



Meeting Agenda

Capital Investment Committee

Thursday, August 24, 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.)

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes
June 22, 2023 Capital Investment Committee Meeting

Sponsors: Angie Johnson

NEW BUSINESS

2. Consideration To Deny Sewer Availability For 1951 Carter's Creek Pike (Map 91, Parcel 12800)

Sponsors: Michelle Hatcher, Scott Andrews

3. Consideration Of COF Contract No. 2023-0208, With Gresham Smith For The Carters Creek Pump Station Upgrade In The Amount Of \$106,930

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

4. Consideration Of COF Contract No. 2023-0215, With Hazen And Sawyer For The Long Term Raw Water Management Plan, Phase 4

Sponsors: Michelle Hatcher

5. Consideration Of Draft Change Order 2 To COF Contract No. 2022-0182, With Haren Construction Company For The Water Treatment Plant Valve Access Improvements Project For A Time Extension Of

21 Calendar Days

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

6. Consideration Of Draft Amendment 1 To COF Contract No. 2020-0009, With Alfred Benesch & Company To Include Subsurface Utility Engineering Services With The Design Of The Lewisburg Pike Sidewalk/Multi-Use Trail Project At A Cost Increase Of \$91,800

Sponsors: Paul Holzen, Jonathan Marston

7. Consideration Of Draft Amendment 1 To COF Contract No. 2019-0155, With The Tennessee Department Of Transportation For The Harlinsdale Farm Multi-Use Path And Bridge Project (PIN 12663.00) To Add \$1,226,816.80 In Federal Transportation Alternatives Program Funds And To Extend The Project Completion Deadline To May 31, 2024

Sponsors: Lisa Clayton, Paul Holzen, Jonathan Marston, David Hodnett

8. Capital Projects Dashboard And Status Updates For August 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, June 22, 2023

3:30 PM

Board Room

CALL TO ORDER

Vice-Chair Brandy Blanton called the meeting to order at 03:31 PM

Board Members Present: Beverly Burger, Gabrielle Hanson, Brandy Blanton

Board Members Absent: Matt Brown

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

Sponsors:

A motion was made by Alderman Beverly Burger, seconded by Alderman Gabrielle Hanson to Approve the Minutes. The motion Passed 3-0.

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

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 3-0.

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

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 3-0.

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

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

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

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

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

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

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

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 3-0.

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

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

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

Sponsors: Shahad Abdulrahman, Lisa Clayton

The item was acknowledged and is expected on the July 11, 2023 Board of Mayor and Aldermen Meeting for consideration.

10. Capital Projects Dashboard And Status Updates For June 2023

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS**ADJOURN**

A motion was made by Alderman Gabrielle Hanson, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion Passed 3-0.

Brandy Blanton, Vice-Chair

Minutes Prepared by Cayce Anderson, Deputy City Recorder, City Administrator's Office - 7/5/23, 9:51 AM



City of Franklin

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

File #: 21-05046

DATE: August 9, 2023
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Deny Sewer Availability For 1951 Carter's Creek Pike (Map 91, Parcel 12800)

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Date of Request: 6/6/2023.
SFUE's Requested: 1.
Domestic Water Meter Size(s): 2".

This property is located outside of the City limits, in the southwest portion of the County, on Carter's Creek Pike, south of where it intersects Old Carter's Creek Pike. There is no sanitary sewer in place to serve this property as this basin would be required by the topography to flow back to the southwest, to a regional pump station that would have to be constructed and a force main that would have to be constructed to receive the pumped wastewater.

In addition, the applicant has previously requested that the property be removed from the City's Urban Growth Boundary. This request and other property owner requests to be removed from the Urban Growth Boundary were discussed at a Work Session on April 12, 2022 and again on June 14, 2022.

FINANCIAL IMPACT:

N/A

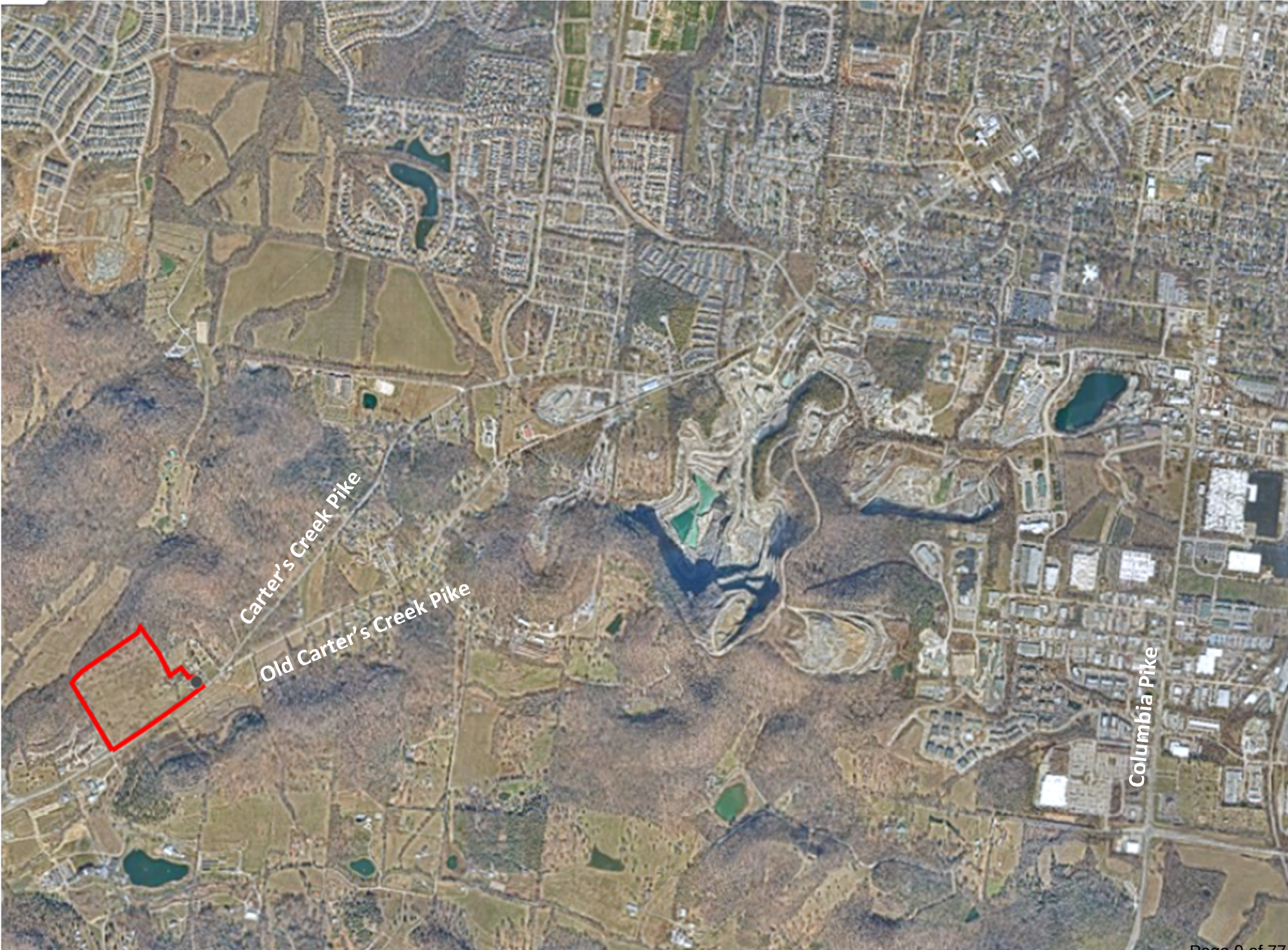
RECOMMENDATION:

Staff recommends that the request for sanitary sewer for 1951 Carter's Creek Pike be recommended for denial by the Board of Mayor and Aldermen.

LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View

Show search results for 1951 C...





Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #	Carter's Creek Landscape Nursery		
Map & Parcel(s) #	Map 91, Parcel 128.00		
Property Address:	1951 Carter's Creek Pike		
City Project # (If Applicable)	n/a		
# of Dwelling Units (If Residential)	0		
Applicant's Name & Company	Nathan McVey (T-Square Engineering, Inc.)		
Applicant's Address	1329 W Main Street, Franklin, TN		
Applicant's Email & Phone #	nathan.mcvey@t2-eng.com		
Anticipated Water Meter Size(s) (see chart on pg. 3).	2"		
Water District:	HB&TS		
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 Landscape Nursery not specifically listed; assuming 20 GPD per employee (retail). Employees estimated to be 8-10. =200 GPD <i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service		200 GPD	
If County is requiring this request please indicate if you are requesting an approval or denial:	☒ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

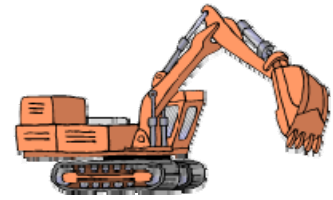
Email Application to: availability@franklintn.gov

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

Date Submitted: 6/6/2023

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

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

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

3 Projected Flow Examples

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



File #: 21-04963

DATE: July 18, 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 COF Contract No. 2023-0208, With Gresham Smith For The Carters Creek Pump Station Upgrade In The Amount Of \$106,930

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Professional Services Agreement with Gresham Smith for the Carters Creek pump station upgrade project.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Water Management Department had the Carter's Creek pump station evaluated as part of the Year 2 pump station evaluation contract (COF Contract No. 20-). The site is a package pump station and its mechanical components that were originally located at a different site and moved to the Carter's Creek pump station's current location. Conclusions from the report include: 1) the pumps are currently operating at or above the design capacity; 2) the wet well concrete slab is in need of repair as the reinforcement is exposed and corroded; 3) the drive into the site is steep and damaged; 4) there is minimal perimeter fencing making it accessible to the public; 5) the impellers on both pumps show significant signs of wear; and 6) current site does not have a surge protective device on the existing service disconnect switch.

The decision was to redesign the entire pump station site and Gresham Smith was selected as the engineering consultant to perform the design as a Tier 2 consultant for Water Management. This item was budgeted for in the wastewater collections operating fund as a renewal of existing infrastructure.

FINANCIAL IMPACT:

The cost of the design is allocated in the current budget in the Wastewater Operating Fund. There are no grants or loans associated with this project.

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0208 be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0208**

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

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

CARTERS CREEK PUMP STATION UPGRADE

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 One Hundred Six Thousand Nine Hundred Thirty and No/100 Dollars (\$106,930.00).

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



May 5, 2023

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

**Subject: Revised Engineering Services Proposal for
Carters Creek Pump Station Improvements
Franklin, TN**

Dear Ms. Hatcher:

Thank you for inviting Gresham Smith to submit this revised engineering services proposal for the Carters Creek Pump Station Improvements project ("Project"). Our updated understanding, scope of services, schedule and compensation for the project are presented in the following paragraphs.

1. Project Understanding

Gresham Smith ("Engineer") understands the City of Franklin ("Owner") seeks to upgrade the Carters Creek Pump Station as recommended in the AECOM draft report entitled "Carter's Creek Pump Station Evaluation" dated April 22, 2022 ("Report") and as discussed with Brian Goodwin during a meeting on January 12, 2023 and subsequent emails and telephone conversations. Engineer understands the Project will include replacement of the suction lift-type pumping system with a new, non-clog submersible pumping system installed on the existing six-foot diameter wet well, replacement of the reinforced concrete top slab; electrical system upgrades; improvements to site access driveway; and installation of site fencing and vehicle gate.

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com



Process improvements will include provisions for a pump station bypass pumping connection.

Electrical upgrades will include the following:

- A Surge Protective Device (SPD) on the existing service disconnect;
- Additional ground rods and bare copper ground wire in the ground around the service to improve system grounding;
- Replacement of the light fixture on the nearby wooden pole with an LED fixture on a photocell or switch;
- A manual transfer switch with generator receptacle or reuse of existing transfer switch and receptacle.

Site improvements will include a new perimeter security fence, vehicle gate, and personnel gate; and regrading and resurfacing of the site access driveway to provide a smoother transition between the roadway and the access driveway.

2. Scope of Services

a. General

Engineer will provide the professional, technical, and support services necessary to complete the scope of service in accordance with the Agreement. Specific tasks are listed and described herein.

b. Task 1 - Project Management and Coordination

Engineer will:

- i. Prepare a Project Execution Plan consisting of a master Project Schedule and Project-specific Quality Management Plan; provide monthly updates to the Project Schedule as the design progresses.
- ii. Schedule and conduct a Project kickoff meeting with Owner to review the Project Schedule and establish lines of communication and processes for decision-making and approvals. Invitees will include Engineer's Project Manager and Project Engineer, and Owner's staff as directed.
- iii. Maintain open and continuous communication throughout the Project; coordinate all activities and tasks with designated representative(s) of Owner; keep key staff informed using informal communication via telephone, email and text messaging as well as in-person and virtual team meetings.
- iv. Prior to each meeting, prepare and distribute an agenda; within three days following, prepare and distribute to attendees a draft meeting summary for review and comment; and once approved, publish the meeting summary.



Task 1 deliverables will include the Project Schedule, which will be updated monthly as the Project progresses to indicate status of tasks and overall percent complete, draft and final meeting agendas, and draft and final meeting summaries.

c. Task 2 – Preliminary Design

Engineer will:

- i. Perform a topographic and utilities survey for the Project site. Set and indicate on the survey sufficient horizontal control points and benchmarks for Contractor's subsequent use in locating the Work; confirm dimensions of existing pumping station and appurtenances; and prepare base maps for the design.
- ii. Compile and review existing facility and system data, reports, etc. and site survey and confirm design parameters with Owner.
- iii. Optimize configuration of Project components, including access driveway, electrical equipment and fencing.
- iv. Confirm with local power company available electrical power is sufficient for proposed improvements.
- v. Coordinate with Owner and its SCADA system integrator for pump station communication requirements.
- vi. Prepare preliminary design drawings for the proposed pump station, structures, mechanical and electrical systems, instruments and controls, and civil/site components.
- vii. Prepare an outline of the technical specifications.
- viii. Prepare a preliminary opinion of probable construction cost (OPCC).
- ix. Provide an electronic (pdf) copy of the preliminary design submittal consisting of preliminary design drawings, technical specifications outline, and OPCC to Owner.
- x. Schedule and conduct a preliminary design review meeting with Owner within two weeks following delivery of the preliminary design submittal to discuss comments and questions; and prepare and distribute a preliminary design review meeting summary one week after the review meeting to document comments and questions to be addressed in the final Design.



