



Meeting Agenda

Capital Investment Committee

Thursday, September 28,
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
August 24, 2023 Capital Investment Committee Meeting

Sponsors: Angie Skarp

NEW BUSINESS

2. Consideration Of COF Contract No. 2023-0295, With Rebuild-It-Services Group, LLC For A New Drive Unit For Secondary Clarifier No. 10 At The Water Reclamation Facility

Sponsors: Michelle Hatcher

3. Consideration Of DRAFT Amendment 1 To COF Contract No. 2020-0273, With Gresham Smith For Utility Asset Management Consulting Services.

Sponsors: Michelle Hatcher

4. Consideration Of DRAFT Ordinance 2023-35, An Ordinance To Establish All-Way Stop Control At The Intersection Of Liebler Lane And McAvoy Drive

Sponsors: Adam Moser, Paul Holzen

5. Consideration Of Resolution 2023-67, A Resolution To Rescind Resolution 2019-92 And Provide A Design Concept For The Lewisburg Avenue Pedestrian Improvements Projects

Sponsors: Paul Holzen

6. Consideration Of Change Order 1 And Change Order 2 To COF Contract No. 2022-0114 With Dement Construction Co, LLC For Harlinsdale Farm Multi-Use Path And Pedestrian Bridge (COF Project No. 2017-018 / TDOT PIN 126630.00) For A Cost Increase Of \$50,818.05

Sponsors: Paul Holzen, David Hodnett, Jonathan Marston

7. Consideration Of DRAFT Amendment 1 To COF Contract No. 2021-0321, With CT Consultants, Inc., To Include Geotechnical Services For Design/Right-Of-Way Plans For The Church Street Improvements Project At A Cost Increase of \$48,000

Sponsors: Paul Holzen, Jonathan Marston, William Banks

8. Consideration Of COF Contract No. 2023-0284, A Memorandum Of Understanding With Cumberland River Compact For The Ralston Branch At Pinkerton Park Stream Restoration Project

Sponsors: Mark Hilty, Paul Holzen, Jeff Willoughby

9. Capital Projects Dashboard And Status Updates For September 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, August 24, 2023

3:30 PM

Board Room

CALL TO ORDER

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

Board Members Present: Brandy Blanton, Matt Brown, Gabrielle Hanson, Beverly Burger (arrived at item 5)

Board Members Absent: None

Staff Present: Eric Stuckey, Mark Hilty, Michelle Hatcher, Paul Holzen, Angie Johnson

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.)

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APPROVAL OF MINUTES

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

Sponsors: Angie Johnson

A motion was made by Alderman Blanton, seconded by Alderman Hanson to Approve the June 22, 2023 Capital Investment Committee Meeting Minutes. The motion passed 3-0.

NEW BUSINESS

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

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Alderman Blanton, seconded by Alderman Hanson to Recommend Disapproval of Sewer Availability to the Board of Mayor and Aldermen. The motion passed 3-0. This item is expected on the September 12, 2023 Board of Mayor and Aldermen Meeting for consideration.

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

A motion was made by Alderman Blanton, seconded by Alderman Hanson to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-0. This item is expected on the September 12, 2023 Board of Mayor and Aldermen Meeting for consideration.

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

A motion was made by Alderman Hanson, seconded by Alderman Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-0. This item is expected on the September 12, 2023 Board of Mayor and Aldermen Meeting for consideration.

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

Alderman Burger arrived.

A motion was made by Alderman Blanton, seconded by Alderman Hanson to Recommend Approval of the Change Order to the Board of Mayor and Aldermen. The motion passed 4-0. This item is expected on the September 12, 2023 Board of Mayor and Aldermen meeting for consideration.

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

A motion was made by Alderman Blanton, seconded by Alderman Burger to Recommend Approval of the Amendment to the Board of Mayor and Aldermen. The motion passed 4-0. This item is expected on the October 12, 2023 Board of Mayor and Aldermen Meeting for consideration.

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

A motion was made by Alderman Blanton, seconded by Alderman Hanson to Recommend Approval of the Amendment to the Board of Mayor and Aldermen. The motion passed 4-0. This item is expected on the September 26, 2023 Board of Mayor and Aldermen Meeting for consideration.

8. Capital Projects Dashboard And Status Updates For August 2023

Sponsors: Paul Holzen, Jonathan Marston

The item was discussed.

OTHER BUSINESS**ADJOURN**

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

Meeting Adjourned @ 3:52 PM

Matt Brown, Chair



File #: 21-05260

DATE: September 20, 2023
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2023-0295, With Rebuild-It-Services Group, LLC For A New Drive Unit For Secondary Clarifier No. 10 At The Water Reclamation Facility

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the drive mechanism for Clarifier No. 10.

BACKGROUND/STAFF COMMENTS:

The secondary clarifiers at the WRF are located after the biological nutrient basins and provide a slow-moving environment where the biomass can settle out of the water, and either be recycled or wasted. The clarifiers scrape the accumulated biomass to the bottom of the conical basin through a scraper-arm, which is powered by the drive unit. The drive unit for Clarifier No. 10 has been operating since the basin was constructed in the early 2000s and is in need of replacement. The unit typically operates 24-hours a day for most of the winter period, and other periods in which we have large rainfall amounts.

The vendor, Rebuild-It Services quoted the repair of the drive unit and the complete replacement of the unit, and the WMD has decided the complete repair of the unit makes more sense for the long-term operation of the unit, and is cheaper.

FINANCIAL IMPACT:

This contract is for eighty-four thousand, two hundred and thirty-six dollars and zero cents (\$84,326.00) and is budgeted from the WRF operations fund (431-82620-52213).

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0295 be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0295**

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

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

REBUILD OR REPLACE 42"WESTECH 100 FT DIAMETER CLARIFIER

1. SCOPE OF SERVICES. Consultant shall provide technical services and/or construction for the Project in accordance with the Scope of Services ("Services") as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Eighty-Four Thousand Two Hundred Thirty-Six and No/100 Dollars (\$84,236.00).

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



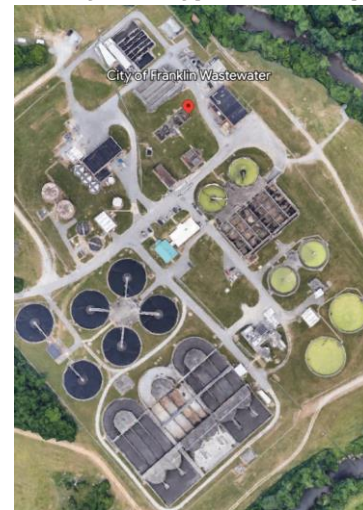
PROPOSAL DATE: August 22, 2023

PROPOSAL NUMBER: Q124259

**Please note this proposal is interactive for your convenience.
Feel free to [click](#) on any of the hyperlinks for helpful information.

PREPARED FOR:

City of Franklin
Wastewater Treatment Plant
135 Claude Yates DR.,
Franklin, TN 37064
Attention: Ivan Thurber
Phone: (615)791-3240
Cell: (615)483-4368
E-Mail: ivan.thurber@franklinton.gov



PLANT SUMMARY:

Rebuild or Replace Westech 42" drive unit with turn-key labor services for an existing 100' diameter clarifier.

PREPARED BY:

Rebuild-it Services Group
A Sentry Equipment Company
4188 West Nike Drive
West Jordan, Utah 84088
Aj C. Ursin
Main: (888)709-5676
Office: (713)258-9764
E-Mail: aj.ursin@rebuild-it.com
Website: rebuild-it.com

PROJECT SUMMARY:

[Rebuild-it Services Group, LLC. \(RSG\)](#) is pleased to offer the following proposal to rebuild the current Westech 42" drive or replace it with a new RSG CM40 drive unit for an existing 100' diameter clarifier located at the Franklin, TN WWTP. We have also included our professional turn-key labor services. We will inspect the clarifier when the drive is being removed. We will repair any minor items, however replacement parts will need to be added as a change order.

SCOPE OF WORK:**OPTION 1 - EXISTING DRIVE REBUILD SCOPE OF WORK:**

We include the following:

- Rebuilding of the existing Westech 42" drive unit.
- Disassemble and inspect the drive unit.
- Steam clean and evaluate all parts.
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean all major reused parts for the drive unit, which includes the main gear, base or housing(s), pinion, worm gear, end cap, and covers.
- Replace all wear items, such as bearings, seals, gaskets, keys, retaining rings, gauges, sight glasses, piping, and fasteners.
- Replace motor.
- Rebuild/replace the torque controller.
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect, and test the drive unit.
- Painting: SSPC-6 blast, and metal prep are applied. Inside and Out - (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat.
- Freight to and from the job site (2 mobilizations).
- 2-year warranty on parts and workmanship.



Items that are **not** included:

- Sumitomo cycloidal planetary gearbox (upper).
- Lubricants (oil to be provided by the customer).

Note: This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e., gears, precision bearing, pinion, housings, and covers. If any of these items are deemed to be replaced, there will be an additional charge for these item(s).

OPTION 2 - NEW RSG CM40 DRIVE UNIT SCOPE OF WORK:

The supply of one (1) RSG CM40 drive unit. These drive units have been uniquely designed for optimal performance with low maintenance. The newly designed base and gear design has reduced the amount of water and contaminants keeping them away from the bearing and gear therefore prolonging the life of the drive and integral parts. The CM40 drive includes an integral loadcell providing torque overload protection. The CM40 drive unit is supplied with a local NEMA 4X control panel containing a VFD for speed control, disconnect, alarm, reset/off and the torque display unit, which allows for digital feedback to the plants SCADA system.

- RSG CM40 drive unit, rated up to 80,000 ft-lb torque.
- Heavy-duty cast-iron base and gear newly design for optimal performance.
- Planetary input gear assembly with loadcell.
- Control panel w/overload device display.
- Engineered steel adapter to fit existing cage.
- Stainless steel oil piping.
- Engineering and O&M manual.
- Shipping to job site.
- Installation hardware and shims.
- 2-year drive unit warranty.

EXCLUDED ITEMS FROM SCOPE OF SUPPLY:

- Mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Lubricating oils / greases.
- Parts not mentioned above.



RSG DRIVE UNIT PREMIUM THREE LAYER COATING SYSTEM:

- Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior to what is typically provided. All exterior drive unit surfaces:
- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Hi-Build Epoxy to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray
- All interior surface except for machined surfaces and gear faces:
- Power cleaned and then coated with a Tool Crib red insulating varnish
- All machined surfaces will be coated with LPS 3 Rust Inhibitor All reducers and motors will have the manufactures standard finish



RSG TURN-KEY LABOR SERVICES:

The scope of work for this project is as follows:

- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit.
- Transportation of drive to RSG rebuild facility.
- Drive Rebuild (as described above).
- Transport back to job site.
- Re-Installation of newly rebuilt drive unit.
- Optional- new drive swap one mobilization.
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only.
- Provide assistance during start-up & testing.
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site. throughout the project.
- Work to be performed in one or two (1-2) mobilizations.
- Demobilization of personnel and equipment.
- Field service start-up and check out services.



