



Meeting Agenda

Capital Investment Committee

Thursday, June 22, 2023

3:30 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes
May 25, 2023 Capital Investment Committee Meeting

NEW BUSINESS

2. Consideration Of DRAFT Ordinance 2023-25, An Ordinance To Reduce The Speed Limit On Blossom Trail Lane From Del Rio Pike To The Roadway Terminus To Twenty Miles Per Hour (20 MPH)

Sponsors:

Adam Moser, Paul Holzen

3. Consideration Of DRAFT Ordinance 2023-26, An Ordinance To Reduce The Speed Limit Of Liberty Pike From Knoll Top Lane To Turning Wheel Lane To Thirty-Five Miles Per Hour (35 MPH)

Sponsors:

Adam Moser, Paul Holzen

4. Consideration Of Resolution 2023-37, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-of-Way And/Or Easements For The "Lewisburg Pike Sidewalk & Trail Phase 1" (COF Project No. 2016-015)

Sponsors:

Paul Holzen, Sarah Roop

5. Consideration Of DRAFT Amendment 1 To COF Contract No. 2019-0223, A Professional Services Agreement With The Corradino Group For Construction Engineering & Inspection Services For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (TDOT PIN 123098.00) At A Cost Increase Not To Exceed

\$13,741.27

Sponsors:

Paul Holzen, Jonathan Marston, David Hodnett

6. Consideration Of COF Contract No. 2023-0085, With Civil-Link, LLC For Roadway Pavement Condition Assessment In The Amount Of \$88,500

Sponsors:

Jerry Hatcher

7. Consideration Of DRAFT Amendment 3 To COF Contract No. 2020-0124, A Professional Services Agreement With Kimley-Horn And Associates, Inc. For The Final Design Of The Harlinsdale Main Barn At A Cost Increase Not To Exceed \$48,500

Sponsors:

Lisa Clayton, Paul Holzen, Jonathan Marston, Shahad Abdulrahman

8. Consideration Of Change Order No. 4 To COF Contract No. 2018-0226 With BLD Services, LLC To Add Line Items For Installing Cleanouts With No Additional Increase In Contract Budget

Sponsors:

Michelle Hatcher, Brian Goodwin, Patricia McNeese

9. Preliminary Discussion Of COF Contract No. 2022-0315, Bicentennial Park Bid Opening, Apparent Bid Results (Unofficial)

Sponsors:

Shahad Abdulrahman, Lisa Clayton

10. Capital Projects Dashboard And Status Updates For June 2023

Sponsors:

Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

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



Meeting Minutes

Capital Investment Committee

Thursday, May 25, 2023

3:30 PM

Board Room

CALL TO ORDER

Chair Matt Brown called the meeting to order at 03:30 PM

Board Members Present: Gabrielle Hanson, Brandy Blanton, Matt Brown, Beverly Burger arrived at 3:32 PM

Board Members Absent:

APPROVAL OF MINUTES

1. **Consideration Of Approval Of Minutes**
April 27, 2023 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Brandy Blanton to Approve the Minutes. The motion Passed 4-0.

NEW BUSINESS

2. **Consideration Of COF Contract No. 2023-0135, With Alfred Benesch And Company For Franklin Parks Bridge Inventory And Condition Report**

Sponsors: Lisa Clayton, Heather Eusebio

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

3. **Consideration Of Ordinance 2023-06, An Ordinance To Establish A No Parking Anytime Zone Along The Easterly Property Line Of 605 South Margin Street**

Sponsors: Paul Holzen, Adam Moser

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

4. **Consideration Of Ordinance 2023-13, An Ordinance To Establish All-Way Stop Control At The Intersection Of Truman Road And Molly Bright Lane**

Sponsors: Paul Holzen, Adam Moser

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

5. **Consideration Of Resolution 2023-36, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2022-0301) For Roadway Asphalt Paving With Four Star Paving, LLC**

Sponsors: Steve Grubb, Paul Holzen, Jerry Hatcher

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 4-0.

6. **Consideration Of Resolution 2023-39, A Resolution To Award The Bundled Bridges Construction & Rehabilitation Contract (COF Contract No. 2023-0024) To Bell & Associates Construction, LLC In The Amount Of \$3,467,396.10**

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

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

7. **Consideration Of DRAFT Resolution 2023-40, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2022-0281) For Facilities Asphalt Paving and Utility Cut Patch Repair With Pavement Restorations, Inc**

Sponsors: Steve Grubb, Paul Holzen, Jerry Hatcher

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

8. **Consideration Of DRAFT Resolution 2023-41, A Resolution Authorizing The City Administrator To Enter Into A Term Contract (COF Contract No. 2023-0067) For Pavement Preservation With Pavement Restorations, Inc**

Sponsors: Steve Grubb, Paul Holzen, Jerry Hatcher

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

9. **Consideration Of DRAFT Resolution 2023-46, A Resolution To Award The Construction Contract (COF Contract No. 2022-0065) For The "Thompson Alley Pocket Park" Project (COF Project No. 2022-005) To Ryzen Building Group, LLC In The Amount Of \$494,195**

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

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

10. **Consideration Of DRAFT Change Order No. 4 (Final) 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 Cost Decrease Of \$335,283.78**

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

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

11. **Capital Projects Dashboard And Status Updates For May 2023**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Beverly Burger, seconded by Alderman Brandy Blanton to Adjourn the Meeting. The motion Passed 4-0.

Matt Brown, Chair

Minutes Prepared by Cayce Anderson, Deputy City Recorder, City Administration - 6/5/2023, 11:34 AM



File #: 21-04787

DATE: June 6, 2023
TO: Capital Investment Committee
FROM: Adam Moser, Traffic Engineer
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of DRAFT Ordinance 2023-25, An Ordinance To Reduce The Speed Limit On Blossom Trail Lane From Del Rio Pike To The Roadway Terminus To Twenty Miles Per Hour (20 MPH)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2023-25, an ordinance to reduce the speed limit on Blossom Trail Lane from Del Rio Pike to the roadway terminus to 20 mph.

BACKGROUND/STAFF COMMENTS:

On December 10, 2022 the Blossom Park HOA formally requested via email to reduce the speed limit on the only roadway that serves this subdivision from 25 mph to 20 mph due to speeding concerns, narrow geometry of the roadway and closely spaced driveways that can become occluded. The HOA collected the required 2/3 petition signatures from the homeowners of the entire subdivision and submitted the final petition documents to staff on May 29, 2023. Staff has no issues reducing the posted speed limit from 25 mph to 20 mph.

FINANCIAL IMPACT:

All funding associated with providing the speed limit sign to the HOA for installation on their decorative post is included in the Streets Department annual budget for signing.

RECOMMENDATION:

Staff recommends that Ordinance 2023-25 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2023-25

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON BLOSSOM TRAIL LANE FROM DEL RIO PIKE TO THE ROADWAY TERMINUS TO TWENTY MILES PER HOUR (20 MPH).

WHEREAS, Blossom Trail Lane is classified as a Local Street within the City's Major Thoroughfare Plan; and

WHEREAS, the current speed limit of this section of Blossom Trail Lane is set at twenty-five miles per hour (25 mph); and

WHEREAS, Blossom Trail Lane is fully contained within the Blossom Park Subdivision; and

WHEREAS, the Blossom Park Subdivision Homeowners Association (HOA) has successfully petitioned its property owners in support of the twenty miles per hour (20 mph) speed limit; and

WHEREAS, Engineering Department Staff has completed an engineering evaluation examining: existing speed limit, roadway access points, pedestrian activity, and roadway geometry along Blossom Trail Lane; and

WHEREAS, engineering principles/judgment related to vehicle decision points, sight distance and pedestrian safety give justification for reducing the speed limit from twenty-five miles per hour (25 mph) to twenty miles per hour (20 mph).