Task 2 deliverables will include draft Preliminary Design documents; schedule updates; draft and final design review meeting agenda, and draft and final Preliminary Design review meeting summary. Engineer's Task 2 services will be considered complete and the preliminary design "frozen" upon publication of the final Preliminary Design review summary. Changes to the design, if requested by Owner after the date of completion of Task 2, may be considered an additional service and, as such, Engineer may seek additional compensation and schedule to incorporate Owner-requested changes into the scope of the Project.

d. Task 3 – Final Design

Engineer will:

- i. Incorporate Owner's preliminary design review comments into the design documents and prepare 60% design documents, draft technical specifications and updated OPCC.
- ii. Provide an electronic (pdf) copy of the 60% design submittal to Owner.
- iii. Schedule and conduct a 60% design review meeting with Owner within two weeks following delivery of the 60% design submittal to discuss comments and questions; and prepare and distribute a design review meeting summary one week after the review meeting to document comments and questions to be addressed in the final Design.
- iv. Prepare draft final (90%) design drawings, technical specifications and bid/contract documents.
- v. Update the OPCC.
- vi. Provide two hard copies and one electronic (pdf) copy of the final design submittal consisting of 90% design drawings, draft technical specifications, draft contract documents, and updated OPCC to Owner for review.
- vii. Schedule and conduct a 90% design review meeting with Owner within two weeks following delivery of the 90% design submittal; prepare and distribute a 90% design review meeting summary within two weeks of the 90% design review meeting to document comments and questions to be addressed in the final design.

Task 3 deliverables will include draft Final (90%) Design documents, schedule updates, draft and final review meeting agenda, and draft and final 90% Design review meeting summary. Engineer's Task 3 services will be considered complete upon delivery of the 90% design drawings and specifications and publishing of the final meeting summary of the 90% design review meeting.



e. Task 4 – Permits and Approvals

Engineer will:

- i. Prepare an electronic submittal of the plans and specifications to TDEC Division of Water Resources (DWR) for review and approval.
- ii. Respond, on Owner's behalf as appropriate, to comments and questions from the City and DWR and obtain City and DWR approval for the Project.
- iii. Pay required fee (\$100.00) for DWR review of Project documents and invoice Owner for said payment as a reimbursable expense with no mark-up.

Task 4 deliverables will include DWR-approved design documents. Task 4 will be considered complete upon receipt by Engineer/Owner of notice of DWR approval to construct the Project.

f. Task 5 – Bid/Construction Documents

Upon receipt of notice of approval from DWR, Engineer will:

- i. Finalize and submit three full-size copies of sealed and signed construction drawings and three hard copies of the contract documents and sealed and signed technical specifications to Owner along with an electronic copy of the documents in ".pdf" format; and include copies of permits/approvals as appendices to the contract documents. Owner's EJCDC-based front-end documents will be utilized.
- ii. Prepare and submit to Owner a final OPCC.

Task 5 deliverables will include final Bid/Construction documents. Engineer's scope of services will be considered complete upon delivery by Engineer of the final Task 5 deliverables to Owner.

g. Task 6 – Fieldstone Farms Pump Station No. 1 Wet Well Slab Evaluation

Engineer will visit the site of Fieldstone Farms Pump Station No. 1, perform a visual assessment of the existing wet well slab, which is exhibiting cracking, evaluate alternatives (e.g., coating, repair, or replacement), and provide a written recommendation to Owner.

Task 6 deliverable will consist of a written summary of findings and recommendation.

3. Schedule

Engineer estimates the services described herein will be completed within 26 weeks of receipt of notice to proceed from Owner. Engineer's schedule assumes no more than



two weeks of Owner review of draft deliverables and DWR review duration of no more than six weeks.

4. Compensation

Engineer will provide the services described in Paragraph 1 in accordance with the compensation provisions of the Agreement and the personnel hourly rates by labor classification presented in Attachment 1. The total not-to-exceed fee for these Basic Services, including all labor and reimbursable expenses is \$106,930.00. A detailed breakdown of the labor cost and expenses is provided in Attachment 2.

5. Assumptions

- a. Engineer shall be entitled to reasonably rely upon the information and data provided by Owner and Owner's agents or obtained from generally accepted sources within the industry without independent verification except and to the extent Engineer knows or in the exercise of reasonable care should know the document or information is inaccurate or incomplete.
- b. Existing pump station wet well will be re-used; a subsurface investigation will not be performed.
- c. The Project schedule is contingent upon timely receipt of information from Owner. In the event Engineer is delayed in performance of services by any act or negligence of Owner or any agent therefor, or by Acts of God, strikes, lockouts, accidents, pandemic or other events beyond the control of Engineer, Engineer and Owner agree that Engineer's compensation and the work schedule for the affected task(s) may be equitably adjusted. In the event delays to the Project are encountered for any reason, Engineer and Owner agree to undertake reasonable steps to mitigate the effect of such delays.
- d. Payments to Engineer will be in accordance with the Compensation provisions of the Agreement.
- e. Engineer will provide professional services and complete the scope of services described herein in accordance with the Standard of Care.
- f. The total area of the Project site to be disturbed is anticipated to be less than one acre; therefore, a Storm Water Pollution Prevention Plan (SWPPP) should not be required, and services associated therewith are excluded.
- g. The scope of the Project does not include an electrical or other building. Electrical and control panels will be externally mounted consistent with existing panels.
- h. Communication/SCADA equipment will be provided by Owner's vendor.



- i. Odor control measures, landscaping materials for screening, and standby electrical generation are excluded from the scope.
- j. Fees other than the TDEC, DWR plans review fee are excluded from Engineer's scope and compensation.
- k. Project bid and construction phase services are excluded from the scope of services.
- l. Tasks and services not specifically included in the scope of services presented herein shall be considered "Additional Services." If Additional Services are requested by Owner, Engineer will prepare a separate scope of services and fee proposal in a form suitable for supporting an amendment to the Agreement for providing the requested Additional Services. Engineer will not commence work on Additional Services prior to receipt of Owner's written authorization.

Again, thank you for the opportunity to work with you and your team on this project. Should you have any questions or require additional information, please do not hesitate to contact me at 615/770-8540.