This proposal **excludes** the following items:

- Electrical disconnect and reconnect.
- Permits, fees, and/or stamped engineering documents.
- Overtime premiums or weekend work
- Temp facilities include porta-johns.
- Removal of dome or access panels for covered tank.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only if needed.
- Prevailing wage
- Hazardous material handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank.
- Disposing of old debris/parts.
- Lubrication for drive unit.



PRICING OPTION 1 (DRIVE REBUILD):

Pricing for one rebuilt drive as described above.....\$26,796.00

Pricing for turn-key labor services as described above.....\$66,268.00

Note: Two (2) mobilizations

Total Pricing for (1) rebuilt drive, turn-key labor, & (2) mobilizations.....\$93,064.00

SCHEDULE:

Delivery of rebuilt drive unit: 4-5 weeks

Labor services: 1-2 days on site per mobilization.

Check-out services: 1 day

PRICING OPTION 2 (NEW CM40 DRIVE):

Pricing for one new RSG CM40 drive as described above.....\$46,968.00

Pricing for turn-key labor services as described above.....\$37,268.00

Note: One (1) mobilization

Total Pricing for (1) new RSG CM40 drive, turn-key labor, & (1) mobilization.....\$84,236.00

SCHEDULE:

Delivery of new drive unit: 6-7 weeks

Labor services: 1-2 days on site

Check-out services: 1 day

Note: Sumitomo rebuild pricing is available upon request.



OLD DRIVE CORE DISCOUNT (OPTION 2):

RSG will take over possession of the old drive unit and apply a discount to the new or rebuilt drive unit as a core charge. The discount has been reflected in the pricing above. RSG will be responsible for all freight coordination and charges.

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Sentry Equipment Company
P.O. Box 1493
West Jordan, Utah 84084
Attention: Candace King, cking@rebuild-it.com

PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. ~~Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.~~

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for **60** days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.



Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,200.00 per day plus expenses.

Carbon and Stainless-Steel Escalation: Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at www.steelbb.com.

WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

~~This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.~~

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customers responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.



Proposal No. Q124259

This warranty applies only to equipment made or sold by Rebuild-it Services Group-Sentry Equipment (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

~~All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.~~

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
- 2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
- 3. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.
- 4. PAYMENTS:** All invoices are net 30 days. ~~Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts.~~ Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
- 5. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. ~~The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.~~
- 6. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.



Proposal No. Q124259

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates. RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



File #: 21-05242

DATE: September 13, 2023
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2020-0273, With Gresham Smith For Utility Asset Management Consulting Services.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to the proposal to provide utility asset management consulting services for the collection system.

BACKGROUND/STAFF COMMENTS:

The WMD operates and maintains the wastewater collection, potable water distribution, and reclaimed water distribution systems in the service areas. In order to effectively manage repair and replacement to the miles of mains, the City has asked Gresham Smith to provide technical assistance to quantitatively characterize these. The Department will use the historical data that's been collected from the CCTV, SL-RAT, manhole inspection form, and from visual observation and compare that to the criticality, redundant, and reliability of each asset to numerically rank them. Ranking assets will provide prioritization of critical infrastructure and streamline budgeting for repair and replacement.

As Gresham Smith was working through the data, several of the inputs were in formats that required additional modifications in order to meet the model requirements. Those data points needed manipulation and because of that, additional monies was requested to perform these additional integrations.

FINANCIAL IMPACT:

The total not-to exceed fee for this amendment is \$9,000 and is budgeted in the sewer collections operating fund (431-82560-52212).

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2020-0273 be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR UTILITY ASSET MANAGEMENT
COF Contract No. 2020-0273**

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

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **UTILITY ASSET MANAGEMENT**, dated the 10TH day of **NOVEMBER 2020**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of **ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$145,000.00)**, as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated **SEPTEMBER 9, 2023**, in the amount of **NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00)**; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated **SEPTEMBER 9, 2023**, in the amount of **NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00)**; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 12, 2021, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **ONE HUNDRED TWENTY NINE THOUSAND AND NO/100 DOLLARS (\$129,000.00)**.

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 March 10, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

HAZEN AND SAWYER

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



September 9, 2023

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

Subject: Request for Amendment to Agreement for
Professional Engineering Services
Utility Asset Management
Franklin, TN

Dear Ms. Hatcher:

Gresham Smith is requesting an Amendment to the Agreement for the Utility Asset Management Project. The scope of services for the project included collecting, reviewing and decoding existing data provided by the City and identifying data gaps and missing attributes. The information came in multiple forms such as Access Database, Hansen, SLRat, GIS, PipeLogix, etc. The task of sorting this data and developing a single excel input spreadsheet that could be used in the Pairwise model was extensive.

As discussed on Wednesday, August 23, 2023, Gresham Smith will finalize the Pairwise Model and update the Draft Pairwise Model Functionality and Recommendations Report based on the new PipeLogix data received. The report will include instructions to convert the raw data to model input, run the model for varying inputs, and exporting the data. Additionally, Gresham Smith will include instructional spreadsheets as examples as well as directions to integrate results into GIS via common identifier. We understand the City of Franklin will be updating the input spreadsheet with new pipe and CCTV data as needed. Gresham Smith will provide an updateable summary table for current and future results.

As we discussed on August 23, 2023, Gresham Smith requests that the Agreement be amended by (1) deleting services associated with Task 4; and (2) increasing the total not-to-exceed Compensation by \$9,000 to complete the tasks listed above. We anticipate the Final Pairwise Modeling Task to be completed in accordance to the schedule below.

Genuine Ingenuity

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



Task Name	Duration	Start	Finish
Revise Final Pairwise Model	4 days	Mon 9/18/23	Thu 9/21/23
QC Final Pairwise Model	2 days	Fri 9/22/23	Mon 9/25/23
Address QC Comments and Finalize Pairwise Model	2 days	Tue 9/26/23	Wed 9/27/23
Prepare Instructional Spreadsheet	3 days	Thu 9/28/23	Mon 10/2/23
QC Instructional Spreadsheet	2 days	Tue 10/3/23	Wed 10/4/23
Address QC Comments and Finalize Instructional Spreadsheet	2 days	Thu 10/5/23	Fri 10/6/23
Prepare Instructions for Integrating into GIS	3 days	Mon 10/9/23	Wed 10/11/23
Prepare Updateable Summary Tables	2 days	Thu 10/12/23	Fri 10/13/23
Revise Pairwise Model Report	4 days	Mon 10/16/23	Thu 10/19/23
QC Pairwise Model Report	2 days	Fri 10/20/23	Mon 10/23/23
Address QC Comments and Finalize Pairwise Model Report	2 days	Tue 10/24/23	Wed 10/25/23
Submit Final Deliverable to COF	1 day	Thu 10/26/23	Thu 10/26/23

Thank you for the opportunity to provide services for the asset management project. Should you have any questions, please contact our office.

Sincerely,

Brittany Bishop, P.E.
Project Manager

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. Background Data: Amendment Request Letter Attached

Effective Date of Owner-Engineer Agreement: November 12, 2020

Owner: City of Franklin

Engineer: Gresham Smith

Project: Utility Asset Management

2. Description of Modifications: *(Check only those that are applicable. Refer to paragraph numbers used in the Agreement or previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.)*

- ☐ a. Engineer shall perform or furnish the following Additional Services: Click or tap here to enter text.
- ☒ b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: Delete the services associated with Task 4; and increasing the total not-to-exceed compensation to complete the tasks listed in the Amendment Request Dated September 9, 2023.
- ☐ c. The responsibilities of Owner are modified as follows: Click or tap here to enter text.
- ☒ d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$9,000
- ☒ e. The schedule for rendering services is modified as follows: Additional 50 Days as shown in the Amendment Request.
- ☐ f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Click or tap here to enter text.

3. Agreement Summary (Reference only)

- | | |
|-------------------------------------|-----------|
| a. Original Agreement amount: | \$120,000 |
| b. Net change for prior amendments: | \$0 |
| c. This amendment amount: | \$9,000 |
| d. Adjusted Agreement amount: | \$129,000 |

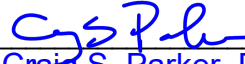
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 8, 2023.

OWNER: City of Franklin, Tn

ENGINEER: GRESHAM SMITH

By: _____

By:  _____

Name & Title: _____

Name & Title: Senior Vice President

Date: _____

Date: September 8, 2023



File #: 21-05201

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

SUBJECT:

Consideration Of DRAFT Ordinance 2023-35, An Ordinance To Establish All-Way Stop Control At The Intersection Of Liebler Lane And McAvoy Drive

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2023-35, an ordinance to establish all-way stop control at the intersection of Liebler Lane and McAvoy Drive

BACKGROUND/STAFF COMMENTS:

The Lockwood Glen HOA formally requested an all-way stop for the subject intersection along with a crosswalk. Engineering performed a multiway (all-way) stop study and found that while it didn't meet all criteria set forth by the MUTCD, there was significant pedestrian volume, a school bus stop and equal volume on two of three approaches of this intersection that would benefit the installation of a multiway stop. Engineering recommends approval of the all-way stop.

FINANCIAL IMPACT:

The HOA will provide and install decorative stop sign posts. The Streets Department will be responsible for the stop signs and supplemental plaques, as well as the stop bar and pedestrian crossing pavement markings. The signs and pavement markings are included in the Streets Department annual budget.

RECOMMENDATION:

Staff recommends that Ordinance 2023-35 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2023-35

TO BE ENTITLED: "AN ORDINANCE TO ESTABLISH ALL-WAY STOP CONTROL AT THE INTERSECTION OF LIEBLER LANE AND MCAVOY DRIVE"

WHEREAS, the City of Franklin, Tennessee, received a request to establish all-way stop control at the intersection of Liebler Lane and McAvoy Drive; and

WHEREAS, the intersection of Liebler Lane and McAvoy Drive is currently configured with stop control only on the Liebler Lane approach; and

WHEREAS, Engineering Department Staff has completed a multiway stop engineering study examining: pedestrian and vehicle volume, five (5) year crash history, roadway geometry, pedestrian activity, and surrounding land use; and

WHEREAS, the Engineering Department recommends the establishment of all-way stop control at the intersection of Liebler Lane and McAvoy Drive for the following reasons: higher pedestrian activity, a school bus stop, and the approximately equal vehicular traffic volume on two of three approaches of the intersection.

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

SECTION I. That all-way stop control shall be established at the intersection of Liebler Lane and McAvoy Drive.

SECTION II. That the Director of the Streets Department is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

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

ATTEST:

By: _____
Eric Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

DRAFT

From: [Chris Edwards](#)
To: [Adam Moser](#); [Russ Owens](#)
Cc: [Lori Covarrubias](#); [danLGHOA@gmail.com](#); [Vicki Marrs](#); [shirleybguerrero256@gmail.com](#); [ASStephens.LGHOA@gmail.com](#); [Steve Grubb](#); [Jerry Hatcher](#); [Paul Holzen](#)
Subject: RE: Lockwood Glen McAvoy Dr/Liebler Ln
Date: Monday, August 14, 2023 4:25:17 PM
Attachments: [17EB1B13F5714C338C43D985EBF3E02A.png](#)
[3108F06EFD024C2B918082466A08681A.png](#)
[56BAC15509644B3A8CBAB3B6456F52C9.png](#)
[6FBC0467B71646FE96B5778EEC192759.png](#)
[6FC05AE4B1E84796B8484EF8A088376F.png](#)
[B3432A0F447349A78BF466D279962917.png](#)
[D0E923F5B6BE41F0BEA3438B13847952.png](#)

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Adam,

Thanks. As per your commentary below, please remove the request for Courfield Drive. Let's study Liebler/McAvoy Drive at this time.