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

SECTION I: That the speed limit on Blossom Trail Lane, from Del Rio Pike to its roadway terminus be decreased from twenty-five miles per hour (25 mph) to twenty miles per hour (20 mph) for both directions of travel.

SECTION II: 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 III: 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 form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND AND FINAL READING

NEIGHBORHOOD NO PARKING PETITION FORM

Name of neighborhood and requesting organization: Blossom Park

Contact person: _____ Telephone: _____

Street(s) to be prohibited: Blossom Trail Lane from _____ to _____

Request Statement: Change speed limit from 25mph → 20 mph

SIGNATURES:

Property Owner Name No.	Address	Telephone
----------------------------	---------	-----------

- | | | |
|--------------------------|------------------------------|----------------------|
| 1. <u>Bonnie Carmody</u> | <u>3015 Blossom Trail</u> | <u>615-481-9559</u> |
| 2. <u>Rebecca Goff</u> | <u>3027 Blossom Trail</u> | <u>615 772 7164</u> |
| 3. <u>Andrew Baker</u> | <u>3021 Blossom Tr.</u> | <u>615--397-7305</u> |
| 4. <u>Robert L Baker</u> | <u>3021 Blossom Tr.</u> | <u>//</u> |
| 5. <u>Garth Jendis</u> | <u>3006 Blossom Trail Ln</u> | <u>615-973-8181</u> |
| 6. <u>Eda Snelmills</u> | <u>4042 Blossom Trail L</u> | <u>615 519-1480</u> |
| 7. <u>Matthew</u> | <u>3012 Blossom Trail Ln</u> | <u>615-618-6498</u> |
| 8. <u>RJ</u> | <u>3018 Blossom Trail Ln</u> | <u>615-516-5106</u> |

9. _____

NEIGHBORHOOD NO PARKING PETITION FORM

Name of neighborhood and requesting organization: Blossom Park

Contact person: Jared Haslam Telephone: 615-598-1585

Street(s) to be prohibited: Blossom Trail Ln _____ from _____ to _____

Request Statement: Change speed limit from 25mph → 20 mph

SIGNATURES:

Property Owner Name	Address	Telephone No.
JARED + STACEY HASLAM		
1. <u>[Signature]</u>	<u>3042 Blossom Trl</u>	<u>615-598-1585</u>
2. <u>[Signature]</u>	<u>3024 Blossom Trail</u>	<u>615-207-0055</u>
3. <u>[Signature]</u>	<u>3030 Blossom Trail</u>	<u>425-705-6013</u>
4. <u>[Signature]</u>	<u>4019 Blossom Trail</u>	<u>615-739-3971</u>
5. <u>[Signature]</u>	<u>3036 Blossom Trail</u>	<u>615-349-5825</u>
6. <u>[Signature]</u>	<u>4000 Blossom Trail</u>	<u>615-300-7345</u>
7. <u>[Signature]</u>	<u>4000 Blossom Trail</u>	
8. <u>Mike Rose</u>		
9. <u>Beverly A Hall</u>	<u>4007 Blossom Tr.</u>	<u>615-400-4232</u>
10. _____	_____	_____
11. _____	_____	_____

NEIGHBORHOOD NO PARKING PETITION FORM

Name of neighborhood and requesting organization: Blossom Park Homeowners' Association

Contact person: Tim Barton

Telephone: (615) 810-1001

Street (s) to be prohibited: _____ from _____ to _____

Request Statement: Change speed limit from 25 mph → 20 mph

SIGNATURES:

Property Owner Name	Address	Telephone No.
1. <u>Tim Barton</u>	<u>4012 Blossom Trail Ln</u>	<u>(615) 810-1001</u>
2. _____	_____	_____
3. _____	<u>3039 Blossom Trail Ln</u>	<u>()</u>
4. _____	_____	_____
5. <u>Renee D. Hall</u>	<u>4007 Blossom Trail Ln</u>	<u>(615) 400-4236</u>
6. _____	_____	_____
7. _____	<u>4006 Blossom Trail Ln</u>	_____
8. _____	_____	_____
9. <u>Jaqueline Cptr</u>	<u>4013 Blossom Trail Ln</u>	<u>(615) 294-2956</u>
10. _____	_____	_____
11. <u>Tim Barton</u>	<u>4036 Blossom Trail Ln</u>	<u>(931) 209-6988</u>



File #: 21-04817

DATE: June 13, 2023
TO: Capital Investment Committee
FROM: Adam Moser, Traffic Engineer
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of DRAFT Ordinance 2023-26, An Ordinance To Reduce The Speed Limit Of Liberty Pike From Knoll Top Lane To Turning Wheel Lane To Thirty-Five Miles Per Hour (35 MPH)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2023-26, an ordinance to reduce the speed limit on Liberty Pike from Knoll Top Lane to Turning Wheel Lane to 35 mph.

BACKGROUND/STAFF COMMENTS:

On May 12, 2023 the McKays Mill HOA requested to reduce the speed limit on Liberty Pike between Knoll Top Lane to Turning Wheel Lane from 40 mph to 35 mph due to speeding concerns approaching the Turning Wheel Lane roundabout, geometry of the roadway and lack of sidewalk infrastructure forcing pedestrians and bicycles into the roadway of Liberty Pike. Staff has no issues reducing the posted speed limit from 40 mph to 35 mph per Engineering Study memo.

FINANCIAL IMPACT:

All funding associated with changing out existing speed limit signs is included in the Streets Department annual budget for signing.

RECOMMENDATION:

Staff recommends that Ordinance 2023-26 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2023-26

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON LIBERTY PIKE FROM KNOLL TOP LANE TO TURNING WHEEL LANE TO THIRTY-FIVE MILES PER HOUR (35 MPH).

WHEREAS, Liberty Pike is classified as a Minor Arterial within the City's Major Thoroughfare Plan; and

WHEREAS, the current speed limit of this section of Liberty Pike is set at forty miles per hour (40 mph); and

WHEREAS, a request was made to lower the speed limit to thirty-five miles per hour; and

WHEREAS, Engineering Department Staff has completed an engineering evaluation examining: existing speed limit, roadway access points, pedestrian activity, and roadway geometry along Liberty Pike from Knoll Top Lane to Turning Wheel Lane; and

WHEREAS, engineering principles/judgment related to vehicle decision points, sight distance school location, and pedestrian safety give justification for reducing the speed limit from forty miles per hour (40 mph) to thirty-five miles per hour (35 mph).

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

SECTION I: That the speed limit on Liberty Pike, from Knoll Top Lane to Turning Wheel Lane be decreased from forty miles per hour (40 mph) to thirty-five miles per hour (35 mph) for both directions of travel.

SECTION II: That 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 III: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that 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 form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND AND FINAL READING _____

DATE: June 11, 2023

TO: Paul Holzen, Director of Engineering

FROM: Adam Moser, Traffic Engineer

SUBJECT: Liberty Pike Speed Study

Purpose

The purpose of this memo is to summarize the results of the speed study that was completed between May 17 to May 23, 2023 and make a recommendation on potential speed limit change for the section of Liberty Pike between Knoll Top Lane and Turning Wheel Lane.