Sincerely,
Gresham Smith

Craig Parker, P.E.
Project Executive

Copies: Brian Goodwin, P.E., Assistant Director, Franklin Water Management Dept.
Brittany Bishop, P.E., Project Manager, Gresham Smith

Attachment 1 – 2023 Compensation Schedule



**Attachment 1
2023 Compensation Schedule**

Code	Personnel Classification	Hourly Rate
P9	Engineer IX; Project Executive; Technical Specialist	\$275
P8	Engineer VIII; Senior Engineer	\$245
P7	Engineer VII; Senior Project Engineer/Manager	\$225
P6	Engineer VI; Senior Project Engineer/Manager	\$205
P5	Engineer V; Project Manager/Engineer	\$180
P4	Engineer IV; Staff Engineer	\$150
P3	Engineer Intern III	\$125
P2	Engineer Intern II	\$115
P1	Engineer Intern I	\$105
T5	Senior BIM Manager	\$200
T4	Senior Designer	\$150
T3	Designer	\$130
T2	Senior Design Technician	\$110
T1	Design Technician	\$90
S3	Project Analyst; Project Management Assistant	\$165
S2	Sr. Administrative Professional	\$95
S1	Administrative Professional	\$85

Hourly rates are subject to annual adjustment. Engineer will notify Owner prior to adjusting hourly rates and/or changing classification of a team member assigned to the Project. Reimbursable expenses, including 3rd party printing and copying charges, and project related travel expenses, shall be invoiced at cost with no mark-up. Automobile mileage will be invoiced at the prevailing federal reimbursement rate. Subconsultant fees, if any, will be invoiced at cost plus five percent.



File #: 21-04940

DATE: July 17, 2023
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2023-0215, With Hazen And Sawyer For The Long Term Raw Water Management Plan, Phase 4

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the continuation of raw water reservoir management and consulting services.

BACKGROUND/STAFF COMMENTS:

Seasonal variations each year create varying water quality characteristics for the Harpeth River. Instances like warmer and colder weather, drought or excessive rainfall, and baseline river flow all affect the water quality in the river. As these fluctuations occur, the characteristics of the raw water held within the reservoir at the Water Treatment Plant (WTP) fluctuate also. As these changing conditions occur, operation of the facility changes to pretreat the water prior to the membranes to ensure optimal operation. A small professional services agreement was approved in the summer of 2019 to allow for the data gathering of baseline characteristics to provide guidance for the development of this long-term plan. The second phase of this plan was approved in 2020 to develop the Long-Term Reservoir Management Maintenance Plan.

For this contract, Hazen will be providing on-call professional technical services for the continued maintenance of the reservoir by assisting with chemical dosing guidance and specifically, disinfection by-product management for the treatment plant.

FINANCIAL IMPACT:

This contract is for an amount of sixty-thousand dollars (\$60,000.00) and will not be exceeded with additional work being authorized by amendment.

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0215 be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0215**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **HAZEN AND SAWYER** 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:

RESERVOIR MANAGEMENT PHASE 4

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

**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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

BY: _____
Consultant's Signature
Print Name: _____
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



July 11, 2023

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

Re: Proposal for Reservoir Management Phase 4 Task Order

Dear Ms. Hatcher:

Hazen appreciates the opportunity to continue its work with the City for on-call services for the enhancement of the water treatment plant raw water reservoir and WTP functionality. These services will include the continuation of regular calls with plant staff and on-call support for reservoir treatment and plant operations. We are also including efforts to develop recommendations on the reservoir geowebbing that has come under attention as it pulls away from the liner and for GAC monitoring recommendations.

Task 1 – On-call Support

During the first three phases of this project, Hazen actively participated in biweekly coordination calls with the City's operating staff and management for reservoir conditions and treatment options status updates. Hazen will continue to offer the following support as needed for the City:

- A. Facilitate meetings with City staff as needed for reservoir or treatment operation support throughout the 2023 calendar year. Staff have indicated that the calls have been helpful and should continue on at least a monthly basis with interim calls on an as-needed or direct contact basis.
- B. Provide on-call support beyond the regularly scheduled meetings noted above and including responses to questions and any revisions related to the reservoir treatment plan. This task item also includes time for bench-scale testing of liquid algaecide and for WTP operations support associated with ongoing DBP minimization efforts.

Task 2 – Reservoir Geoweb Evaluation

Plant staff have noticed a continued degradation of the geowebbing that extends approximately from full water surface level to the top of reservoir. This geowebbing appears to have been installed to protect the upper level of the lining and minimize wave action that could cause overflows. However, the reservoir water level has often dropped below the bottom of the geoweb and water appears to have entrained behind the lining, washing away the stone, and causing the geowebbing to float. This creates additional

July 11, 2023

maintenance issues with plant staff and also allows additional surface area for algae attachment. Hazen staff have visited the reservoir to do an initial site visit and are including in the scope hours to have one of our dam specialists visit the site to develop recommendations for repair or replacement of the geowebbing. Hazen will develop a brief summary of the findings and recommendations for review by City staff.

Hazen proposes to perform this Phase 4 scope of work for a not-to-exceed fee of \$50,000 based on our standard hourly rates. Task hours and fees are broken down in the table below. Hazen will begin work immediately upon notice to proceed.

Task	Task Description	Hours	Fee
Task 1	On-call Support	218	\$42,800
Task 2	Reservoir Geoweb Evaluation	66	\$15,000
	Miscellaneous Expenses (travel, lodging, etc.)		\$2,200
		TOTAL FEE	\$60,000

We appreciate the opportunity to continue to support the City of Franklin with this project.

Sincerely,



Scott Woodard, PE
Vice President

cc: Brian Goodwin, PE, Assistant Director, Franklin WMD
Scott Alpert, PhD, PE
Liz Crafton, PhD



City of Franklin

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

File #: 21-05122

DATE: August 15, 2023
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of Draft Change Order 2 To COF Contract No. 2022-0182, With Haren Construction Company For The Water Treatment Plant Valve Access Improvements Project For A Time Extension Of 21 Calendar Days

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the change order no. 2 to COF Contract No. 2022-0182 with Haren Construction Company for the Water Treatment Plant valve access improvements project for a time extension.

BACKGROUND/STAFF COMMENTS:

In March of this year, the construction contract with Haren Construction Company was approved to add a concrete mezzanine to the Water Treatment Plant (WTP) membrane building to access valves for the granular activated carbon (GAC) tanks. The work included modification of the existing stairs that lead from the main floor of the membrane building down to the GAC tanks. When Haren began the work on the stairs it was discovered that they had not been installed per 2018 building codes during the last upgrades. Multiple alternatives were discussed, ultimately resulting in bringing the stairs up to the appropriate elevation to match the current construction platform, causing a time delay while these were discussed and modified. The delay added an 18 calendar day delay to the construction schedule and the Water Department is in concurrence with this change order granting additional time, with a new substantial completion date to September 18, 2023.

FINANCIAL IMPACT:

There is no cost added to the project for this time extension.