Thanks,

Chris

Sent from [Mail](#) for Windows

From: [Adam Moser](#)
Sent: Monday, August 14, 2023 4:20 PM
To: [Russ Owens](#)
Cc: [Lori Covarrubias](#); [Chris Edwards](#); [danLGHOA@gmail.com](#); [Vicki Marrs](#); [shirleybguerrero256@gmail.com](#); [ASStephens.LGHOA@gmail.com](#); [Steve Grubb](#); [Jerry Hatcher](#); [Paul Holzen](#)
Subject: RE: Lockwood Glen McAvoy Dr/Liebler Ln

Russ/Chris

Thank you for sending this. Not sure why I didn't receive this. Filters must have caught it for some reason.

This email is enough to request the study. I do see two intersections requested. I would advise that only Liebler Ln at McAvoy be requested at this time for the following reasons:

1. The federal Manual on Uniform Traffic Control Devices (MUTCD) has specific warrants for all-

way (multiway) stops. Speeding is not a warrant and specifically states that stop signs should not be installed to control speeding, but rather meet the warrants of Section 2B.07.

2. Courtfield Dr would not meet any of the warrants stated in Section 2B.07.
3. Limited funding to study multiway stops.

Please clarify as I do not want to study an intersection that I am 99.9% certain would not meet warrants (and due to budget for this study). I do feel Liebler Lane @ McAvoy would warrant an all-way stop.

In addition, to restrict parking on only one side of the street is via a separate ordinance process. I would advise since driveways are prevalent on the south side of Liebler Lane that this side of the street restrict parking since those residents can park in their driveways/garages and guests can park on the opposite side of the street. The parking restriction process typically includes getting signatures from the residents that will be **directly affected** by restricting parking in front of their home and/or the fire marshal. Namely signatures from 3 out of the 5 houses would suffice (302, 308, 314, 320 and 326 Liebler Lane) as a majority. From the looks of historical imagery, it looks less likely for people to park on that side of the street as well. If you could get those homeowners agreement, we will proceed with the ordinance to restrict parking on that side of the street.

The HOA would be responsible for any decorative posts that are needed as the City does not purchase or install decorative posts. Our standard post is a 2" galvanized square post. I might also clarify that the ordinance process takes months as it has to go in front of the Capital Improvements Committee, then BOMA in their consent agenda, along with 30 day Law review (as well as the study itself).

Please let me know if you concur and we can start the process.

Adam Moser, P.E.
City Traffic Engineer
City of Franklin

From: Russ Owens <russ@mpmnashville.com>
Sent: Monday, August 14, 2023 3:55 PM
To: Adam Moser <adam.moser@franklinton.gov>
Cc: Lori Covarrubias <lori@mpmnashville.com>
Subject: FW: Lockwood Glen McAvoy Dr/Liebler Ln

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good Afternoon Mr. Moser,
On behalf of Lockwood Glen's Board of Directors, please advise if the previously submitted email

from July 30th is sufficient to serve as a formal request from the HOA to conduct a study per the below correspondence. I would like to update the Board accordingly and in a timely fashion. I have highlighted the request below.

Thank you and best regards, Russ



Russ Owens

Portfolio Manager
Property Management
Metropolitan Properties



russ@mpmnashville.com



[615 915 3204](tel:6159153204)



[4521 Trousdale Drive Nashville, TN 37204](#)



MPNashville615.com



Metropolitan Properties exists to partner with its clients, to execute their directives with speed, expertise, and courtesy, and to deliver solutions-centered property services that produce long-term and mutually beneficial relationships.

**In the event of an after-hours emergency, please call 615 915 3204 to be connected to a member of the on-call management team.

From: [Chris Edwards](#)

Sent: Sunday, July 30, 2023, 1:16 PM

To: [Adam Moser](#)

Cc: [Jimmy Wiseman](#); [Paul Holzen](#); [Emily Wright](#); [Steve Grubb](#); [Jerry Hatcher](#); danLGHOA@gmail.com; [Vicki Marrs](#); shirleybguerrero256@gmail.com; ASstephens.LGHOA@gmail.com; [Lori Covarrubias](#); russ@mpmnashville.com

Subject: Lockwood Glen McAvoy Dr/Liebler Ln

Adam,

Good day. Thanks for the response on this issue.

The intersection of Liebler Lane and McAvoy drive is a concern to our Homeowner's Association. As was mentioned in the letter, the following concerns are prevalent amongst our neighbors:

1. The width of the street at the top of Liebler Lane as it approaches McAvoy drive is narrow. Neighbors park along the curbs of this intersection (within the 30 feet required by traffic laws of all intersections). This narrowing when cars park on both sides:
 1. obstructs traffic flow
 2. creates a danger to those turning to/from these two streets
 3. impedes potential emergency vehicles and city service vehicles (buses, garbage trucks, etc), from being able to turn onto McAvoy.
2. McAvoy Drive runs parallel to Carothers Parkway. Due to the nature of this road, speeding often occurs within our residential community along this road. We would recommend the addition of stop signs at Liebler Lane making this a three way stop. We would also encourage an additional stop sign be added at the intersection of McAvoy and Courfield Drive making this a 4 way stop. This will assist in the reduction of speeding within the community.
3. On Liebler Lane as it approaches McAvoy Drive, we would also ask that you consider designating at least one side of the street as No Parking so that the congestion issues at this intersection are eliminated.

I am not sure what specifically you would need from our HOA to study this, but I would please ask that you do so as well as consider some of the potential solutions that we have identified.

Regards,

Christopher Edwards, President
Lockwood Glen Homeowner's Association

cc: Lockwood Glen Board of Directors and Property Managers

Sent from [Mail](#) for Windows

From: [Adam Moser](#)

Sent: Friday, July 28, 2023 8:59 AM

To: chris.lgboard@gmail.com

Cc: [Jimmy Wiseman](#); [Paul Holzen](#); [Emily Wright](#); [Steve Grubb](#); [Jerry Hatcher](#)

Subject: Fwd: Lockwood Glen McAvoy Dr/Liebler street safety considerations

Chris

Please let me know if there will be a formal request from the HOA for the city to study this intersection for a multi-way stop. This is required for a study to be conducted. The city does not mind conducting the study and making recommendations, but request must come from a neighborhood HOA. Thank you

Adam Moser
City Traffic

Begin forwarded message:

From: Steve Grubb <Steveg@franklintn.gov>
Date: July 28, 2023 at 9:30:45 AM EDT
To: Brian McLaughlin <bridgewatercon@sbcglobal.net>
Cc: Paul Holzen <paul.holzen@franklintn.gov>, Jerry Hatcher <jerry.hatcher@franklintn.gov>, Chris Edwards <chris.lgboard@gmail.com>, Emily Wright <emily.wright@franklintn.gov>, Adam Moser <adam.moser@franklintn.gov>
Subject: FW: Lockwood Glen McAvoy Dr/Liebler street safety considerations

Brian,

I have read the attachment. I will discuss your letter with the City of Franklin, Traffic Engineer, Adam Moser. We will follow up with our colleagues in the Planning Dept. and one of us will be back in touch by the end of August, to discuss our intentions moving forward.

Kind regards,

Grubb

From: Brian McLaughlin <bridgewatercon@sbcglobal.net>
Sent: Friday, July 28, 2023 6:47 AM
To: Steve Grubb <Steveg@franklintn.gov>
Cc: Chris Edwards <chris.lgboard@gmail.com>
Subject: Lockwood Glen McAvoy Dr/Liebler street safety considerations

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good Morning Steve Grubb

I respectfully request your review and consideration of the issues and recommended solutions to street safety issues on streets McAvoy Drive and Liebler in Lockwood Glen Franklin Tn.

The attached information was presented to Franklin Municipal Planning Commission at the July 27 2023 meeting and a copy has been forwarded to the President of Lockwood Glen HOA Chris Edwards.

Thank you for your consideration of this important matter.

Brian McLaughlin 2015 McAvoy Drive

email bridgewatercon@sbcglobal.net

DATE: September 5, 2023

TO: Eric Stuckey, City Administrator

FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT: McAvoy Drive & Liebler Lane Multiway Stop

Purpose

The purpose of this memo is to describe the results of a study that was performed to determine if a multiway stop and crosswalk across McAvoy Drive could be installed at the intersection with Liebler Lane, as requested by the HOA on July 30, 2023.

Background

Liebler Lane is one of the main access points into Lockwood Glen. This access connects to Carothers Parkway which allows residents quick access to I-65 and the rest of Franklin. There is a school bus stop near the intersection of Liebler Lane & McAvoy Road. The intersection of McAvoy Road & Liebler Lane can be seen in Figure 1.

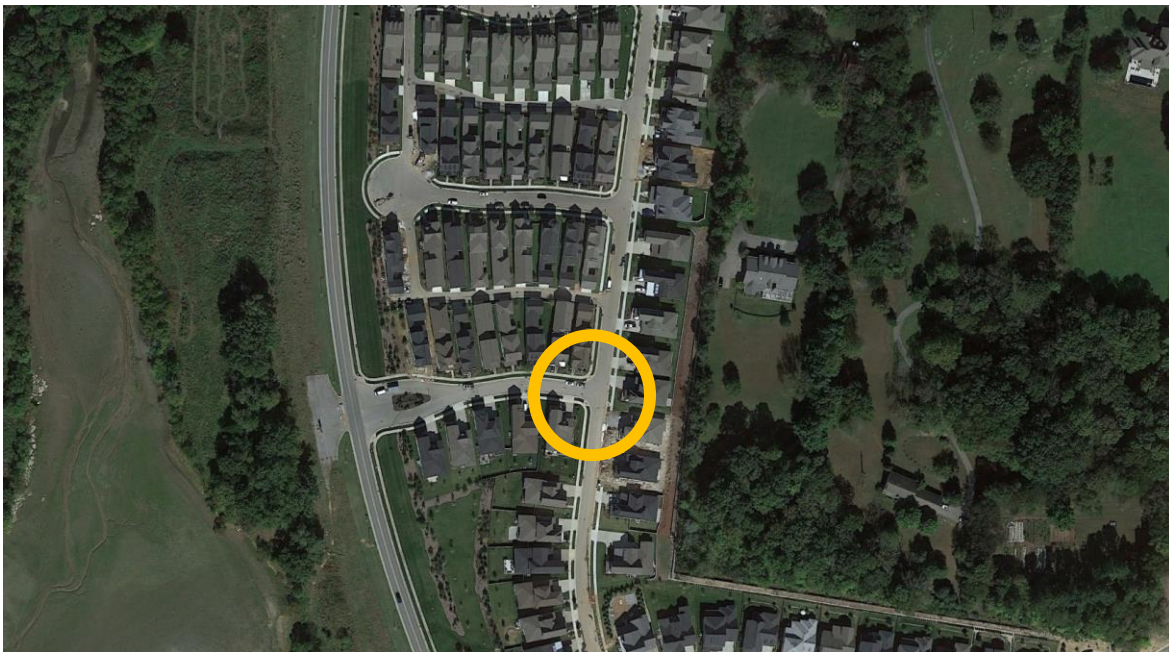


Figure 1: McAvoy Road & Liebler Lane

Justification

The school bus stop near the intersection requires some students and parents to walk across McAvoy Road. As this is one of the main access points into the neighborhood, there are vehicle to

pedestrian conflicts as this is a main entrance for vehicles entering and exiting the area. The intersection of McAvoy Road & Liebler Lane has similar volumes on two of the three approaches. With the two approaches of this intersection having equal volume and a bus stop being near the intersection drawing pedestrians across McAvoy Road, it is recommended that the intersection become an all-way stop.