Background & Speed Study Results

A speed study request was received by the City to look at Liberty Pike between Knoll Top Lane and Turning Wheel Lane and see if a speed limit reduction to 35 mph would be feasible based on existing speeds, roadway design and development type along the roadway.

Liberty Pike is a minor arterial that connects Franklin Road to the east side of Franklin through the Cool Springs area and ends in the McKays Mill subdivision. The area of study on Liberty Pike is from Knoll Top Lane to Turning Wheel Lane. The current posted speed limit is signed at 40 mph. East of Turning Wheel Lane, Liberty Pike has a posted speed limit of 35 mph as it enters residential neighborhoods. The study section of Liberty Pike contains two large curves, grade changes, and Columbia State Community College campus and its corresponding access points.

Speed data was collected at a single location shown in Figure 1. The approximate address of the location is 1221 Liberty Pike. The location was chosen based on ensuring that a majority of the vehicles were traveling at speed, and not in locations where there were major intersections or conflicting/slowing movements to skew the data. Speed data was collected over the course of five full days that included weekday and weekend data.

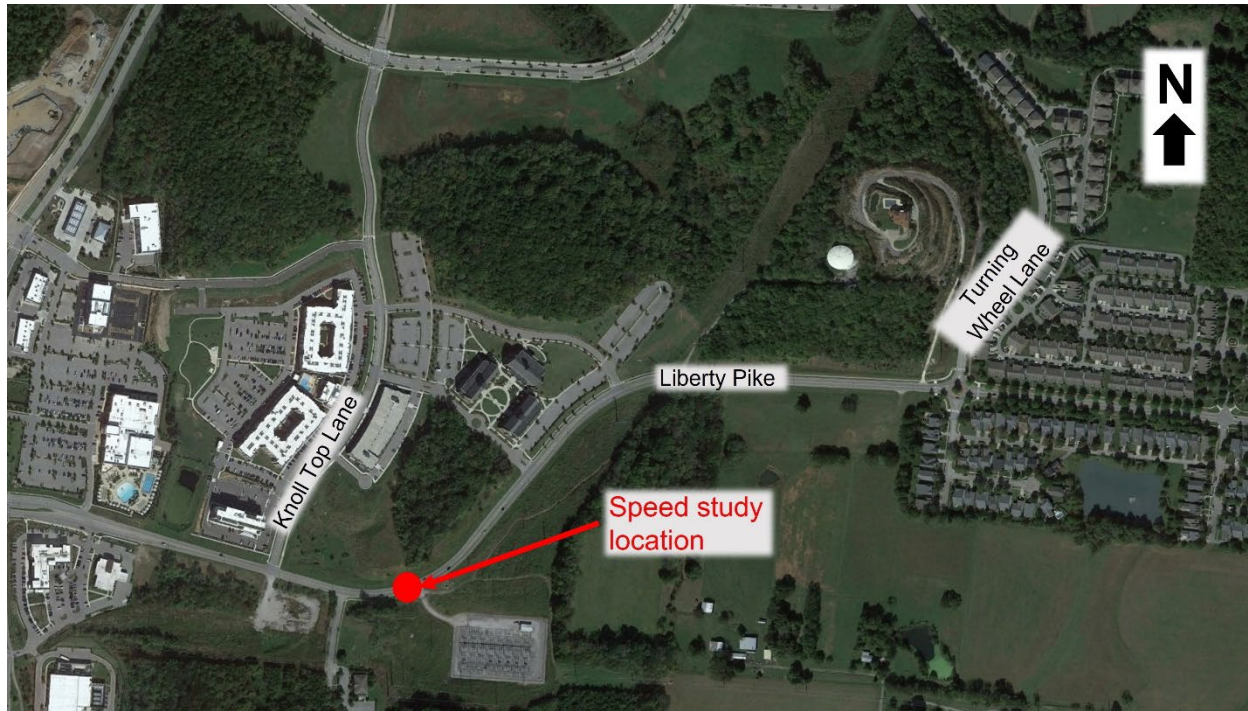


Figure 1 Speed Study Location

Speed limits are typically set by studying the 85th percentile speed of a roadway as well as design criteria, roadway classification, and the development type in which the roadway serves (downtown retail, suburban area with sidewalks, rural, etc). The speed study data summary is shown in Table 1.

The highlighted column below is the 85th percentile speed column. The 85th percentile speed is the speed at which 85% of the vehicles captured during the speed study are traveling at or below. Based on the data collected, the 85th percentile speed for Liberty Pike was found to be 41 mph.

Table 1 Speed Data

Liberty Pike (% of vehicles traveling at or below)																		
5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th
31	33	34	35	35	35	36	37	37	37	38	38	39	39	40	40	41	42	43

Summary and Recommendations

The City received a request to conduct a speed study along Liberty Pike between Knoll Top Lane and Turning Wheel Lane to see if a reduction of the speed limit would be feasible. The speed study found that the existing 85th percentile speed in the study area was 41 mph, while the posted speed limit is currently 40 mph. From this data, it appears that most all vehicles adhere to the current speed limit.

The study section of Liberty Pike has two large curves, a grade change, and Columbia State

Community College's local campus. Columbia State has two access points located between these two curves and sidewalk located on the north side in the vicinity of the campus and connecting to McKays Mill. Sidewalk is located throughout the campus connecting to multi-family residential along Knoll Top Lane's mixed-use developments. Of note, there is a sidewalk gap between the campus and Knoll Top Lane that would put vulnerable users into the Liberty Pike roadway in the study section.

According to speed limit setting criteria, roadway design speed, presence of vulnerable users adjacent to the roadway, urban land use, schools, and many other factors can assist in determining proper speed limits during an engineering study. These factors assist in determining whether speed limits could be reduced to better protect all roadway users. Based on the factors stated above, staff is supportive of the request to reduce the speed limit on Liberty Pike between Knoll Top Lane and Turning Wheel Lane to 35 mph.

From: [Mark Hilty](#)
To: [Cayce Anderson](#)
Subject: FW: Liberty Pike - McKay's Mill
Date: Thursday, June 15, 2023 4:11:32 PM

From: Mark Hilty
Sent: Friday, May 12, 2023 12:43 PM
To: Adam Moser <adam.moser@Franklintn.gov>; Eric Stuckey <eric.stuckey@franklintn.gov>; Steve Grubb <SteveG@franklintn.gov>; Paul Holzen <paul.holzen@franklintn.gov>; Bev Burger <bev@aldermanburger.com>; Mike Franklin <mikefranklin615@comcast.net>; Kristy Bowman <kbowman@cmacommunities.com>; Camille Brecht <mckaysmillmhoa@gmail.com>
Subject: Liberty Pike - McKay's Mill

Good afternoon, all.

As discussed earlier today, Alderman Burger and McKay's Mill HOA leadership have requested that an engineering speed study be conducted along Liberty Pike between Knoll Top Lane and Turning Wheel Lane where the speed limit is currently 40 MPH.

In addition to this request, the following are mitigation efforts the City and the HOA have identified:

1. Install an edge lit roundabout sign for the eastbound lane of Liberty Pike at the location of the existing roundabout sign as you approach Turning Wheel Lane. Cost expected to be \$3,294 for the sign and solar hardware and \$2,500 for labor totaling \$5,794. Discussion involved a 50% cost split between HOA and COF totaling \$2,897 each.
2. Install island alert curb reflectors on the divider island located at the eastbound approach to the roundabout at Turning Wheel Lane.
3. McKay's Mill HOA will consider having the tree lit that is located within the roundabout to improve visibility.

Staff will evaluate the stone wall that was damaged at the dead end of Liberty Pike at Broadgate Drive.