RECOMMENDATION:

Staff recommends that Change Order 2 to COF Contract No. 2022-0182 be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: 2

Owner: **City of Franklin, TN** Date Issued: **8/15/2023**
 Engineer: **AECOM**
 Contractor: **Haren Construction**
 Project Name: **Water Treatment Plant Valve Access Improvements Project**
 Owners Contract No.: **COF Contract No. 2022-0182**
 Effective Date of Change Order: **N/A**

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

Attachment(s):

- **Letter from Haren Construction dated August 15, 2023**

Description:

- **When the WTP was upgraded in 2017 the stairs down to the GAC tanks were not installed per code. This was not discovered until Haren began to modify the stairs for this project. Haren has requested 21 additional days for bringing the stairs up to code.**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 997,000		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023
{Increase} {Decrease} from previously approved Change Orders		{Increase} {Decrease} from previously approved Change Orders:	
\$ 0		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 997,000		Substantial Completion:	August 19, 2023
		Ready for final payment:	September 18, 2023
{Increase} {Decrease} this Change Order:		{Increase} {Decrease} this Change Order:	
\$ 0		Substantial Completion:	September 9, 2023
		Ready for final payment:	October 9, 2023
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 997,000		Substantial Completion:	September 9, 2023
		Ready for final payment:	October 9, 2023

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____

Title: _____

Date: _____



Haren Construction Company, Inc.

August 15, 2023

Patricia McNeese, PE
City of Franklin Water Management
124 Lumber Drive
Franklin, TN 37064
Office: (615) 550-6674
patricia.mcneese@franklintn.gov

Re: HCCI Time Extension Request #01 Stair Code Compliance
Franklin WTP Valve Access Improvements
838 Lewisburg Pike
Franklin, TN 37064

Mrs. McNeese,

This letter is to serve as an official request for contract time extension due to the below issue which was beyond the control of Haren Construction Company, Inc. (HCCI).

- 1) Per HCCI RFI 07 GAC Room Stair Code Compliance, HCCI requested a contract time extension of 18 calendar days due to the delay caused by the issue that the original stairs were not installed per code requirements.

Therefore, HCCI respectfully requests a 18 calendar day extension to the contract time.

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

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

Attachments:

COST:
No damages for delay.

Sincerely,

A handwritten signature in black ink, appearing to read "Brennan Nielsen", is enclosed in a blue rectangular box.

Brennan Nielsen
Project Manager
Haren Construction Company, Inc.
bnielsen@harenconstruction.com
CC: HCCI Project File



HAREN CONSTRUCTION COMPANY, INC.
ETOWAH, TN OFFICE

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

REQUEST FOR INFORMATION

Date: 07/17/23
Number: 07
Title: GAC Room Stair Code Compliance
Drawings: S101, S102

Project: Franklin WTP Valve Access
Improvements Project

Haren Project Number: 223-306

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

REQUEST:

As discussed in the June 28, 2023, Monthly Progress Meeting, we discovered after modifying the stair stringer attachment and reassembling the two sets of existing stairs that both sets of stairs were originally installed under contract by others in a way that made the stair treads not plumb and not within compliance of building code.

After many discussions with AECOM, we propose to reinstall the stairs the way they were previously so that all the riser heights are similar and adhere to building code. However, to correct the issue of tread plumbness, we will modify the stair tread support angles as necessary to plumb them to within code compliance of less than 2% slope from front of tread to back of tread.

Please confirm in writing via response to this RFI that this approach is acceptable. Please also confirm in writing that both staircases are now installed within all building code tolerances.

Please note this issue has caused a delay in the project schedule in the amount of 18 calendar days and HCCI has incurred a cost to be submitted via separate Change Order Request.

ANSWER:

OSHA (Occupational Safety and Health Administration) regulates stair safety requirements found in working environments inaccessible to the public. According with OSHA, stair treads and risers shall be of uniform size and shape. OSHA regulation 1910.24, attached. Note Par. 1910.24(f) requires slip-resistant stair nosings.

AECOM performed an inspection of the stairs installation by HCCI and confirms that both stairs are installed within the above referenced regulations, however the top step does not appear to have a slip-resistant nosing. Contractor to install a set-in-concrete slip resistant nosing on the top step.

SIGNED: _____ *Patricia McNeese* _____

DATE: 8/11/2023



File #: 21-05128

DATE: August 17, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of Draft Amendment 1 To COF Contract No. 2020-0009, With Alfred Benesch & Company To Include Subsurface Utility Engineering Services With The Design Of The Lewisburg Pike Sidewalk/Multi-Use Trail Project At A Cost Increase Of \$91,800

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2020-0009 with Alfred Benesch & Company (Benesch).

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Included in this list of approved projects was the "Lewisburg Ave Sidewalk Improvements." The original project scope was to extend the sidewalk along the north/east side of Lewisburg Avenue from its current southern terminus between 211 and 213 Lewisburg Avenue to just north/west of the at-grade railroad crossing, or approximately 301 Lewisburg Avenue. However, in October 2019, the BOMA approved Resolution 2019-92, which significantly expanded the scope and scale of the project by extending the project limits to Eastern Flank Battlefield Park, with the portion of the project on the south side of Lewisburg Avenue being a multi-use path. When the Professional Services Agreement (PSA) for design (COF Contract No. 2020-0009) was presented to the BOMA for consideration, staff recommended that the BOMA allow for the design of the multi-use trail to continue to Mack Hatcher Parkway (SR-397). This recommendation was made, and ultimately approved, with the knowledge that the City will target state and federal multi-modal grant opportunities to help offset the cost burden of constructing these future sections of the project. However, the overall focus on the project has been the northern half, as it is the only section actually funded for construction.

Within the last several months, the City's Water Management Department has worked to finalize its plans to reconstruct a significant amount of infrastructure in the downtown area, utilizing other sources of grant funds. Some of this proposed infrastructure reconstruction overlaps the northern limits of the proposed sidewalk/trail project. With this information and after discussions with the BOMA, city staff phased the sidewalk/trail project to allow the section, between 211/213 Lewisburg

Avenue and Bonsal Way (i.e., the entrance to Huskey Truss & Building Supply), to be constructed along with the Water Management Department's improvements.

The sidewalk/trail design is complete enough to allow staff to begin the right-of-way/easement acquisition process. While the right-of-way process is proceeding, the consultant will continue to finalize the design, which includes the coordination of any utility relocations. To help ensure that construction delays due to unknown utilities or underground conflicts are limited, staff and the designer recommend that Subsurface Utility Engineering (SUE) services be performed to verify existing utility locations and depths. Amendment 1 provides for these additional SUE services.

FINANCIAL IMPACT:

The fee for the original design contract (COF Contract No. 2020-0009) is \$364,182.00. With the approval of Amendment 1, the contract ceiling will become \$455,982.00. To-date, project expenses have been paid from the "Capital Projects Fund," with a corresponding General Ledger (GL) code of 310-89460-43100. It is anticipated that these additional expenses will be charged to the same GL code. As the "Capital Projects Fund" is only a placeholder fund, the Finance and the Administration Departments will determine the most appropriate and available final source(s) of funding for this project.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2020-0009 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE DESIGN OF LEWISBURG PIKE SIDEWALK/MULTI-USE TRAIL
COF Contract No. 2020-0009**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 20____, by and between the **City of Franklin, Tennessee** ("City") and **Alfred Benesch & Company** ("Consultant").