Recommendations

It is recommended that a multiway stop and crosswalk markings be installed on McAvoy Drive at the intersection with Liebler Lane. Pedestrian ramps have already built across the southside of this intersection so additional sidewalk construction would not be required. Along with the crosswalk, it is also recommended that stops signs and stop lines be placed on McAvoy Road for both the northbound and southbound approaches. The work to be performed is summarized in Exhibit A below.

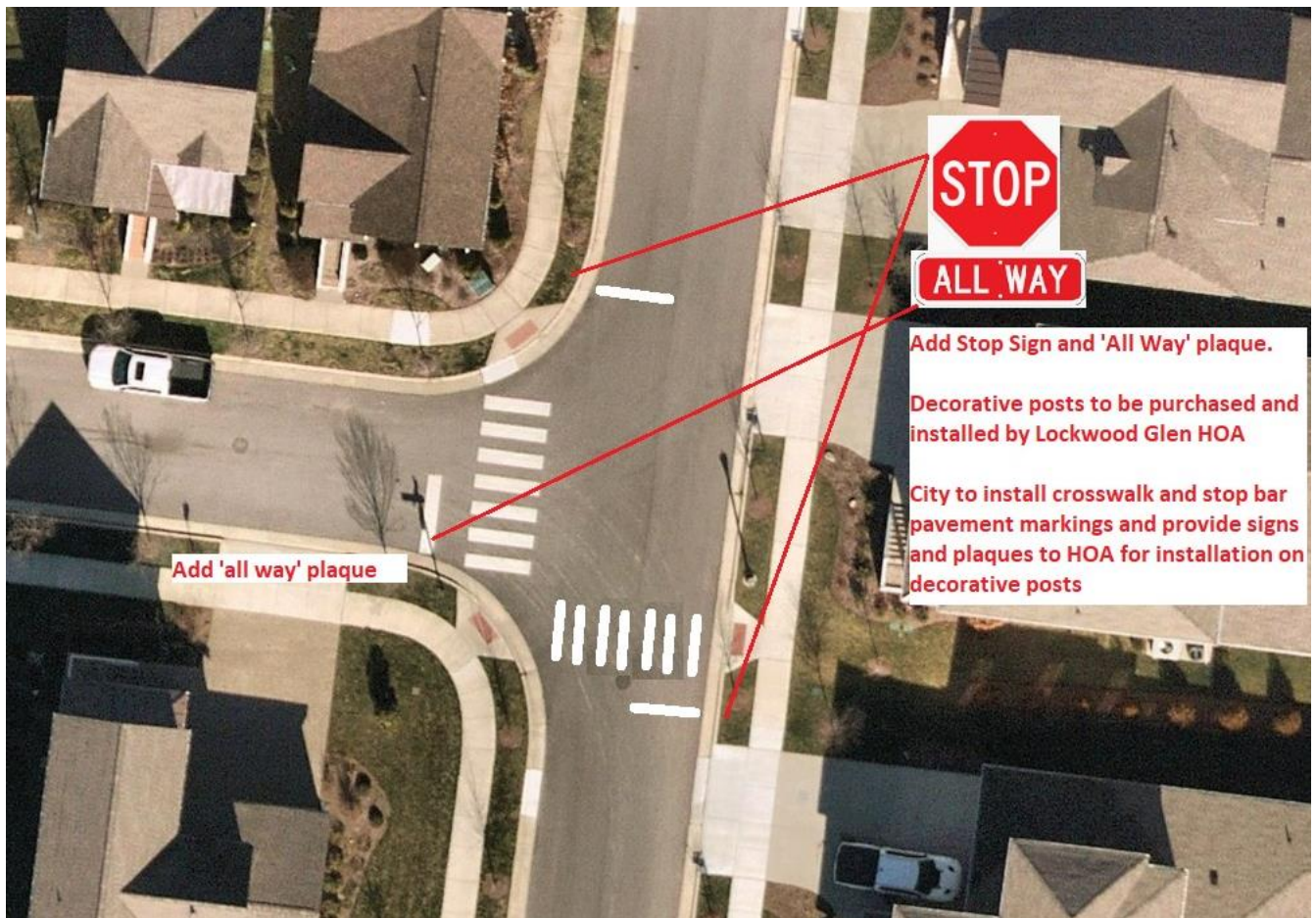


EXHIBIT A



File #: 21-05211

DATE: September 7, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Resolution 2023-67, A Resolution To Rescind Resolution 2019-92 And Provide A Design Concept For The Lewisburg Avenue Pedestrian Improvements Projects

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-67.

BACKGROUND/STAFF COMMENTS:

On August 13th, 2019 the Board of Mayor and Aldermen (BOMA) approved Resolution 2019-68, "A Resolution To Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program)". The Lewisburg Avenue Pedestrian Improvements Project was one of the projects approved by the Board of Mayor and Aldermen. On October 8th, 2019, BOMA approved Resolution 2019-92, "A Resolution To Select The Pedestrian Improvements Design Concept For The Lewisburg Avenue Pedestrian Improvements Projects". As approved, the project included a 12' wide multipurpose trail from Stewart Street to Mack Hatcher on the West Side of Lewisburg. As approved, the project would have major impacts to our Collins Farms. After reviewing the impact with the Parks Department, city staff recommends that we modify the design to start the multipurpose trail at Bonsal Way.

FINANCIAL IMPACT:

No major financial impact. The design firm is going to try to accommodate this change within the existing budget.

RECOMMENDATION:

Staff recommends that Resolution 2023-67 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2023-67

A RESOLUTION TO RESCIND RESOLUTION 2019-92 AND PROVIDE A DESIGN CONCEPT FOR THE LEWISBURG AVENUE PEDESTRIAN IMPROVEMENTS PROJECTS

WHEREAS, On August 13th, 2019 the Board of Mayor and Aldermen approved Resolution 2019-68, "A Resolution to Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program)"; and

WHEREAS, On October 8th, 2019 the Board of Mayor and Aldermen approved Resolution 2019-92, "A Resolution To Select The Pedestrian Improvements Design Concept For The Lewisburg Avenue Pedestrian Improvements Project"; and

WHEREAS, City staff is seeking additional direction on the limits and scope associated with the project prior to starting the right-of-way acquisition phase.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that:

Section 1. Resolution 2019-92 is rescinded by the Board of Mayor and Aldermen

Section 2. The Board of Mayor and Aldermen select the design concept as shown on Exhibit A, as the preferred design concept for Lewisburg Avenue Pedestrian Improvements Project.

Section 3. City staff is directed to proceed with updating the design, finalizing the right-of-way acquisition, and initiating the construction phase of the project.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

ATTEST:

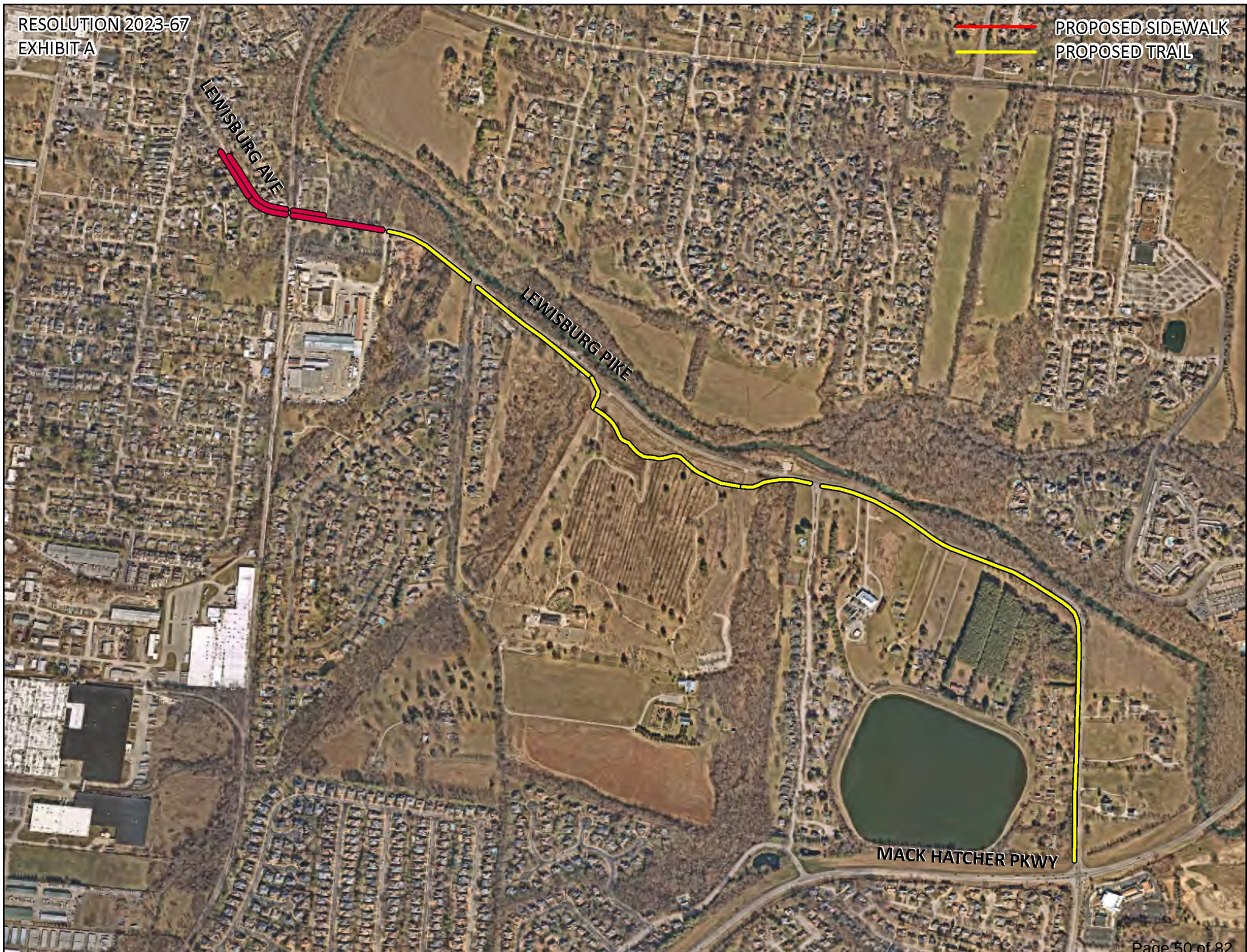
CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires, Assistant City
Attorney



RESOLUTION NO. 2019-92

A RESOLUTION TO SELECT THE PEDESTRIAN IMPROVEMENTS DESIGN CONCEPT FOR THE LEWISBURG AVENUE PEDESTRIAN IMPROVEMENTS PROJECT

WHEREAS, on August 13, 2019, the Board of Mayor and Aldermen approved Resolution 2019-68, "A Resolution to Adopt the Project List for the FY 2019-2028 CIP (Capital Investment Program)"; and

WHEREAS, Lewisburg Avenue Sidewalk Improvements was included in that proposed Capital Investment Plan at an estimated cost of \$1,162,260; and

WHEREAS, City staff is seeking additional direction on the limits and scope associated with the project prior to starting the design; and

WHEREAS, City staff has developed 4 options for consideration by the Board of Mayor and Aldermen, as shown on Exhibit A.