I believe this summarizes our conversation this morning. Please let me know if you have anything to add or edit. Thanks and have a great weekend.

Mark Hilty
City of Franklin
Assistant City Administrator, Public Works

Phone: 615-791-3217



File #: 21-04729

DATE: May 30, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Sarah Roop, Right of Way Agent

SUBJECT:

Consideration Of Resolution 2023-37, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-of-Way And/Or Easements For The "Lewisburg Pike Sidewalk & Trail Phase 1" (COF Project No. 2016-015)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-37.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Included in that project list was the Lewisburg Ave Sidewalk Improvements. The project limits are from 500 feet south of Folks Street to Bonsal Way and includes sidewalk improvements and utility relocation. Future phases will take the multiuse trail from Bonsal Way to Mack Hatcher Parkway.

The project team has completed the preliminary design and staff is ready to start the ROW acquisition. Fair market value for any necessary ROW and/or easements will be determined by a qualified appraiser. In an effort to expedite the process, staff seeks BOMA approval to authorize the City Administrator to approve agreements to acquire easements and/or ROW on behalf of the BOMA. Additionally, staff seeks approval to proceed with condemnation to acquire the necessary property and/or easements, but only if negotiations fail.

FINANCIAL IMPACT:

There is no direct financial impact associated with Resolution 2023-37. Expenses will occur as the individual property acquisitions are settled.

RECOMMENDATION:

Staff recommends that Resolution 2023-37 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-37

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS AND THE USE OF CONDEMNATION, IF NECESSARY, TO ACQUIRE RIGHTS-OF-WAY AND/OR EASEMENTS FOR THE “LEWISBURG PIKE SIDEWALK & TRAIL PHASE 1” (COF PROJECT NO. 2016-015)

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the “BOMA”) has determined that the construction of certain improvements within the City limits are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the construction of the Lewisburg Pike Sidewalk & Trail Phase 1 Project (the “Project”), 500 feet South of Folks Street to Bonsal Way to include Roadway, Sidewalk, and Utility relocation; and

WHEREAS, on August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years 2019 – 2028 Capital Investment Program (“CIP”); and

WHEREAS, the ninth adopted project listed on Resolution 2019-68 is “Lewisburg Ave Sidewalk Improvements”, which is now known as the “Lewisburg Pike Sidewalk & Trail”; and

WHEREAS, it will be necessary, in order to construct said improvements, for the City to obtain additional rights-of-way (“real property”) and easements (“real property interest”) from the owners of the properties listed on the attached Exhibit A; and

WHEREAS, the Board finds that it is in the best interests of the City of Franklin and for efficiency when acquiring rights-of-way and/or easements (“property acquisition”) for the Project to authorize the City Administrator to approve said property acquisition agreements on behalf of the BOMA; and

WHEREAS, the price to be paid for property acquisition shall be established by a qualified appraiser; and

WHEREAS, it has been general practice by the City, and by the Tennessee Department of Transportation (“TDOT”) on which this City practice is based, to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or Ten Thousand Dollars (\$10,000.00), whichever amount is greater, in an effort to successfully close the acquisition negotiations ; and

WHEREAS, the BOMA expressly finds that the City has the power of eminent domain to extend public roads (see T.C.A. §29-17-301 *et seq.*) and to acquire easements and/or rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

WHEREAS, the BOMA believes that the removal of certain contracts and purchases from the Board’s agenda provides for more expedient conduct of City business; and

WHEREAS, all property acquisitions shall be reported to the BOMA as items approved by the City Administrator on behalf of the Board.

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

SECTION 1. The City Administrator, the City Engineer, and the City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements on and/or across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and/or easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 2. In an effort to avoid the condemnation process and to complete the property acquisition process as efficiently as possible, the City Administrator or his designee is authorized to increase the purchase price offer above appraised value by up to ten percent (10%) or Ten Thousand Dollars (\$10,000), whichever is greater.

SECTION 3. If an in impasse is reached during negotiations with a property owner and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Administrator, the City Attorney, and the City Engineer are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 4. All land acquisitions completed under the authority granted by this resolution shall be reported to the Board of Mayor and Aldermen.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

RESOLUTION 2023-37
EXHIBIT A

TRACT NUMBER	TAX MAP NUMBER	PARCEL NUMBER
1	078F	00400
2	078F	04700
3	078F	00500
4	078F	04800
5	078F	00600
6	078F	04900
7	078F	05000
8	078F	00700
9	078F	05100
10	078F	00701
11	078F	05200
12	078K	02200
13	078K	05201
14	078K	02201
15	078	04500
16	078K	01600
17	078K	01500
18	078K	01400
19	078K	00300
20	078K	00200
21	078	04400



File #: 21-04772

DATE: June 5, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2019-0223, A Professional Services Agreement With The Corradino Group For Construction Engineering & Inspection Services For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (TDOT PIN 123098.00) At A Cost Increase Not To Exceed \$13,741.27

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Professional Services Agreement (PSA) with The Corradino Group (Corradino) for Construction Engineering & Inspection (CEI) Services for the SR-96 West Multi-Use Trail - Phases 1 & 2 project (TDOT PIN 123098.00).

BACKGROUND/STAFF COMMENTS:

On July 9, 2019, the BOMA approved a PSA (COF Contract No. 2019-0223) with Corradino for CEI Services for the SR-96 West Multi-Use Trail - Phases 1 & 2 project. The contract ceiling of this PSA was \$545,399.00 for a project that was anticipated to last 1 year. However, due to utility delays, COVID supply chain issues, and other delays, 141 days were added to the construction contract by change order. Because of this substantial increase in the time allowed for completion of the project, Corradino has requested additional compensation, in the amount of \$13,741.27, to cover their additional time spent on this project. Staff has reviewed the request, concurs, and has prepared Amendment 1 for approval by the BOMA.

FINANCIAL IMPACT:

The total cost of this PSA (COF Contract No. 2019-0223) will increase by \$13,741.27 to \$559,140.27. Staff anticipates these additional expenses to be paid from the Capital Projects Fund (310), with a General Ledger (GL) code of 310-89420-43100. However, the Finance and Administration Departments will determine the final source of funding.

RECOMMENDATION:

Staff recommends that Amendment 1 to the PSA (COF Contract No. 2019-0223) with Corradino, at an cost increase of \$13,741.27, be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT 01 TO
PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR THE SR 96 WEST MULTI-
USE TRAIL (PIN 123098.00)
COF Contract No. 2019-0223**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 2023, by and between the **City of Franklin, Tennessee** ("City") and **The Corradino Group, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, on **July 9, 2019**, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Construction Engineering & Inspection (CEI) Services for the SR 96 West Multi-Use Trail (PIN 123098.00)**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a fee not to be exceeded **Five Hundred Forty-Five Thousand Three Hundred Ninety-Nine and No Dollars (\$545,399.00)** to provide construction engineering & inspection, and related technical services, as detailed in the Scope of Services; and

WHEREAS, the original timeframe for the construction contract was 365 calendar days and with utility delays, Covid supply chain issues, and other delays, 141 days were added to the contract by change order; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated March 21, 2023, to provide the additional services requested by the City at a cost increase of **THIRTEEN THOUSAND SEVEN HUNDRED FORTY-ONE AND 27/100 DOLLARS (\$13,741.27)**; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, dated March 21, 2023, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the Lump Sum amount of **THIRTEEN THOUSAND SEVEN HUNDRED FORTY-ONE AND 27/100 DOLLARS (\$13,741.27)**.