WITNESSETH:

WHEREAS, on February 11, 2020, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled "Design of Lewisburg Pike Sidewalk/Multi-Use Trail" for the Lewisburg Pike Sidewalk/Multi-Use Trail, COF Project No. 2016-015, ("Project"); and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Fee Not-to-Exceed Three Hundred Sixty-Four Thousand One Hundred Eighty-Two and 00/100 Dollars (\$364,182.00) to provide survey, engineering, and related technical services, as detailed in the Scope of Services; and

WHEREAS, the City and the Consultant mutually agree that Subsurface Utility Engineering ("SUE") Services, which were not included in the original Agreement, are needed to provide a more complete design that will mitigate delays associated with unknown utility conflicts; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated May 19, 2023, to provide the additional services requested by the City at a Cost Increase of **Ninety-One Thousand Eight Hundred and 00/100 Dollars (\$91,800.00)**; 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 May 19, 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 cost-plus amount of **Ninety-One Thousand Eight Hundred and 00/100 Dollars (\$91,800.00)**.

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 February 11, 2020, 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:

ALFRED BENESCH & COMPANY:

(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



Alfred Benesch & Company
 574 Franklin Road, Suite 300
 Franklin, TN 37069
www.benesch.com
 P 615-370-6079
 F 615-627-4066

May 19, 2023

Mr. Jonathan Marston, PE
 City of Franklin
 109 Third Avenue South, Suite 142
 Franklin, TN 37064

RE: Supplemental Scope and Man-day Estimate to Provide Engineering Services
 Lewisburg Pike Multi-Use Path
 Franklin, TN

Dear Mr. Marston:

As requested, we have completed a scope and man-day estimate to identify Subsurface Utility Engineering Services that have been requested and are outside the original scope of services. We appreciate the opportunity to submit this information for your review. The additional scope of work items are detailed as follows:

1. Subsurface Utility Engineering (S.U.E.) Services Level B
 - a. Approximately 0.28 miles of Level B S.U.E.
 - b. Traffic Control for all field work
 - c. Survey and CADD drafting of marked utilities
 - d. PDF sketch of utilities with an aerial background and a kmz of utilities
 - e. QC/QA
2. Subsurface Utility Engineering (S.U.E.) Services Level A
 - a. Approximately 40 test holes to provide Level A S.U.E.
 - b. Traffic Control for all field work
 - c. Hydro excavation for test holes
 - d. Backfilling for test holes
 - e. Survey and CADD drafting of marked utilities
 - f. PDF sketch of utilities with an aerial background and a kmz of utilities
 - g. QC/QA

Based on the above scope of additional services the total supplement amount is as follows:

Item 1	Cost Plus	\$42,420.00
Item 2	Cost Plus	\$49,380.00
Total		\$91,800.00

If you have any questions or need additional information, please let me know.

Sincerely,

Sammie McCoy, PE
 Senior Vice President
 TN Division Manager



Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

March 8, 2023

Brian Ralstin, PE
Benesch
574 Franklin Road
Franklin, TN 37069

Subject: S.R. 106 Lewisburg Pike

Dear Mr. Ralstin:

Thank you for the opportunity to provide a proposal for the S.R. 106 – Lewisburg Pike project from just north of Stewart Street to just east of Thompson Alley. Our scope, assumptions, fee, and schedule follow:

SCOPE:

Wiser will perform Subsurface Utility Engineering (S.U.E.) services for the above-mentioned project along S.R. 106 – Lewisburg Pike from 450' north of Stewart Street to 450' east of Thompson Alley with a total length of approximately 0.28 miles. The width of the investigation will be 100' centered on existing S.R. 106. See attached for a more detailed location of the S.U.E. limits.

1) Initial Quality Level "B" S.U.E.

Wiser will use surface geophysical methods to gain Quality Level "B" locations of subsurface utilities that include sanitary sewer, storm sewer, gas, water, telecom, and other potential communication and electric lines. Wiser will use traditional survey methods to provide survey data of the Quality Level "B" markings. The planimetric data will be processed in a dgn file and projected to the S.R. 106 design profile provided to Wiser by Benesch. Deliverables will be in MicroStation and Geopak formats per TDOT CADD standards. Also included will be a pdf sketch of the utilities with an aerial background and a kmz of the utilities.

2) Additional Quality Level "A" S.U.E.

Wiser will perform a subsurface utility survey for no more than 40 test holes to provide Quality Level "A" locations of sanitary sewer, storm sewer, gas, water, telecom, and other potential communication and electric lines following the Initial Quality Level "B" investigation. The test hole locations will be determined by Benesch. Wiser will coordinate hydro excavation for test holes, backfilling, and traffic control. Test holes will measure 14" in diameter. The maximum depth of excavation will be 8' or to the depth indicated by above ground electromagnetic utility location methods if shown deeper. Trenching will be to a maximum of 2' both sides of the test hole location if necessary. Excavation will cease when the utility is found or when the maximum depth and trench width are reached. The survey will be performed using conventional survey methods to locate the tops of the existing utility lines. Wiser will update the horizontal and vertical location in the plan and profile at each location in the Initial Quality Level "B" dgn file.

Assumptions:

Quality Levels "A" and "B" are defined per the ASCE Standards 38-22. Utilities that consist of non-conductive material without tracer wires may not be capable of Quality Level "B" locations. All Quality Level "A" test hole locations will be outside of any pavement or hard surfaces. Current TDOT policy does not allow SUE test holes within the travel lanes of a state route. Should they become necessary, further coordination between the City of Franklin and TDOT will be required for authorization.



Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

Fee:

Initial Quality Level "B": \$42,420 (per hourly rates)

Additional Quality Level "A": \$49,380 (\$8,230 per day)

*See Exhibit B for hourly rates.

SCHEDULE:

Field work can begin within 4 weeks after notice to proceed with full delivery occurring no later than 11 weeks later.

Please let us know if you have any questions or concerns. Thanks again for the opportunity and we hope that you will consider us in the future.

Sincerely,
Wiser Consultants, LLC

A handwritten signature in blue ink, appearing to read "Ben Fasig".

Benjamin Fasig, PLS



Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

Limits





Wiser Consultants, LLC
 1620 Gateway Blvd, Suite 201
 Murfreesboro, Tennessee 37129
www.wiserconsultants.com
 p. 615-278-1500

EXHIBIT B

Schedule of Hourly Fees

January 1, 2021 – December 31, 2023

Professional Services	Current Rates
Principal Engineer	\$ 205.00
Senior Project Manager	\$ 180.00
Senior Engineer	\$ 175.00
Project Manager	\$ 150.00
Project Engineer II	\$ 140.00
Project Engineer I	\$ 125.00
Engineering Intern II	\$ 120.00
Engineering Intern I	\$ 105.00
Engineering Technician	\$ 105.00
CAD Technician	\$ 95.00
Resident Project Representative	\$ 95.00
Senior Surveyor	\$ 165.00
Survey Project Manager	\$ 135.00
Registered Land Surveyor	\$ 125.00
1 Person Survey Crew	\$ 110.00
2 Person Survey Crew	\$ 160.00
3 Person Survey Crew	\$ 190.00
Survey CAD Technician	\$ 115.00
Utility Coordinator	\$ 105.00
Cartographic Manager	\$ 125.00
Certified Photogrammetrist	\$ 120.00
Cartographic Tech II	\$ 105.00
Cartographic Tech I	\$ 95.00
Lidar Technician II	\$ 105.00
Lidar Technician I	\$ 95.00
Clerical Staff	\$ 80.00
Equipment	
Static Laser Scanner	\$ 900/Day
Mobile Laser Scanner	\$8,500/Day
Aerial Laser Scanner	\$2,500/Day
Pipe Camera	\$2,000/Day



File #: 21-05124

DATE: August 16, 2023
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
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. 2019-0155, With The Tennessee Department Of Transportation For The Harlinsdale Farm Multi-Use Path And Bridge Project (PIN 12663.00) To Add \$1,226,816.80 In Federal Transportation Alternatives Program Funds And To Extend The Project Completion Deadline To May 31, 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2019-0155 with the Tennessee Department of Transportation (TDOT) for the "Harlinsdale Farm Multi-Use Path and Bridge" project (TDOT PIN 12663.00).