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

Section 1. The Board of Mayor and Aldermen select **Option 4**, as shown in Exhibit A, as the preferred design concept for Lewisburg Avenue Pedestrian Improvements Project.

Section 2. City staff is directed to proceed with the design, right-of-way acquisition, and construction for the project.

IT IS SO RESOLVED AND DONE on this 8th day of October 2019.

ATTEST:

By: Eric S. Stuckey
ERIC S. STUCKEY
City Administrator

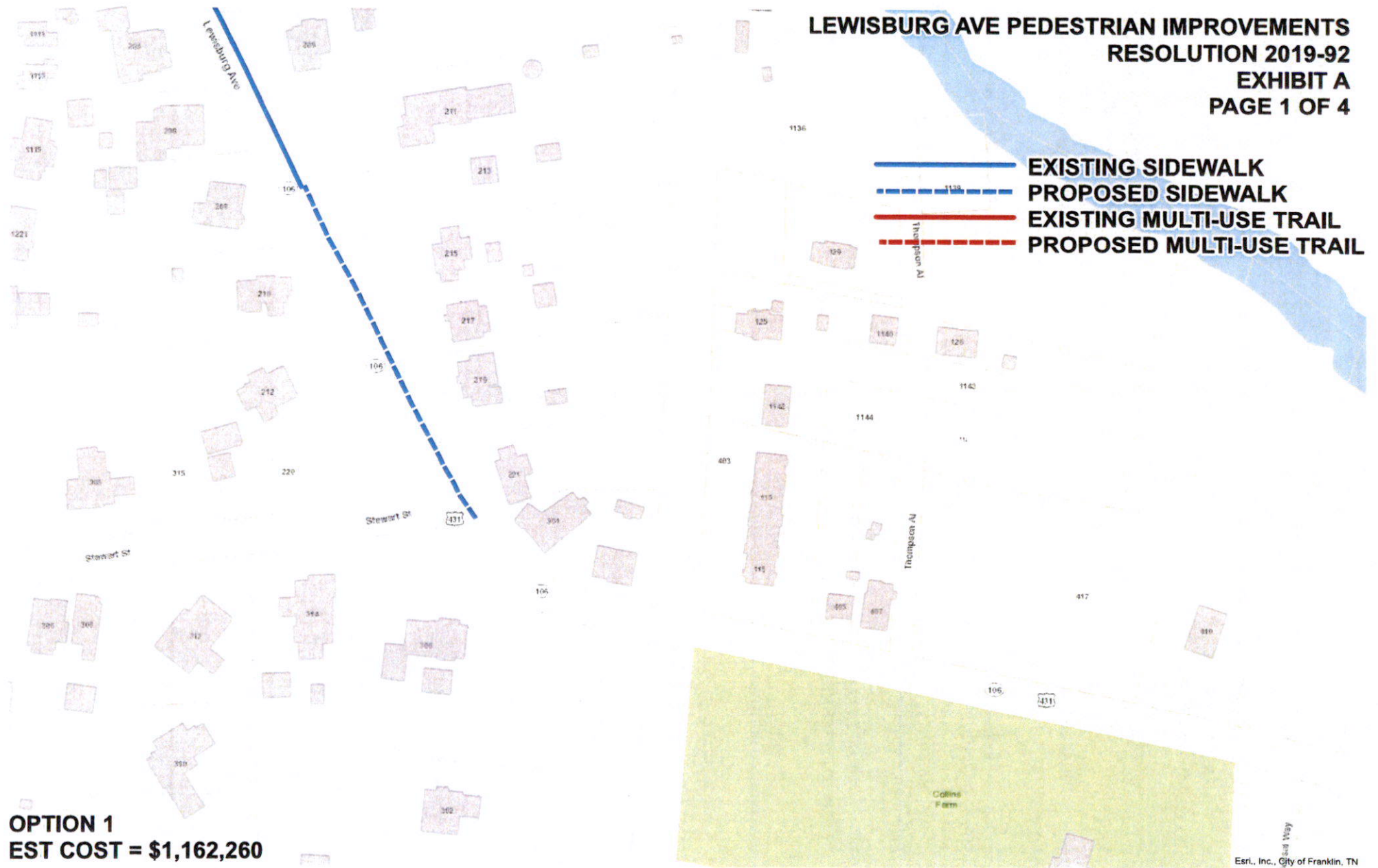
CITY OF FRANKLIN, TENNESSEE:

By: DR. KEN MOORE
DR. KEN MOORE
Mayor

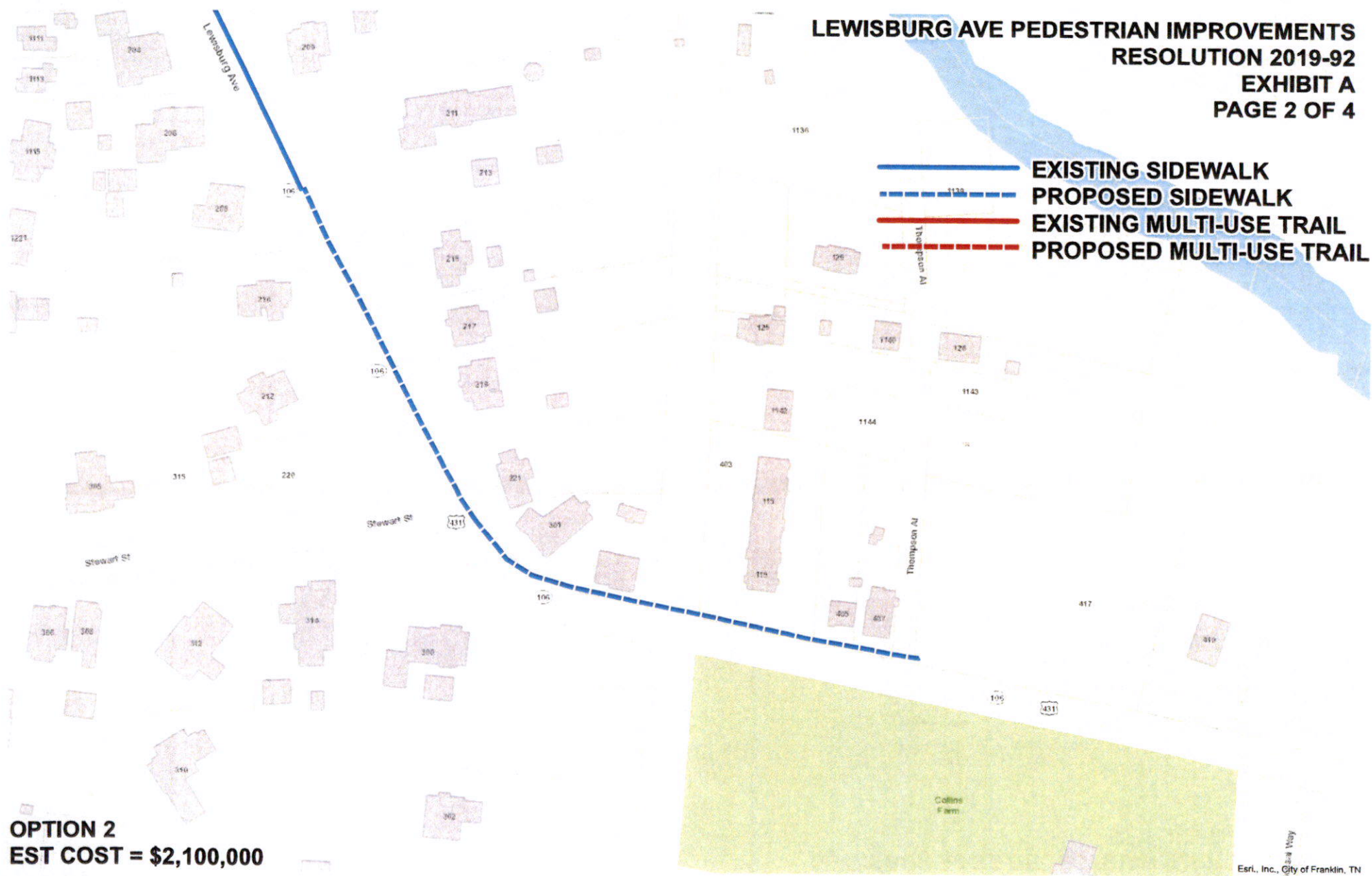
Approved as to Form:

By: Shauna R. Billingsley
Shauna R. Billingsley
City Attorney

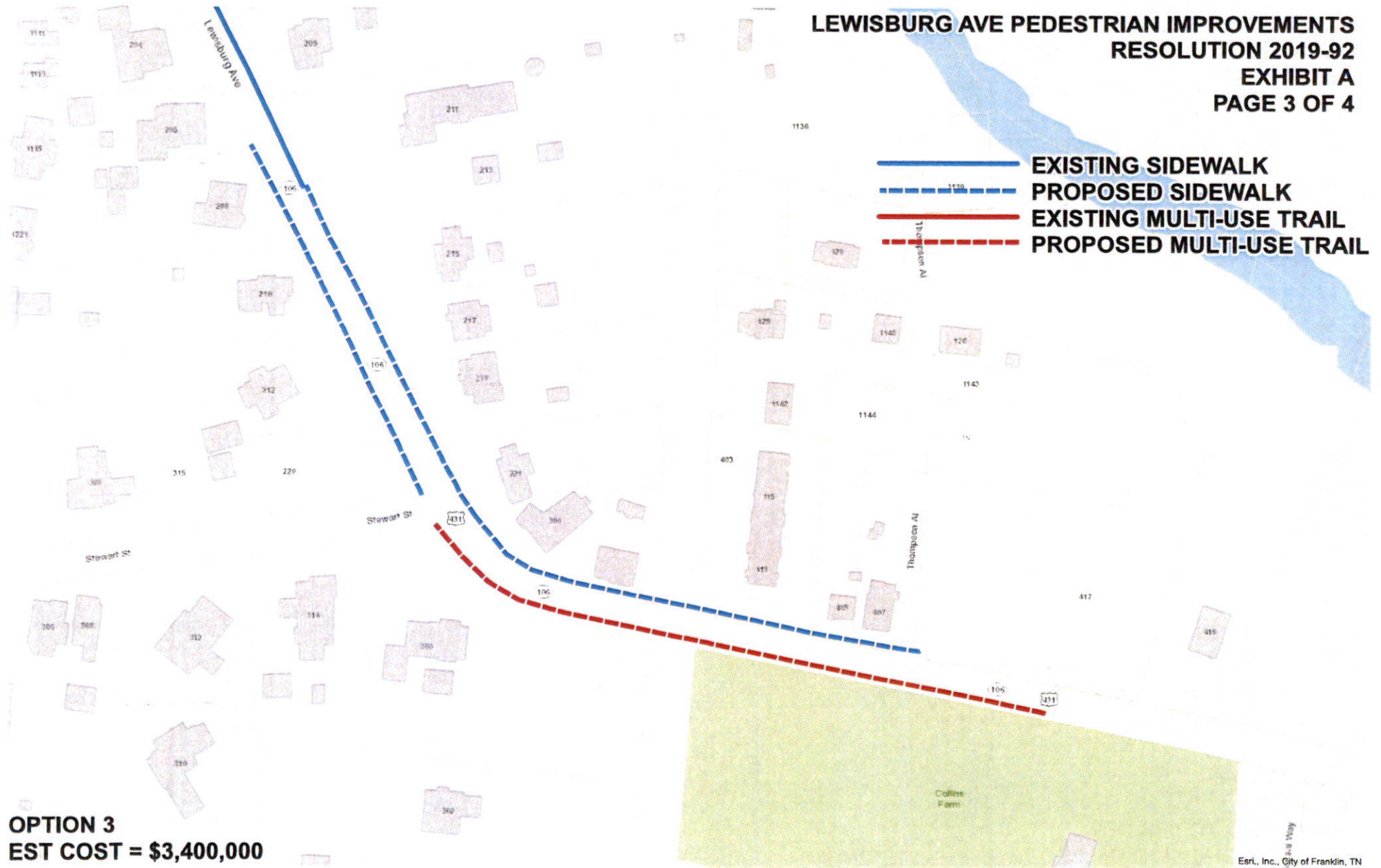
LEWISBURG AVE PEDESTRIAN IMPROVEMENTS
RESOLUTION 2019-92
EXHIBIT A
PAGE 1 OF 4



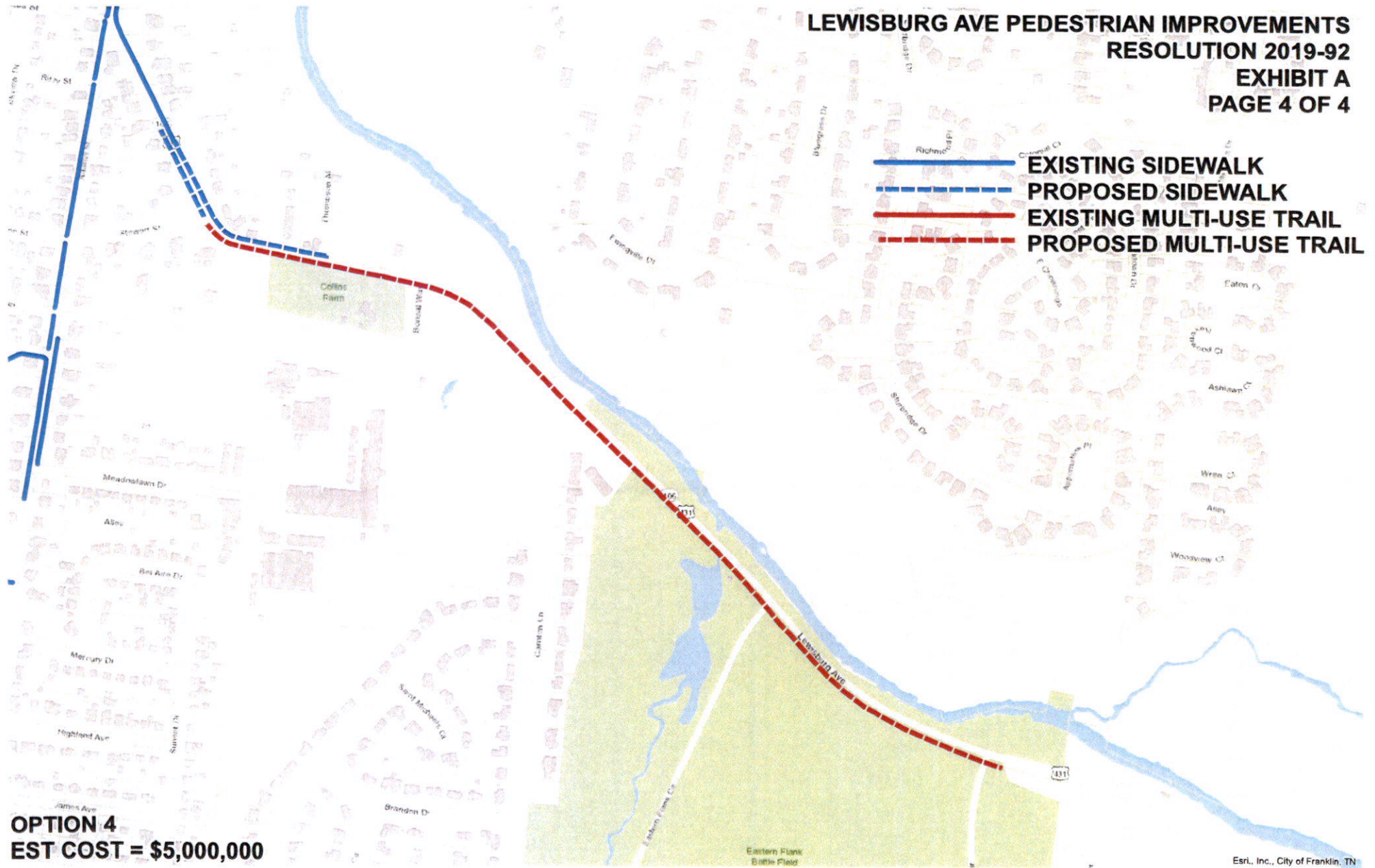
**LEWISBURG AVE PEDESTRIAN IMPROVEMENTS
RESOLUTION 2019-92
EXHIBIT A
PAGE 2 OF 4**



**LEWISBURG AVE PEDESTRIAN IMPROVEMENTS
RESOLUTION 2019-92
EXHIBIT A
PAGE 3 OF 4**



**LEWISBURG AVE PEDESTRIAN IMPROVEMENTS
RESOLUTION 2019-92
EXHIBIT A
PAGE 4 OF 4**





File #: 21-05248

DATE: September 14, 2023
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
David Hodnett, Staff Engineer
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of Change Order 1 And Change Order 2 To COF Contract No. 2022-0114 With Dement Construction Co, LLC For Harlinsdale Farm Multi-Use Path And Pedestrian Bridge (COF Project No. 2017-018 / TDOT PIN 126630.00) For A Cost Increase Of \$50,818.05

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 1 and 2 To COF Contract No. 2022-0114.

BACKGROUND/STAFF COMMENTS:

On February 28, 2023, the City of Franklin Board of Mayor and Alderman (BOMA) awarded, via Resolution 2022-69, the construction contract (COF Contract No. 2022-0114) for the "Harlinsdale Farm Multi-use Path and Pedestrian Bridge" project (TDOT PIN 126630.00) to Dement in the bid amount of \$3,563,898.03. The purpose of changing orders 1 and 2 is to add additional quantities to the project. Change Order 1 includes the addition of a turbidity curtain and seed w/ mulch. Change Order 2 includes additional work to add color to the proposed concrete.

FINANCIAL IMPACT:

The original contract amount for COF Contract No. 2022-0114 was \$3,563,898.03. The additional cost of Change Order No. 1 is \$9,909.00. The additional cost of Change Order No. 2 is \$40,090.05. This creates a new total contract ceiling of \$3,613,897.08.

RECOMMENDATION:

Staff recommends that Change Order No. 1 And 2 To COF Contract No. 2022-0114 be recommended for approval by the Board of Mayor and Aldermen.

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

Project Title/Termini:	<u>Harlinsdale Farm Multi-Use Path and Pedestrian Bridge</u>		
Owner:	<u>City of Franklin</u>	PIN:	<u>126630.00</u>
Address:	<u>109 3RD Avenue South</u>	State Project No.:	<u>94LPLM-F3-104</u>
	<u>Franklin, TN 37064</u>	Federal Project No.:	<u>TAP-9305(32)</u>
		Contract No.:	<u>2022-0114</u>
County:	<u>Williamson</u>		

Whereas, we Dement Construction Company, LLC with Travelers Casualty & Surety Company of America, as a Surety, entered into a contract with the City of Franklin, on February 2, 2023, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add items 209-13.04 (Turbidity Curtain) and 801-01 (Seed w/Mulch) to the project.

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

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

Original Construction Completion Time: 450 days (Date: 5/18/2024)

Original Contract Amount (A):	<u>\$3,563,898.03</u>
Previously Approved Change Orders (B):	<u>\$0</u>
Pending Change Orders (Awaiting Approval) (C):	<u>\$0</u>
Current Change Order Request (D):	<u>\$9,909.⁰⁰</u>
Proposed Total Change Order Amount (B)+(C)+(D):	<u>\$9,909.⁰⁰</u>
New Proposed Contract Amount (A)+(B)+(C)+(D):	<u>\$3,573,807.⁰³</u>

Contract Completion Time with Change Orders: 450 days (Date: 5/18/2024)

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

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
209-13.04	Turbidity Curtain	LF	0	100		\$33.57	\$3,357.00
801-01	Seed w/Mulch	Unit	0	130		\$50.40	\$6,552.00
						\$	\$
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						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
Total Net Amount Due Change							\$9,909.00

Now, Therefore, We, Dement Construction Company, LLC Contractors, and Travelers Casualty & Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for
Approval

Perry, Jon

Digitally signed by Perry, Jon
DN: cn=Perry, Jon, o=Dement Construction, ou=Engineering, email=jon.perry@tdot.tn.gov
Date: 2023.07.17 11:18:13 -0500

Engineer/CEI (Signature)

APPROVED

By Simchah Edwards at 2:55 pm, Jul 17, 2023

Date

Approved for
Eligibility

By:

Local Programs (Signature)

Date

Approved

By:

Contractor (Signature)

Date

By:

Surety (Signature)

Date

By:

Owner (Signature)

Date





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

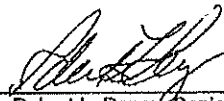
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Cody James McCluskey** of **GREENSBORO**, North Carolina, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

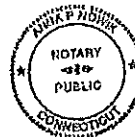
City of Hartford ss.