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party.

An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

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

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

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

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

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

All other provisions of the Agreement, dated July 9, 2019, are unchanged and remain in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

ENTER CONSULTANT NAME HERE:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

William E. Squires
Assistant City Attorney

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

March 21, 2023

Mr. Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue South, Suite 133
Franklin, TN 37064

**RE: Request for Supplement - Professional Services to Provide Construction Engineering Inspection (CEI)
SR-96 West Multi-Use Trail Project (TDOT PIN 12398.00)
City of Franklin, Tennessee**

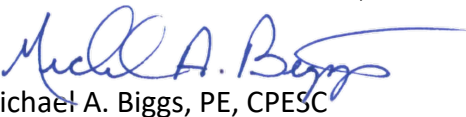
Dear Paul,

It has been a pleasure to assist the City with this project. As you are aware, the construction schedule extended longer than anticipated. In the course of this activity, we exhausted all contractual funds and incurred additional costs to keep the project moving. We are requesting a supplement for this additional time and also to finalize all documentation for TDOT in order to close out the project.

Enclosed is our manday estimate in the amount of \$13,741.27 outlining our request which includes 46 hours of additional labor. We are also estimating an additional 28 hours will be required to prepare and complete the necessary documentation to satisfy TDOT requirements and close the project. Our detailed requested is outline in Exhibit A of this request.

We appreciate this opportunity to work with you and staff on this project and look forward to providing engineering excellence with the City in the future. Please let me know any questions or concerns regarding this information.

Sincerely,

THE CORRADINO GROUP, INC.

Michael A. Biggs, PE, CPESC
Technical Vice President

Exhibit A - Fee Schedule
SR-96 West Multi-Use Trail CEI
Manday Supplement Request
March 21, 2023
PIN 123098.00



TASK DESCRIPTION	Resource	Project Manager	Senior Engineer	Project Engineer	Inspector	TASK HOURS	TOTAL ESTIMATED HOURS
CONSTRUCTION ADMINISTRATION							
6. SUPPLEMENT REQUEST		10	64				74
Total Manhours % of Total Hours							
		10	64	0	0		74
		14%	86%	0%	0%		

The Corradino Group - TDOT audited overhead rate
 Home Office Rate = 142.71%
 Net Fee = 12%

Total Estimated Labor for CEI	\$	13,620.27
Estimated Direct Expenses		
Daily Truck Charge (\$30.25/day)	\$	121.00
ESTIMATED TOTAL COST	\$	13,741.27



File #: 21-04718

DATE: May 25, 2023
TO: Capital Investment Committee
FROM: Jerry Hatcher, Assistant Director of Streets

SUBJECT:

Consideration Of COF Contract No. 2023-0085, With Civil-Link, LLC For Roadway Pavement Condition Assessment In The Amount Of \$88,500

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2023-0085.

BACKGROUND/STAFF COMMENTS:

This Professional Services Agreement (PSA) is with Civil-Link, LLC for Roadway Pavement Condition Assessment. Under this agreement, Civil-Link will assess all City-maintained roadways, rate them based on pavement condition and provide recommendations on pavement treatment options. This firm performed this same assessment three years ago and the new results will be compared to the previously collected information.

FINANCIAL IMPACT:

The total cost associated with this PSA is \$88,500.

RECOMMENDATION:

Staff recommends that the PSA (COF Contract 2023-0085) with Civil Link, LLC be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0085**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL-LINK, LLC** 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:

ROADWAY PAVEMENT CONDITION ASSESSMENT

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal 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 **Eighty-Eight Thousand Five Hundred and 00/100 Dollars (\$88,500.00)**.

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

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: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney

Attachment A

to COF Contract No. 2023-0085

Civil Link (CL) Scope of Services & Fee Schedule

I. Services related to the Roadway Maintenance and Improvements Plan:

A. Roadway Network Condition Evaluation, Attribute Collection & Mapping

CL will work to complete a GIS based roadway network condition evaluation for all City-maintained roadways. The survey will be based on roadway centerline GIS data provided by the City. Roadway attribute data will be collected during this phase that can be used to inform cost estimates developed in the Maintenance and Improvements Planning phase as well as the web application. Roadway condition ratings will be collected in segments of 60 feet to 120 feet using the PASER scale appropriate for the road surface type. Video will be collected of every road rated during the field survey and can be loaded into the web application video tool and viewed by clicking the road linework at any position. The results of the field survey and attribute collection will be processed, validated, checked and reviewed for quality assurance. A meeting will be set to review the field survey results and start the planning phase.

- CL will use road network centerline data provided by the City and will confirm survey linework with the City prior to beginning the field survey.
- Custom Road Network Condition Evaluation:
 - Video of existing streets.
 - PASER rating in 60-120 ft segments.
 - Survey to be performed in outside lane and in both directions of travel for roadways with four or more lanes.
- GIS linework of the roadway network showing roadway condition rating.
- ADA ramp upgrade cost estimates will be incorporated into road work cost estimates where applicable.
 - CL has the ADA data provided as part of the 2019 road survey.
 - Ramps will be excluded that have been upgraded since 2019 road survey.
 - Ramp upgrades will only be estimated for roads where overlay or resurfacing work will be performed. Fog seal or crack seal alone does not trigger the need for a ramp upgrade.
 - City will provide CL with a list of completed road work or a list of ADA ramps that have been upgraded for removal from dataset.
- Per road assignment of the following attributes based on City records and aerial imagery:
 - Lane Count
 - Lane Width
 - Striping Presence
 - Turn Lane Presence
 - Bike Lane Presence
 - Surface Material
 - Curb and Gutter Presence
 - Cove Presence
 - Functional Classification
- One review meeting between CL and the City to report results and initial assessment of the existing roadway network.

The fee is based on an estimated 370 road miles and covers the cost of attribute data collection, road rating, video assessment, data processing, quality assurance and control, a kickoff meeting, and a review and planning meeting (two meetings total for task A).

B. Maintenance and Improvements Planning

A Roadway Maintenance & Improvements Plan (MIP) is intended to serve as the basis for a multi-year strategy to maintain and improve existing roadways. The MIP is used to identify the types of problems that should be addressed in the existing roadway system to meet its long-term goals. The

MIP will provide alternative maintenance, treatment and improvement options aimed at specifically addressing the needs of the City's roadway network. The MIP will also provide planning-level cost information that can be utilized by the City to develop a long-term maintenance program and related finance program.

The MIP will be developed using industry best-practices along with information about the City's methods and available options. The City separates its roadwork into major thoroughfares and local roads. Thus, the City would like to plan for each separately. CL proposes to separate and analyze the roadways as two separate categories: major thoroughfares and local roads. CL will work to develop separate cost estimates, budget estimates, and present separate road lists specific to each category. Part of this process will be to determine appropriate treatments and other costs related to the work specific to both categories of roadway. The City will be involved in determining appropriate treatment choices for plan development. Once a set of treatment choices is settled upon, CL will then work to gather average local prices of those options to best represent expected actual pricing (average prices may vary depending on factors such as availability, contractor competition, distance from material sources, etc). CL will then apply the accepted treatment choices to the appropriate road ratings to develop planning-level cost estimates.

Using the general life expectancy of treatments along with the gathered costs, CL will develop a multi-year budget scenario in which every mile of road can be brought up to what may be considered a 'maintenance' level of quality over the course of several years. This 'best-case' scenario will then be discussed and reviewed with the City to determine feasibility. In-order to develop a plan that the City can work to achieve and feasibly implement, CL will help develop a budget scenario that aligns with the City's expected budget numbers while still working toward the City's overall goals developed during the planning process.