BACKGROUND/STAFF COMMENTS:

In 2019, the BOMA entered into a Local Agency Project Agreement (COF Contract No. 2019-0155 / TDOT Agreement No. 180117) to accept \$2,000,000 in federal Transportation Alternative Program (TAP) funding toward the construction of a multi-use (i.e., pedestrian & bicycle) bridge and path that connects The Park at Harlinsdale Farm with the existing trail system on the north side of the Harpeth River and the trail system in the Chestnut Bend subdivision. This agreement also allows the City to locally manage all phases of the project.

Since the approval of that original agreement, the City has successfully navigated the preliminary project development phases that are necessary to bring this project to physical construction, which officially began on February 23, 2023. Within the last month, TDOT Local Programs staff contacted city staff to determine if this particular project was in need of any additional funds. TDOT had some unobligated TAP funds remaining, which would expire at the end of the current federal fiscal year (i.e., September 30, 2021) unless a project was found that could utilize the funding. Since the existing federal funds obligated to this project, in the amount of \$2,000,000, still leave a significant project cost to be covered by the city, TDOT staff agreed that this project would be eligible for additional funding. After discussions between TDOT staff, Nashville Area Metropolitan Planning Organization (MPO) staff, and city staff, it was determined that an additional \$1,226,816.80 in TAP

funds could be added to the project to help offset local costs. This Amendment 1 allows the City to access these additional funds for cost reimbursement and extends the project completion deadline (i.e., deadline by which the project must be complete) to May 31, 2024.

FINANCIAL IMPACT:

Federal TAP funds, awarded through the competitive grants programs that are administered yearly by TDOT, are only eligible to be spent on the construction phase of a project. However, this does also include construction engineering & inspection services (CEI) and testing services that are required during the construction phases. The federal TAP grants are 80/20 grants, which means that eligible expenses are covered 80% by federal TAP funds and 20% by local matching funds.

For the construction phase, the costs currently total an estimated \$4,033,521.00. With the original \$2,000,000.00 grant award, the City was still responsible for \$2,033,521.00 in construction costs. With the additional \$1,226,816.80 in federal TAP funds provided by Amendment 1, the City is now only responsible for \$806,704.20 in construction costs for this project.

Construction costs for this project have been billed to the "Capital Projects Fund," which corresponds to a General Ledger (GL) code of 310, with the assets ultimately belonging to the Parks Department (44700). The Administration and Finance Departments will determine the most appropriate and available final source(s) of funding for this project.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2019-0155 be recommended to the Board of Mayor and Aldermen for approval.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

August 3, 2023

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Ave. South, Suite 103 Administration
Franklin, TN 37064

Re: Harlinsdale Farm Multi-Use Path in Franklin
City of Franklin, Williamson County
PIN: 126630.00
Federal Project Number: TAP-9305(32)
State Project Number: 94LPLM-F3-104
Agreement Number: 180117

Dear Mayor Moore:

I am attaching an amendment to the original contract to this letter. The amendment extends the contract's expiration date and updates the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or Simchah.Edwards@tn.gov.

Sincerely,

Kimery Grant
Transportation Manager 2

Attachment

Amendment Number: 1

Agreement Number: 180117

Project Identification Number: 126630.00

Federal Project Number: TAP-9305(32)

State Project Number: 94LPLM-F3-104

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Harlinsdale Farm Multi-Use Path in Franklin"

1. The language of Agreement # 180117 dated July 30, 2019 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1 .
2. The language of Agreement # 180117 dated July 30, 2019 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment to Replace Exhibit A and Change Completion Date

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: ken.moore@franklintn.gov

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: shauna.billingsley@franklintn.gov

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

Signature:

Email: Daniel.Pallme@tn.gov

EXHIBIT "A" for AMENDMENT 1

Agreement #: **180117**

Project Identification #: **126630.00**

Federal Project #: **TAP-9305(32)**

State Project #: **94LPLM-F3-104**

Project Description: Harlinsdale Farm Multi-Use Path in Franklin - This project will construct a multi-use path beginning at the Ruby F. Lynch trailhead and terminate on the west side of the Harpeth River near Chestnut Bend Subdivision. The project also includes ADA upgrades, a pedestrian bridge, pedestrian lighting and bike racks.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Bicycles and Pedestrian Facility

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
CONSTRUCTION	TAP-S	80	0	20	\$3,573,808.00
CEI	TAP-S	80	0	20	\$435,984.00
TDOT ES	TAP-S	80	0	20	\$23,729.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: TAP: FAST Act § 1109; 23 U.S.C. 133(h)

