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:

ON-CALL TREATMENT OPTIMIZATION CONSULTING

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 (FORTY-EIGHT THOUSAND, FOUR HUNDRED AND SIXTY-FIVE AND 00/100) (\$48,465.00).

The City Administrator Approved this Agreement on the ____ day of _____ 20__ under the Authority Granted by the Franklin Board of Mayor and Aldermen by Resolution 2022-40.

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 [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.

BY: 
Consultant's Signature
TITLE: Vice President
Date: 10 March 2023

BY: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



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

February 23, 2023

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

Subject: Franklin Water Reclamation Facility
Treatment Optimization Consulting Services

Dear Ms. Hatcher;

As requested in your February 15, 2023 email to Zack Daniel, we are pleased to submit our proposal for treatment optimization consulting services for the Franklin Water Reclamation Facility. Our scope of services under this task will consist of the following:

1. CDM Smith will provide customary project management including project enrollment, monthly invoicing and internal financial and project controls updates. This will include 28 hours for the Project Manager, 26 hours for the Project Accountant, 28 hours for the Project Controls Specialist (as Administrative Support), 2 hours for the Project Management and Commercial Leader (as Senior Technical Specialist) and 1 hour for the Management Specialist (as Administrative Support) throughout the course of the project lifecycle.
2. CDM Smith will provide consulting services to assist in optimization of the treatment process due to elevated phosphorous and ammonia levels introduced into the system by the thermal hydrolysis process (THP) installed during the Franklin WRF Modifications & Expansion Project. This will be provided through biweekly Teams calls with City plant and management staff. A total of 26 (twenty-six) calls up to two hours in duration will be provided under this task with an additional hour of offline review by CDM Smith staff. CDM Smith will collate and trend test data provided by the City to assist in our analysis of treatment requirements. This will include 78 hours for the Operations Specialist, 78 hours for the Senior Technical Advisor and 24 hours for a Junior Engineer throughout the course of the project lifecycle.

The City will be responsible for providing water quality test data indicating phosphorous and ammonia concentrations and other analytical data as required for CDM Smith's review. Any work not specifically mentioned above is excluded from this task. The rate schedule for staff



Treatment Optimization Consulting
February 23, 2023
Page 2

assigned to this project is attached and the duration of this work will be 52 weeks from Notice to Proceed. This work will be performed on a time and materials basis with an upper limit of \$48,465.00 (forty-eight thousand four hundred sixty-five and 0/100 dollars).

Thank you for this opportunity to be of continued service to the City of Franklin and feel free to contact Zack or me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris", with a stylized flourish at the end.

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

cc: Brian Goodwin, City of Franklin
Zack Daniel, CDM Smith
Jennifer Osgood, CDM Smith
Laurin Kennedy, CDM Smith
File



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February 23, 2023
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Project Billing Rates

PROJECT BILLING RATES	
Category	Rate
Senior Technical Specialist	\$ 260
Project Manager	\$ 200
Operations Specialist	\$ 170
Project Accountant	\$ 120
Junior Engineer	\$ 110
Administrative Support	\$ 105



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

February 23, 2023

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

Subject: Franklin Water Reclamation Facility
Treatment Optimization Consulting Services

Dear Ms. Hatcher;

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February 23, 2023
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cc: Brian Goodwin, City of Franklin
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Treatment Optimization Consulting
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Junior Engineer	\$ 110
Administrative Support	\$ 105



File #: 21-04164

DATE: March 16, 2023
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For March 2023

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.franklintn.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 Investment Projects Dashboard

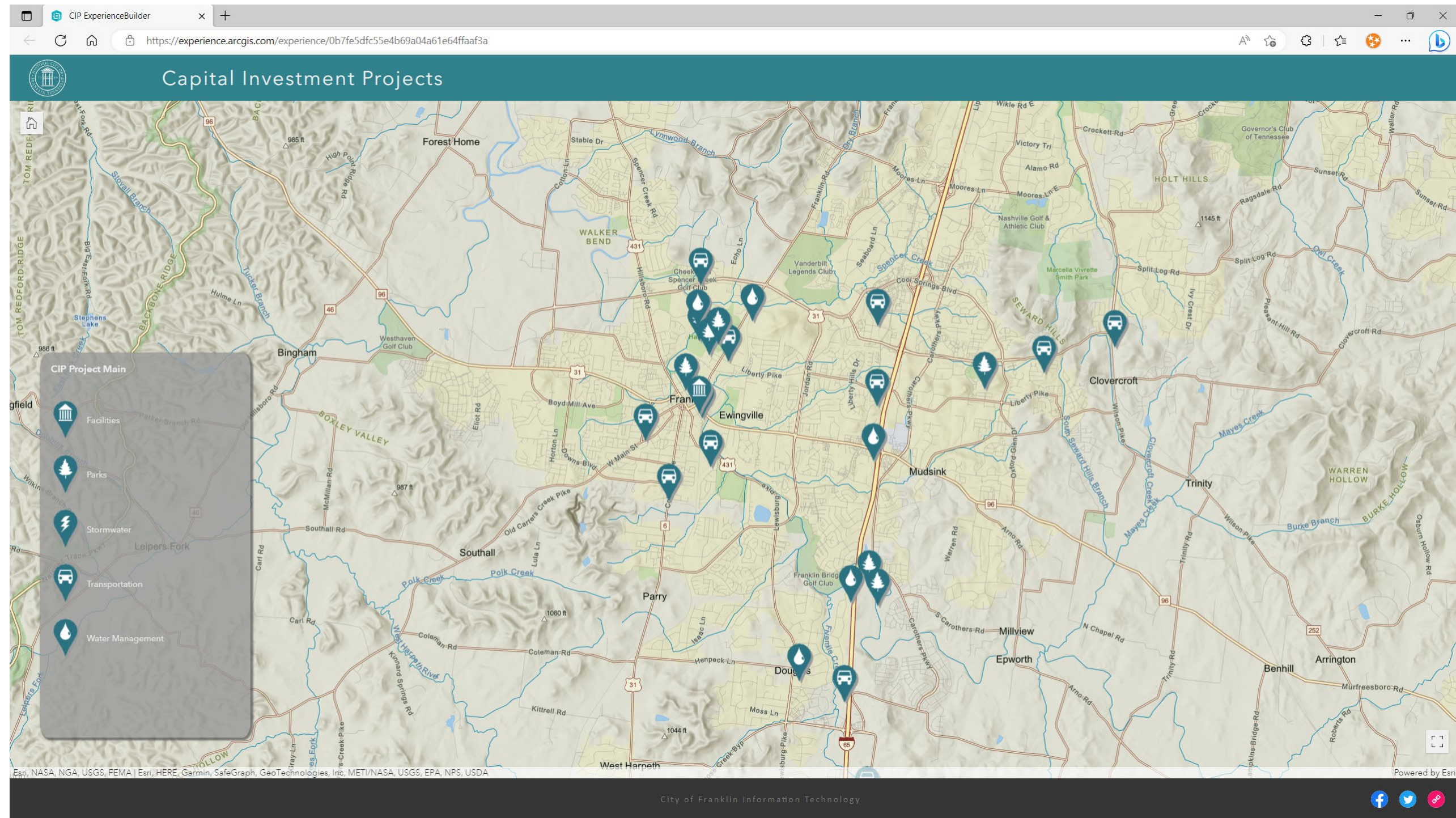


Image Captured from City of Franklin Website on 03/16/2023

Go to www.franklinton.gov >> Hover over "Our City" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"

OR

Go to www.franklinton.gov >> Hover over "Business" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"