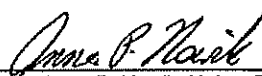
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

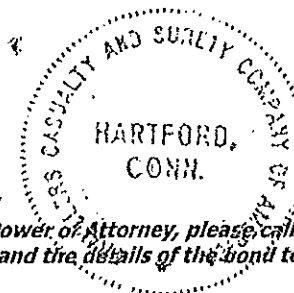
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **August**, 2023.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Supplemental Agreement and/or Request for Construction Change Change Order Request #2

Project Title/Termini:	<u>Harlinsdale Farm Multi-Use Path and Pedestrian Bridge</u>		
Owner:	<u>City of Franklin</u>	PIN:	<u>126630.00</u>
Address:	<u>109 3RD Avenue South</u>	State Project No.:	<u>94LPLM-F3-104</u>
	<u>Franklin, TN 37064</u>	Federal Project No.:	<u>TAP-9305(32)</u>
		Contract No.:	<u>2022-0114</u>
County:	<u>Williamson</u>		

Whereas, we Dement Construction Company, LLC with Travelers Casualty & Surety Company of America, as a Surety, entered into a contract with the City of Franklin, on February 2, 2023, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add item 104-03.30 Additional Work (add color to certain concrete items), CY

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

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

Original Construction Completion Time: 450 days (Date: 5/18/2024)

Original Contract Amount (A):	<u>\$3,563,898.03</u>
Previously Approved Change Orders (B):	<u>\$0</u>
Pending Change Orders (Awaiting Approval) (C):	<u>\$9909.00</u>
Current Change Order Request (D):	<u>\$40,090.05</u>
Proposed Total Change Order Amount (B)+(C)+(D):	<u>\$49,999.05</u>
New Proposed Contract Amount (A)+(B)+(C)+(D):	<u>\$3,613,897.08</u>

Contract Completion Time with Change Orders: 450 days (Date: 5/18/2024)

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 2**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

[illegible]

Now, Therefore, We, Dement Construction Company, LLC Contractors, and Travelers Casualty & Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

Perry, Jon

Digitally signed by Perry, Jon
DN: E=jperry@cecinc.com, CN="Perry, Jon",
OU=Users, OU=Nashville, DC=cecinc, DC=com
Date: 2023.08.15 11:19:14-05'00'

Engineer/CEI (Signature)

Date _____

Approved for Eligibility

By:

Local Programs (Signature)

APPROVED

By Simchah Edwards at 2:08 pm, Aug 18, 2023

Approved

By:

Contractor (Signature)

Date _____

09/18/2023

Date _____

9.15.202

By:

Surety (Signature)

Date _____

By: _____
Owner (Signature) Date



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Cody James McCluskey** of **GREENSBORO**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

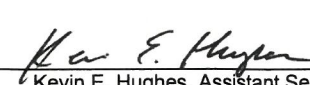
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15** day of **September**, **2023**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



File #: 21-05255

DATE: September 19, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2021-0321, With CT Consultants, Inc., To Include Geotechnical Services For Design/Right-Of-Way Plans For The Church Street Improvements Project At A Cost Increase of \$48,000

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. 2021-0321, a Professional Services Agreement (PSA) with CT Consultants, Inc. (CTC) for the Design/Right-Of-Way Plans for the Church Street Improvements Project at a cost increase of \$48,000.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, was included on that adopted project list. On November 12, 2019, the BOMA approved a PSA (COF Contract No. 2019-0280) with CTC for the Preliminary/Functional Design of the Church Street Improvements Project. CT Consultants prepared "high-level" functional roadway and utility plans for the project area. The anticipated improvements include:

- water and sanitary sewer upgrades,
- a new 60-inch storm sewer trunk line (proposed to help with the Parkview area drainage concerns),
- the potential relocation of aerial utilities to underground duct banks,
- new storm sewer infrastructure,
- new sidewalks, and
- upgraded street lighting.

The functional design was also coordinated with the New City Hall Facility Project. The

preliminary/functional design studied the option of relocating the overhead electrical and communication utilities to underground duct banks and installing uniform decorative street lighting. At the BOMA Work Session on September 28, 2021, staff presented these options. Based on feedback from that meeting, the scope of services for PSA (COF Contract No. 2021-0321) was developed to incorporate the relocation of existing overhead utilities to underground locations and to include decorative street lighting. On January 25, 2022, the BOMA formally approved that PSA (COF Contract 2021-0321), authorizing CTC to prepare the design through full right-of-way plans, which are necessary to allow for the acquisition of all necessary project easements and/or right-of-way.

This Amendment 1 to the PSA (COF Contract 2021-0321) is for geotechnical services to provide additional preliminary subsurface information to help finalize the design of the proposed storm sewer included with the Right-of-Way Plans for the Church Street Improvement Project. Please see the attached proposal letter from CTC (Attachment A to Amendment 1) explaining the full details of the geotechnical scope of work.

FINANCIAL IMPACT:

This PSA Amendment 1 shall be paid a lump sum cost increase of \$48,000. The original PSA (COF Contract No. 2021-0321) total cost was \$598,000. With the approval of Amendment 1, the new contract ceiling will become \$646,000. The Church St. Improvements Project is included in the approved Capital Investment Plan. Expenses will be charged to General Ledger (GL) Code 310-89420-43100.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2021-0321 be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN/RIGHT-OF-WAY PLANS FOR THE CHURCH STREET IMPROVEMENTS PROJECT,
FROM COLUMBIA AVENUE TO 1ST AVENUE SOUTH/HARPETH RIVER
COF Contract No. 2021-0321**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20____, by and between the **City of Franklin, Tennessee** ("City") and **CT CONSULTANTS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, on **January 25, 2022**, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Design/Right-Of-Way Plans for the Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a **Fee Not-to-Exceed FIVE HUNDRED NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$598,000.00)** to provide **survey, engineering, and related technical services**, as detailed in the Scope of Services; and

WHEREAS, **additional geotechnical engineering services are required to better understand the subsurface conditions for the project's proposed storm sewer**; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated **August 21, 2023**, to provide the additional services requested by the City at a **Lump Sum Cost Increase of FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00)**; 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 **August 21, 2023**, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the **Lump Sum** amount of **FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00)**.

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 **January 25, 2022**, 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:

CT CONSULTANTS, INC.:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

William E. Squires,
Assistant City Attorney



August 21, 2023

Mr. William Banks
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064

Re: Amendment No. 1 (Geotechnical Services)
Church Street Improvements Project
Franklin, Tennessee
COF Contract No. 2021-0321/CT No. 19110001

Dear William:

CT Consultants (CT) appreciates the opportunity to submit the following amendment for geotechnical services to provide preliminary subsurface information for a proposed storm sewer included with the Design/Right-of-Way Plans for the Church Street Improvement Project.

Based upon the preliminary plans (dated 1/12/23) prepared by our office, we are proposing to drill 24 auger / DPT test-probe borings through the soil overburden to auger refusal (possibly bedrock) or to an approximate depth of 2 feet below the deepest invert level of the 3 storm sewer options, whichever of the two is shallower. The borings will probably range from about 16 to 22 ft deep along the alignment and will be spaced roughly 100 feet apart. About 1/3 of the borings will be drilled with sampling using the SPT method. Because the depth to refusal might be highly variable, we propose to drill 3 of the 24 borings within 10 feet of a nearby boring to help with a preliminary assessment of this potential variability. The location of these 3 borings will be a field-decision based on actual conditions encountered in the primary 21 borings. The depth to groundwater will be measured during drilling and upon completion of drilling. Our report will include additional groundwater information based on area experience and the close proximity to the Harpeth River. The subsurface study includes a raw-data report that documents the drilling data and some preliminary and limited geotechnical comments and recommendations, including suggestions for additional investigation and perform limited rock coring if refusal is shallower than the planned depths. This proposal includes, set-up, utility clearing, drilling with traffic control, documenting, and presenting the final data. We anticipate that the field work will take three days.

Further, we will drill 6 additional borings, 3 of which will be in the pavement and 3 in a grass field. We understand that we have been given oral permission from the owner, John Ligon, to enter and drill in the grass field. The 6 borings will be augered to refusal and will include SPT testing and sampling. We will then continue the boring below the refusal stratum into the apparent bedrock, going about 10-ft deep or to at least 5 feet below the pipe's invert elevation. If refusal occurs up to 3 feet below the anticipated pipe invert level, no rock coring will be performed. We anticipate that the fieldwork will take up to 3 days. This proposal includes drilling, patching the borehole, underground utility clearing, traffic control, and documenting the results in report format. We will provide general comments on rock-removal methods such as blasting and hoe-ramming. We will also mention specialized chemical fracturing of bedrock (for rock removal without blasting); however, these methods are not commonly used in the Middle Tennessee area. Ultimately, tbd, it might be necessary to talk with a specialty contractor who performs such work.



August 21, 2023
Mr. William Banks
Page | 2

CT will provide the above described scope of services for a not to exceed fee of \$48,000.00.

Again, CT is very pleased to continue working with the City of Franklin on the Church Street Improvements Project. Please review the proposal and call me at 615-349-4025 or by email at jgolias@ctconsultants.com to discuss any questions you may have.

Respectfully,

CT Consultants, Inc.

James G. Golias II, P.E.
Regional Manager



File #: 21-05257

DATE: September 19, 2023
TO: Capital Investment Committee
FROM: Mark Hilty, Asst. City Administrator Public Works
Paul Holzen, Director of Engineering
Jeff Willoughby, Stormwater Coordinator

SUBJECT:

Consideration Of COF Contract No. 2023-0284, A Memorandum Of Understanding With Cumberland River Compact For The Ralston Branch At Pinkerton Park Stream Restoration Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an Memorandum Of Understanding between the City and the Cumberland River Compact for a Stream Restoration project at Pinkerton Park.

BACKGROUND/STAFF COMMENTS:

The City of Franklin's Engineering Department Stormwater Division has a contract (2018-0270) with the Cumberland River Compact (CRC) which is a non-profit watershed organization that focuses on water quality improvements within the Harpeth River watershed, in which the City of Franklin is located. This contract focuses on assisting the City in meeting it's NPDES MS4 permit requirements from the State. Part of CRC's focus has been to look for grants which would help with watershed improvement projects within the City of Franklin. A section of impaired water that could be restored within Ralston Branch that flows through Pinkerton Park was identified by CRC and City Staff. CRC used this section of stream to apply for a 319c grant that provided cost share funding and was selected by the State. Staff wishes to enter into a Memorandum of Understanding with CRC that outlines the project expectations by the City.

FINANCIAL IMPACT:

\$75,000.00 for FY23/24 will come from the Stormwater Fund to start design work and the remaining \$125,000 will be evaluated as part of the FY24/25 budget.

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0284 be recommended for approval by the Board of Mayor and Aldermen.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MUNICIPAL GOVERNMENT OF THE CITY OF FRANKLIN
AND
CUMBERLAND RIVER COMPACT**

This Agreement by and between the City of Franklin (hereinafter “the COF”), and the Cumberland River Compact (hereinafter “CRC”), 35 Peabody Street, #305, Nashville Tennessee 37210 is entered into on this the ____ day of _____, 2023.

WHEREAS, the COF has an NPDES MS4 permit from the State, and issues arise related to improving water quality conditions within COF streams, rivers, and wetlands due to water quality impairments; and

WHEREAS, the Board of Mayor and Aldermen approved Contract 2018-0270, establishing a partnership between the COF and CRC to promote and conduct water quality initiatives within the COF; and

WHEREAS, CRC applied and received a State 319c Grant (Exhibit B) for One Hundred Sixty Three Thousand Dollars (\$163,000.00) which requires a COF contribution of Two Hundred Thousand Dollars (\$200,000.00), to perform the Ralston Branch at Pinkerton Park Stream Restoration Project (hereinafter “the stream restoration”); and

WHEREAS, the COF and CRC desire to enter into this Memorandum of Understanding to document their agreement concerning the Ralston Branch at Pinkerton Park Stream Restoration, as well as all details relating to same.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

A. SCOPE:

1. Subject to approval of the Board of Mayor and Alderman, COF will allow CRC to perform a stream restoration (Exhibit A) within COF Pinkerton Park starting from the mouth of Ralston Branch (Lat 35.923425, Long -86.861611) upstream approximately 883 feet to the COF property boundary (Lat 35.922681, Long -86.859728) under COF Contract No. 2018-0270.