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

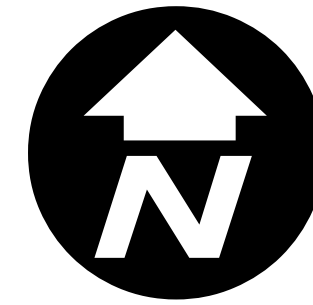


HISTORIC
FRANKLIN
TENNESSEE



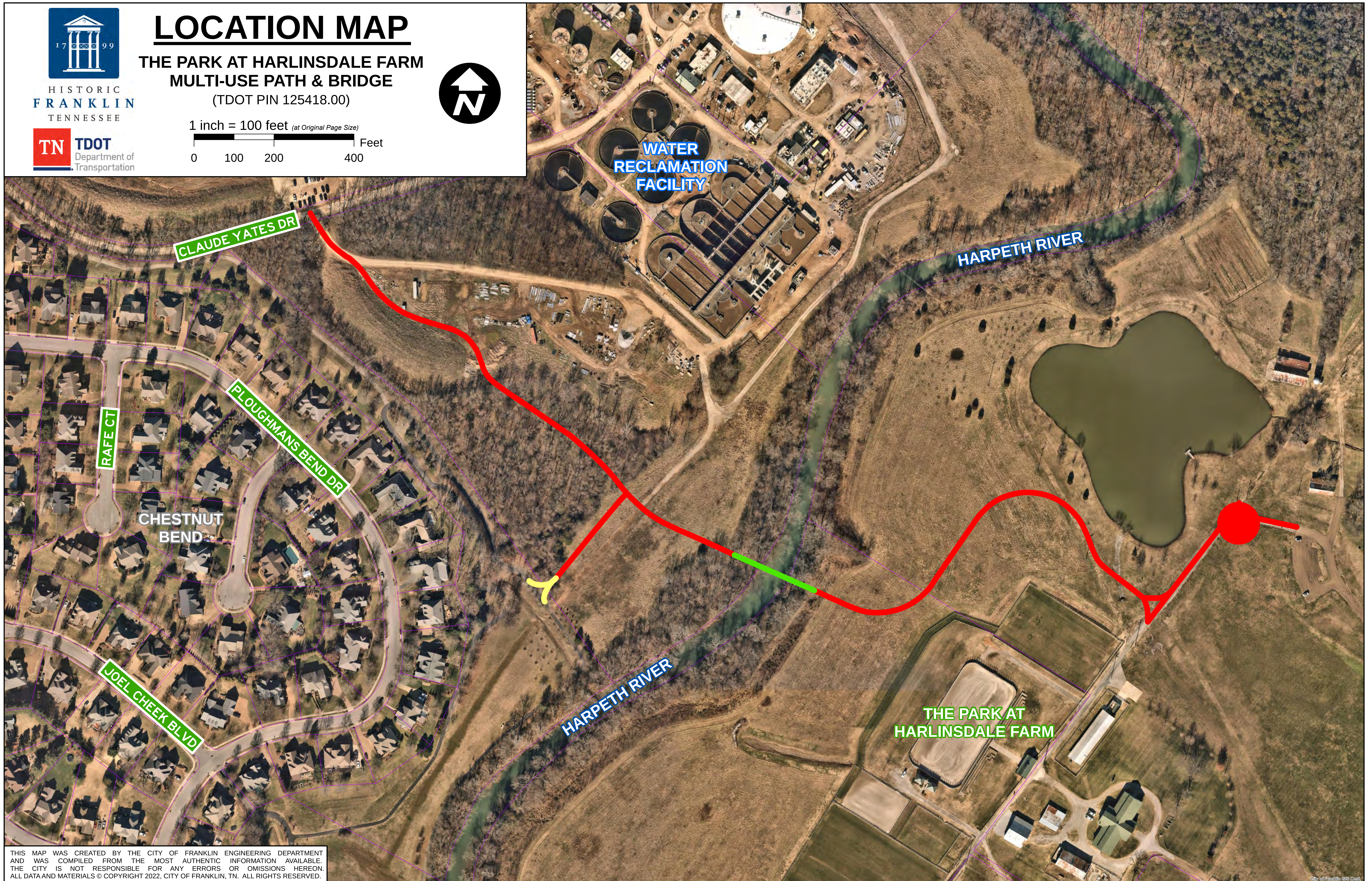
LOCATION MAP

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



1 inch = 100 feet (at Original Page Size)

0 100 200 400 Feet



THIS MAP WAS CREATED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE CITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS HEREON. ALL DATA AND MATERIALS © COPYRIGHT 2022, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.



File #: 21-05126

DATE: August 16, 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 August 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

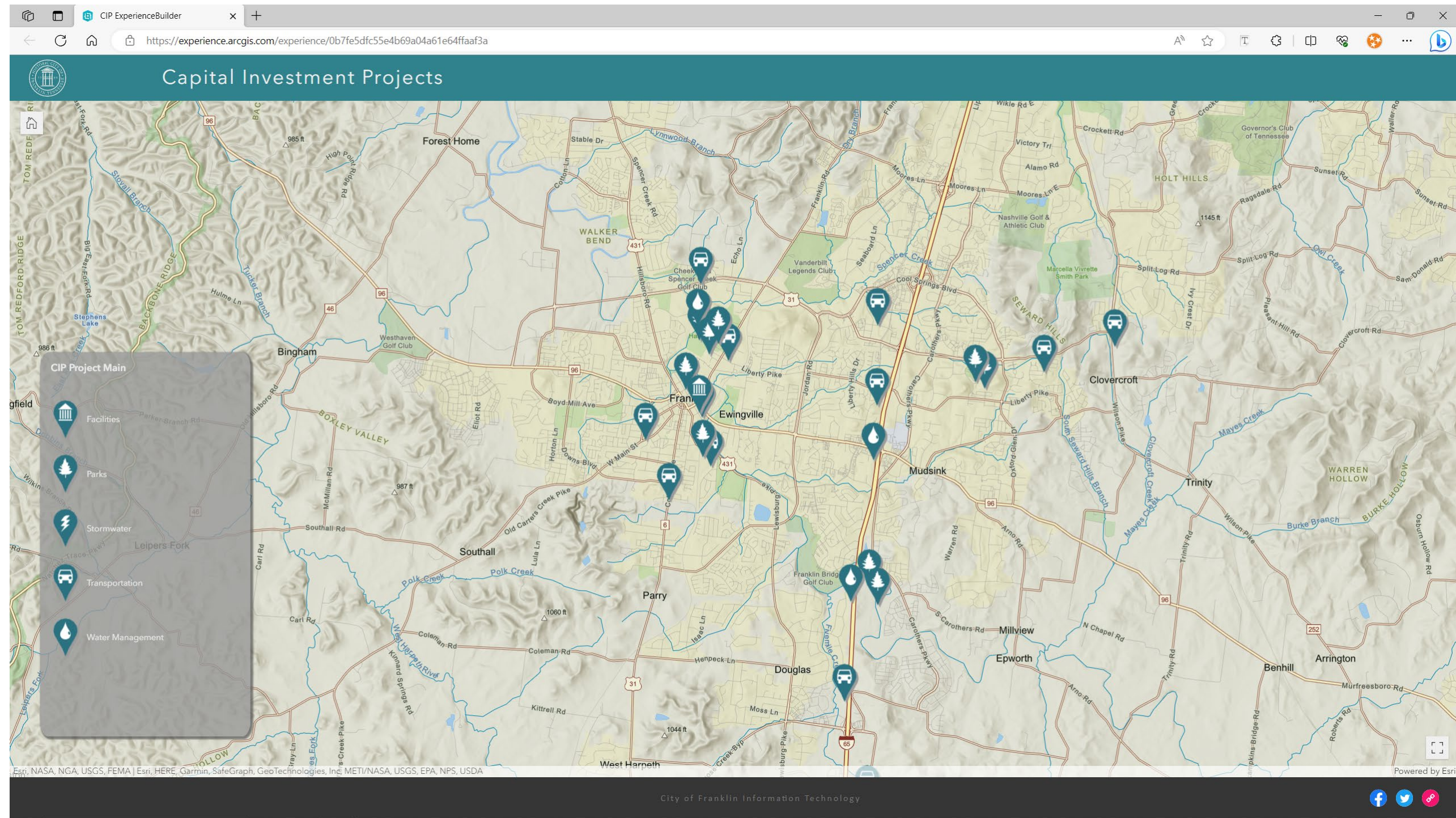


Image Captured from City of Franklin Website on 08/16/2023

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

OR

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