Also, CL will work to incorporate and update the ADA ramp data that was provided by the City on the initial 2019 road survey. The City will provide a blanket cost estimate for ADA ramp upgrades for CL to incorporate as part of the road work estimate.

Associated information pertaining to the services completed in this phase of the project include:

- Develop and present general options for alternative pavements treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways.
- City to provide current contractor pricing for relevant treatment methods and related road work activities.
- Assist the City in development of program goals and associated term (timeframe) for implementation.
- Development of planning level yearly and total program costs based on potential program terms and related considerations.
- Breakdown of treatment options applicable to type of road: Residential Streets, Major Thoroughfares, etc.
- CL will use municipal boundary data, such as Wards or City Limits, provided by the City to inform the linework reporting and map creation processes.
- The road linework dataset with ratings and attributes as well as the generated MIP data belong to the City and will be provided with the information CL develops under this contract. The City can also choose to house this information within CL's GIS systems for hosting and future data maintenance purposes.
- The MIP does not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the MIP will not be provided as a part of this phase of the project.
- A draft review meeting will be held near the end of this phase.
- A final meeting or presentation will be held to deliver the final report and results.

C. Web Application Annual Subscription

For a three-year period, CL shall provide the City with access to its online portal which has custom programs and tools specific to CL's road survey data and methods. This portal provides tools that will allow viewing of the road ratings and road video data collected as part of this Agreement or as part of future services. Through this portal, the City will have access to the previous 2019 survey video as well as the video collected as part of this project. The portal also has a planning tool that will be loaded with the data developed during this project. The planning tool provides a way to keep cost estimates updated as bid prices change, to compare treatment choices, and to create yearly road work lists with quantities and estimates to help with bid tabulations. The city has the option to purchase access to this portal for one year at the normal rate, renewable yearly, or for a three year term at a discount.

D. Services Not Included: Technical Support and MIP Implementation Consulting

These services are not included as part of this contract. CL can provide the City with consulting services to support implementation of the MIP program. Consulting services can include developing bid documents, capital improvements planning, yearly strategies of work, schedules of work, related maps, road lists and other related services. The consulting services will be performed based on the hourly rates agreed to herein. This type of work will typically include work from a project manager and designer/technician level employee.

II. Proposed Schedule of Services

Task	Due Date
A. Roadway Network Evaluation & Mapping:	60 Days from NTP
B. Maintenance Improvements Plan	120 Days from NTP

EXHIBIT C
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$200.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$185.00
Sr. Project Engineer / Sr. Project Manager	\$140.00
Sr. Traffic Technician	\$130.00
Project Engineer / Project Manager	\$125.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$115.00
Survey Manager	\$115.00
Designer / Engineering Technician / Inspector *	\$90.00
Engineer Intern	\$90.00
Professional Land Surveyor	\$85.00
CADD Technician *	\$85.00
Graduate Engineer	\$85.00
Sr. Administrative *	\$50.00
Survey Crew / Field Labor *	\$45.00
Administrative *	\$40.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$125.00
Three-Member Survey Party *	\$135.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
Traffic Counter	\$10.00/day
UTV / ATV	\$15.00/hour

IN-HOUSE REPRODUCTION/PRINTING

EXPENSE	COST
Vellum	\$2.00/sheet
Film Positive	\$5.00/sheet
Bond	\$1.00/sheet
Blue Line	\$1.00/sheet
Photocopies	\$0.20/sheet

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.



File #: 21-04727

DATE: May 30, 2023
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 3 To COF Contract No. 2020-0124, A Professional Services Agreement With Kimley-Horn And Associates, Inc. For The Final Design Of The Harlinsdale Main Barn At A Cost Increase Not To Exceed \$48,500

PURPOSE:

The purpose of this memorandum is to provide information concerning Amendment 3 to the Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc. (Kimley-Horn) for the final design of the Main Barn at The Park at Harlinsdale Farm.

BACKGROUND/STAFF COMMENTS:

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

On July 14, 2020, the BOMA approved a PSA (COF Contract No. 2020-0124) with Kimley-Horn to provide the design for the restoration of the Main Barn. However, this initial PSA only included production of the design plans to 60% completion. Subsequently, in early 2022, the BOMA approved Amendment 1 to the PSA to allow Kimley-Horn to bring the design to its completion. In June 2022, the BOMA approved Amendment 2, which provided some structural analysis and additional design that was not included in the original scope.

Because of the historic nature of this property and the City's acceptance of state grant funds, the design must be reviewed and ultimately approved by the State Historic Preservation Office (SHPO). The project was submitted for approval to the SHPO, and they provided comments that required changes in the design. Amendment 3, at an additional not-to-exceed cost of \$48,500.00, provides for these additional design changes, as required by the SHPO.

FINANCIAL IMPACT:

The total cost of Amendment 3 is \$48,500.00. With the approval of Amendment 3, the total ceiling of the PSA (COF Contract No. 2020-0124) will become \$480,500.00. Expenses for this project have been programmed to be paid from the Hotel/Motel Tax Fund. This corresponds to a General Ledge (GL) code of 150-89310-47100. Staff anticipates that the additional costs due to Amendment 3 will be paid from the same funding source.

RECOMMENDATION:

Staff recommends that Amendment 3 to the PSA (COF Contract No. 2020-0124) with Kimley-Horn and Associates, Inc. be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. ~~2-3~~ TO
PROFESSIONAL SERVICES AGREEMENT
FOR HARLINSDALE MAIN BARN
COF Contract No. ~~2019~~2020-0124**

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

WITNESSETH:

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

WHEREAS, said Agreement stipulated that the Consultant would be paid a Lump Sum Fee of Two Hundred Fifty-Five Thousand ~~a~~And No/100 Dollars (\$255,000.00), for engineering related technical service, as detailed in the Scope of Services, to provide sixty percent (60%) design plans; and

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

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

~~**WHEREAS**, on March 30, 2022, the Consultant has provided a Proposal, dated December 7, 2021, Board of Mayor and Aldermen approved Amendment No. 1 to the Agreement with the Consultant to provide the additional services, as requested by the City, at a Cost Increase Not to Exceed One Hundred Seventy-Three Thousand Five Hundred and No/100 Dollars (\$173,500.00); and~~

~~**WHEREAS**, the City approved Amendment No. 1 on March 30, 2022.~~

~~**WHEREAS**, the City has requested additional ~~structural analysis services work, which is was~~ beyond the originally approved Scopes of Services for the agreement Agreement and Amendment No. ~~1 and No. 2~~; ~~scope~~ and;~~

~~**WHEREAS**, the ~~consultant~~Consultant provided a ~~proposal~~Proposal ("Attachment A"), dated April 14, 2022, to provide the aforementioned additional services requested by the City at a Lump Sum Cost Increase of -cost increase not to exceed Thirty-Five HundredThree Thousand Five HundredForty Eight Thousand and Five Hundred Dollars and No/100 Dollars (\$~~348~~,500.00); and~~

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, ~~dated April 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. The City shall pay the Consultant for the cost of the work as described in Attachment A in the lump sum amount ~~Not to Exceed of Thirty- Forty Eight Thousand and Five Hundred Dollars and No/100 Dollars (\$48,500.00).Three Thousand Five Hundred and No/100 Dollars (\$3,500);.~~

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 Agreements, dated July 14, 2020, and Amendments No. 1 and No. 2, dated March 30, 2022 and April 14th 2022, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

KIMLEY-HORN AND ASSOCIATES, INC.

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

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

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

Consultant will perform the following services:

Task 1 – Meetings with State Historic Preservation Office (SHPO)

The Consultant will attend up to three (3) meetings on site with COF and SHPO staff to review the design comments in order to resolve any conflicting items.

Task 2 – Construction Document Edits

Task 2.1 – Bluebeam Markups per SHPO

The Consultant will provide one (1) round of markups of the preliminary plan set submitted to SHPO for review based on discussed preferred edits by SHPO.

Task 2.2 – Plan Edits per SHPO

The Consultant will revise the 85% plan set to address comments being made at the request of SHPO with the goal of securing their approval of work. This revised project scope will cover up to two (2) resubmittals to SHPO. Subsequent submittals can be provided as an Additional Service.

- Civil changes
 - Remove parking improvements
 - Remove connection to Arena
 - ADA spaces moved to behind the barn
 - Revise all pavement to be West TN mix
 - Remove other parking improvements
 - Detailed grading revisions to address layout revisions for ADA parking stall and accessible path relocations and the addition of ramping at east and west building entrances
- Architectural changes
 - Removal of four exterior doors at horse stalls
 - Remove new stair from project and repair/rehabilitate existing stair
 - Revise restroom layout to go with smaller rooms with fewer fixtures at a different location
 - Removal of Men's Lounge
 - Removal of large decorative glass doors at north and south end of barn
 - Incorporation of smaller new egress doors at north and south end of barn
 - Removal of new concrete slab underlayment through the existing facility. This will be replaced with compacted fill to underlay new rubber pavers.
 - Removal of new cross-bracing supports
 - Coordination of above scope items with engineers as they revise their drawings
- MEP and Structural changes
 - Removal of radiant floor heating system
 - Removal of MEP for existing restroom
 - Addition of MEP for revised restroom layout

Attachment A – Scope of Services for
Amendment No. 3 to COF Contract No. 2020-0124

- Removal of new stair from design
- Addition of two exit vestibules and exterior main doors
- Previously designed radiant ceiling heat to remain, space no longer fully conditioned

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

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

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

The Consultant will perform the services in Tasks 1 – 2 for the hourly not-to-exceed fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Total Not-to-Exceed Fee	\$48,500
-------------------------	----------



File #: 21-04798

DATE: June 12, 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 Change Order No. 4 To COF Contract No. 2018-0226 With BLD Services, LLC To Add Line Items For Installing Cleanouts With No Additional Increase In Contract Budget

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 4 to COF Contract No. 2018-0226 with BLD Services, LLC to add line items for installing cleanouts.

BACKGROUND/STAFF COMMENTS:

The sanitary sewer lateral lining project with BLD Services was approved in January 2020 with the option of extending the contract up to four (4) times for up to one (1) additional year each time. This contract has been extended for the fourth (4th) year with a current extension date of January 2024. After investigation into several areas of the wastewater system, WMD has discovered there are areas in need of repair that are candidates for lining rather than replacement. Once an area has been identified, the sanitary sewer mains are lined first, then the sanitary sewer laterals and finally the manholes. Sanitary sewer cleanouts at the property line are beneficial for lining the sewer lateral. In most of the areas identified, the cleanout at the property line was not installed as part of the original sewer system. The WMD has asked the sanitary sewer lateral lining company to provide a cost to install cleanouts on sewer laterals.

This proposed change order will not change the overall existing budget for the project. The amounts shown are the same as those shown in Change Order No. 3. The original bid did not include line items for cleanout installation, so this change order will add them to the lateral lining contract.

FINANCIAL IMPACT:

The cost will be based on the line items added to the contract and which line items are used. The current budget for the project is \$567,166.25 from the Wastewater General fund. There are no grants or loans associated with this contract.

RECOMMENDATION:

Staff recommends that Change Order No. 4 to COF Contract No. 2018-0226 with BLD Services, LLC, be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 4

Owner: **City of Franklin, TN**
 Engineer: **N/A**
 Contractor: **BLD Services**
 Project Name: **Sanitary Sewer Lateral Lining**
 Owners Contract No.: **COF 2018-0226**
 Effective Date of Change Order: **N/A**

Date Issued: **6/12/2023**

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

Description:

Add the following line items to the existing bid form for the sanitary sewer lateral lining contract:

CO1	Cleanout Installation	20	EA	\$4,000.00	\$80,000.00
CO2	Additional Pipe	20	LF	\$150.00	\$3,000.00
CO3	Surface Restoration	175	SF	\$10.00	\$1,750.00
CO4	Cleanout Box	20	EA	\$700.00	\$14,000.00
CO5	Lateral Launch and Locate	20	EA	\$500.00	\$10,000.00
CO6	Concrete Driveway Replacement	20	SF	\$44.00	\$880.00
CO7	Asphalt Driveway Replacement	20	SF	\$14.00	\$280.00

No additional monies will be added to the contract.

Change in Contract Price

Original Contract Price:
\$ <u>452,500.00</u>
[Increase] [Decrease] from previously approved Change Orders
\$ <u>679,300.00</u>
Contract Price prior to this Change Order:
\$ <u>1,131,800.00</u>
[Increase] [Decrease] this Change Order:
\$ <u>462,000.00</u>
Contract Price incorporating this Change Order:
\$ <u>1,593,800.00</u>

Change in Contract Times

Original Contract Times:
Effective Date of Award: <u>January 28, 2020</u>
Final Date of Contract: <u>January 27, 2021</u>
[Increase] [Decrease] from previously approved Change Orders
Number of days: <u>365 days</u>
Contract Times from previously approved Change Order:
Date of 4th Contract Year: <u>January 27, 2023</u>
End Date of 4th Contract Year: <u>January 27, 2024</u>
[Increase] [Decrease] this Change Order: <u>0 days</u>
Contract Times with all approved Change Orders:
Revised Final Date: <u>January 27, 2024</u>

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By:

Title:

Date:



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

6/12/2023

Re: Cleanout Installations for Franklin Lateral CIPP Sanitary Sewer Lining

Dear: Ms. McNeese

BLD Services, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in this proposal.

Scope of Work: This work shall be performed in conjunction with the “EXISTING PRICING SCHEDULE” and “TERMS & CONDITIONS” as outlined within this proposal.

In response to your request, we hereby submit subcontract pricing for the above referenced project as follows: *The Cleanout pricing is predicated on the DWG. NO WW-9 Supplied by City of Franklin. Pricing is also predicated on a minimum of 10 Cleanout installs per work order.*

Project Totals					
Revenue Items					
CO 1	Cleanout Installation	20	EA	\$ 4,000.00	\$80,000.00
CO2	Additional Pipe	20	LF	\$ 150.00	\$3,000.00
CO 3	Surface Restoration	175	SF	\$10.00	\$1,750.00
CO 4	Cleanout Box	20	EA	\$700.00	\$14,000.00
CO5	Lateral Launch and Locate	20	EA	\$500.00	\$10,000.00
CO6	Concrete Driveway Replacement	20	SF	\$44.00	\$880.00
CO7	Asphalt Driveway Replacement	20	SF	\$14.00	\$280.00
					\$109,910.00

Proposal Inclusions:

- One mobilization / demobilization to the project site for the excavation crew at no charge.
- Cleanout installations are covered for depths up to 5' in depth. Anything over 5' In depth where shoring is required will be an additional \$350.00.
- Surface restoration consists of applying seed and straw to areas impacted by our excavation.
- State Sales & Use Tax is not included per specifications.

Proposal Exclusions:

- Excavations in roadways, driveways, or any other solid surface. Pricing can be negotiated should this be requested.
- Provide any point repairs or other repairs necessary or required to repair or prepare the existing pipeline for CIPP lining.
- Provide legal and physical access to the pipeline for cleanout installation.
- Provide all required notifications of agencies and other parties affected by the work. This shall include providing any necessary public relations work.
- Obtain and pay for all special licenses, permits, variances, or other fees required to perform the work. The only exception to this is that BLD will obtain and pay for its own city &/or county business license(s), when required.
- Asphalt minimum delivery and installation must be equal to or greater than \$4000.00.

Proposal Terms:

- Payment due within 30 days of completion of BLD's portion of the project
- Partial monthly payments may be requested.
- Proposal valid for 30 days

Special Conditions:

- General Contractor/Customer will be required to provide access prior to excavation.

Mutual Release of Consequential Damages:

Neither party shall be liable to the other for consequential damages relating to or arising out of this Contract.

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

Wm Hugh Cornell

Wm. Hugh Cornell
Regional Manager
BLD Services, LLC



City of Franklin

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

File #: 21-04822

DATE: June 15, 2023
TO: Capital Investment Committee
FROM: Shahad Abdulrahman, Staff Engineer
Lisa Clayton, Director of Parks

SUBJECT:

Preliminary Discussion Of COF Contract No. 2022-0315, Bicentennial Park Bid Opening, Apparent Bid Results (Unofficial)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning unofficial, apparent bid results for the Bicentennial Park construction project from June 15, 2023.

BACKGROUND/STAFF COMMENTS:

On Thursday, June 15, 2023 at 2:00pm (cst), the City Engineering Department opened publicly bid submittals for the Bicentennial Park construction project. The advertisement for seal bids began on May 1, 2023 for the project. The Engineering Department received sealed bids, subject to the conditions contained herein, in the Building and Neighborhood Services (BNS) Department at Suite 110 of City Hall, 109 3rd Avenue South, Franklin, TN 37064 until 2:00 PM (CDT) on Thursday, June 15, 2023, at which time the Bids will be publicly opened and read aloud for the following Project: BICENTENNIAL PARK COF Contract No: 2022-0315. The Project generally consists of the furnishing of all materials, equipment and labor for the construction of the following work: earthwork, utilities, construction of pre-engineered metal building (PEMB), concrete flatwork, paving, landscaping, and hardscape installation as shown on the design plans.

FINANCIAL IMPACT:

A formal recommendation will be submitted to the Board of Mayor and Alderman on the July 11th worksession and voting meeting once staff has reviewed each submitted bid against bid submittal criteria. The project was approved in the Capital Investment Program with a projected budget of \$7.4 million.

BID OPENING - Apparent Bid Results (UNOFFICIAL)

Thursday, June 15, 2023 @ 2:00 PM (CST)

NAME	BASE BID
Hannah Constructors, LLC	\$15,674,114.94
Relyant Global, LLC	No Bid
Ryzek Building Group, LLC	No Bid
Sain Construction Company	\$10,281,201.00
Solomon Builders, Inc.	\$10,732,555.00

RECOMMENDATION:

Staff will present and recommend approval by the Board of Mayor and Aldermen during the July 11, 2023 worksession and voting meeting due to only one meeting in July.



File #: 21-04746

DATE: May 30, 2023
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
SUBJECT:

Capital Projects Dashboard And Status Updates For June 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.franklinton.gov/>,
2. Hover your cursor over "Our City" or "Business",
3. Click on "City Projects",
4. Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

Not Applicable.

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

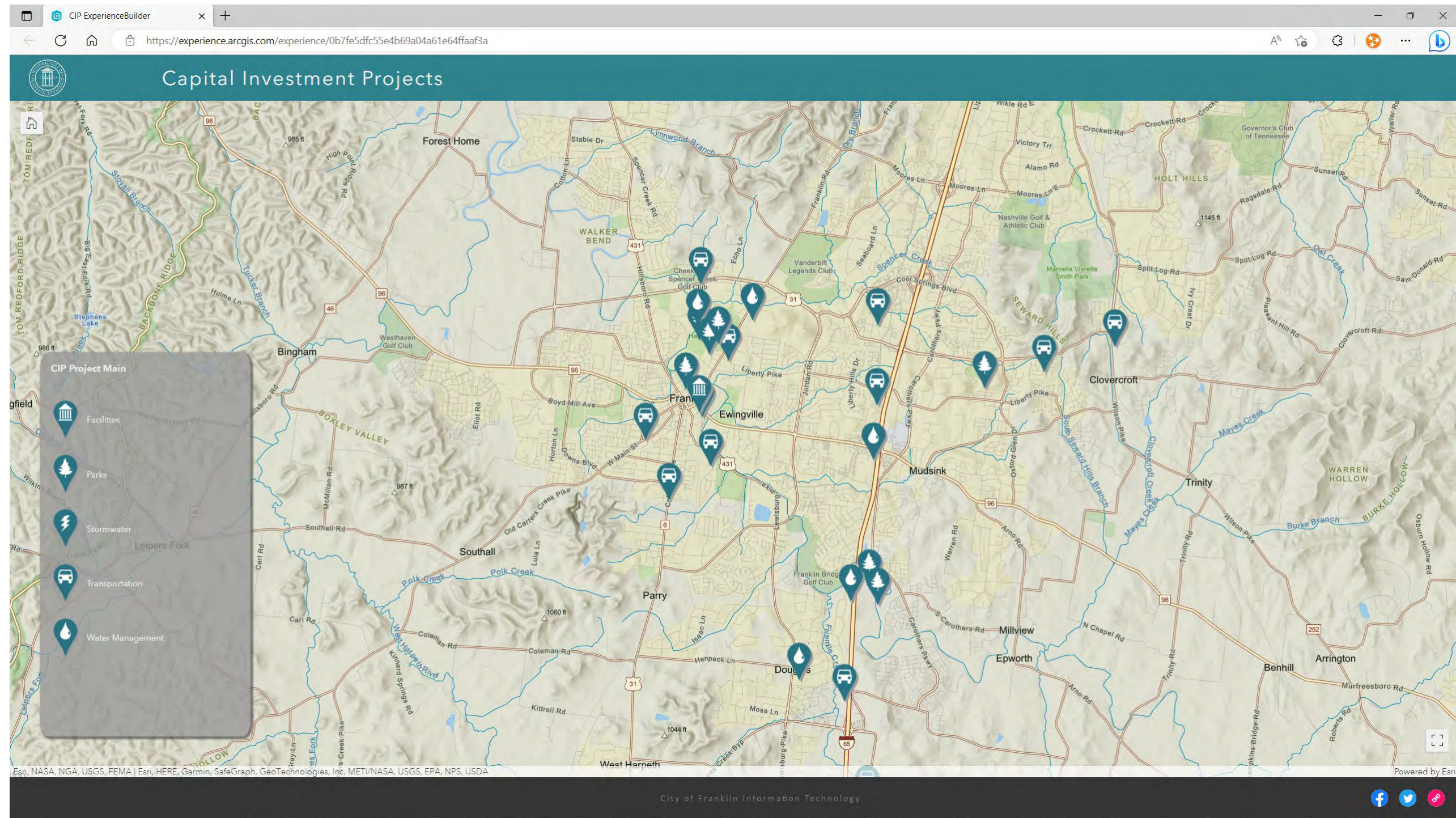


Image Captured from City of Franklin Website on 04/19/2023

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](#)”