2. The COF will provide matching funds per the grant contract (Exhibit A) to design and construct the stream restoration.
3. CRC will follow all COF procurement policies regarding design consultant and contractor selection.
4. CRC and COF will work jointly in selection of design consultant and contractor to perform the Stream Restoration. COF reserves final right in selection process.
5. CRC will oversee, permit, and manage the Stream Restoration project but include COF in all meetings, emails, discussions, etc., and seek COF guidance in any decision-making process including but not limited to: Design meetings, site visits, site inspections, design review, progress meeting, change orders, permitting, and final walk throughs.
6. CRC will acquire all necessary permits (City, State, Federal, and any others required) and is to ensure compliance with said permits for the Stream Restoration.
7. The Stream Restoration, regardless of unforeseen conditions by either party or any other conditions, is expected to be completed by CRC within one (1) year of the start date. If additional time is necessary, and an extension of time is mutually agreed upon by COF and CRC, then COF and CRC shall work together to accommodate the extension and associated work.
8. CRC shall oversee any post construction inspections and maintenance requirements of State or Federal permitting. This agreement shall terminate after State and Federal permitting requirements are met and the COF gives final project approval.
9. CRC and its consultants and contractors will coordinate the Stream Restoration work with the COF Stormwater Management Coordinator and COF Parks Department Staff to minimize disruption and not negatively impact either the use of Pinkerton Park by its visitors or Parks Department Staff's normal maintenance activities.
10. COF grants CRC, and its agents, a Right of Entry onto Pinkerton Park associated with the Stream Restoration at times mutually agreeable to the parties, subject to Paragraph (9) above. Said Right of Entry shall endure for the duration of the Stream Restoration, and shall automatically terminate upon final approval and acceptance by COF of the project.
11. In the event that the Stream Restoration exceeds the project budget, the COF and CRC shall work together in good faith to either bring the project scope into budget or secure additional funds to complete the original scope.

B. TERMS AND CONDITIONS:

1. This Memorandum of Understanding may be modified, or terminated, by written amendment that is executed and approved by the appropriate signatories of the parties on the signature page of this Memorandum of Understanding.

2. No person on the grounds of handicap, age, race color, religion, sex national origin or any other classification protected by the Constitution of the United States or the Constitution of the State of Tennessee, or and state or federal laws, shall be excluded from participation in, or be denied benefits of, or otherwise subjected to, discrimination in the performance of this Memorandum of Understanding.
3. Neither party shall assign its rights hereunder.
4. This Memorandum of Understanding contains the entire understanding between the parties relating to the subject matter contained herein.

IN WITNESS WHEREOF, each party has caused this MOU to be executed by an authorized person effective as of the date and year written below.

City of Franklin

Cumberland River Compact

By: _____
Mayor Ken Moore

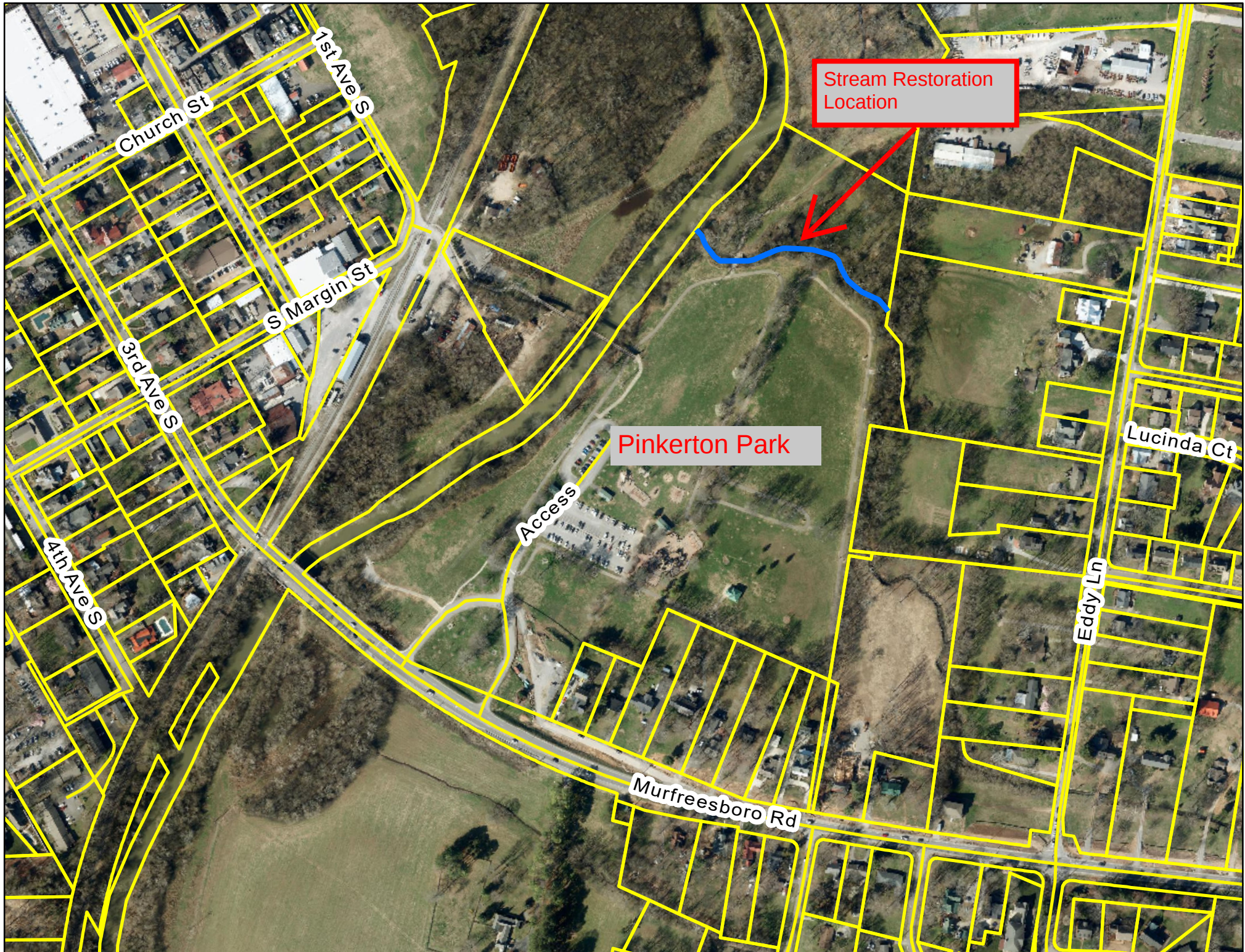
By: _____
Mekayle Houghton Executive
Director

Date: _____

Date: _____

Approved as to form only:

William E. Squires
Assistant City Attorney



 GRANT CONTRACT (cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)					
Begin Date 8/20/2022		End Date 7/31/2025		Agency Tracking # 32501-00423	Edison ID
Grantee Legal Entity Name Cumberland River Compact					Edison Vendor ID 0000074780
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Harpeth River - Spencer Creek Watershed Restoration, Ph. I					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023		\$163,000.00			\$163,000.00
TOTAL:		\$163,000.00			\$163,000.00
Ownership/Control ☐ Minority Business Enterprise (MBE): ☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American ☐ Woman Business Enterprise (WBE) ☐ Service-Disabled Veteran Enterprise (SDVBE) ☐ Disabled Owned Businesses (DSBE) ☐ Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. ☐ Government ☒ Non-Minority/Disadvantaged ☐ Other:					
Grantee Selection Process Summary ☒ Competitive Selection Every year RFP's are solicited from local governments, regional agencies, public institutions, private nonprofit organizations, and agencies of state government. By using a point system, proposals are evaluated against the granting agency's criteria for meeting its goals and objectives. ☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GR</i>	
Speed Chart (optional)		Account Code (optional) 71304000			

GRANT BUDGET				
CRC - Harpeth River - Spencer Creek Watershed Restoration: Ph. I				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 8/20/2022 END: 7/31/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	41,625.00	5,000.00	46,625.00
4, 15	Professional Fee, Grant & Award ²	0.00	175,000.00	175,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	105,875.00	0.00	105,875.00
11. 12	Travel, Conferences & Meetings	3,000.00	0.00	3,000.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	2,500.00	0.00	2,500.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	10,000.00	0.00	10,000.00
24	In-Kind Expense	0.00	20,000.00	20,000.00
25	GRAND TOTAL	163,000.00	200,000.00	363,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>)

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES, BENEFITS & TAXES	AMOUNT
Primary Bank Stabilization planning and oversight – Project Manager	\$10,000.00
Informational sign content development and design - Project Manager	2,000.00
Secondary bank stabilization design and implementation - Project Manager	12,000.00
Riparian buffer plantings outreach, planning, and implementation - Project Mgr.	8,000.00
Depaving/stormwater retrofit planning and implementation - Project Manager	7,625.00
Stream Cleanups (3) planning, organization, and implementation - Project Manager	2,000.00
TOTAL	\$41,625.00

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Primary bank stabilization materials (stones, logs, etc.)	\$60,000.00
Informational sign and associated supplies	1,000.00
Secondary bank stabilization materials (coir/cedar logs, wire, etc.)	25,000.00
Supplies for riparian plantings (trees, tools, etc.)	2,000.00
Supplies for stream cleanups (garbage bags, tools)	375.00
Material/equipment rental for depave/stormwater retrofit	17,000.00
Telephone, project webpage, project emails	500.00
TOTAL	\$105,875.00

ATTACHMENT C**FEDERAL AWARD IDENTIFICATION WORKSHEET**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Cumberland River Compact
Subrecipient's Unique Entity Identifier (SAM)	GPMXA715RHV3
Federal Award Identification Number (FAIN)	99467621
Federal award date	9/01/2021
Subaward Period of Performance Start and End Date	8/20/2022
Subaward Budget Period Start and End Date	7/31/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	66.460 – Nonpoint Source Implementation
Grant contract's begin date	8/20/2022
Grant contract's end date	7/31/2025
Amount of federal funds obligated by this grant contract	\$163,000.00
Total amount of federal funds obligated to the subrecipient	Unknown
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,682,200.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Nonpoint Source Implementation Grants
Name of federal awarding agency	U.S. Environmental Protection Agency
Name and contact information for the federal awarding official	Keva R. Lloyd, Grants Mgmt. Officer U.S. EPA, Region 4 Water Division 61 Forsyth St. Atlanta, GA 30303-8960
Name of pass-through entity	TN Department of Agriculture
Name and contact information for the pass-through entity awarding official	Sam Marshall Sam.marshall.@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	15.09%



File #: 21-05262

DATE: September 21, 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 September 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:

Go to the City of Franklin's main website at: <https://www.franklintn.gov/>,
Hover your cursor over "**Our City**" or "**Business**",
Click on "[City Projects](#)",
Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

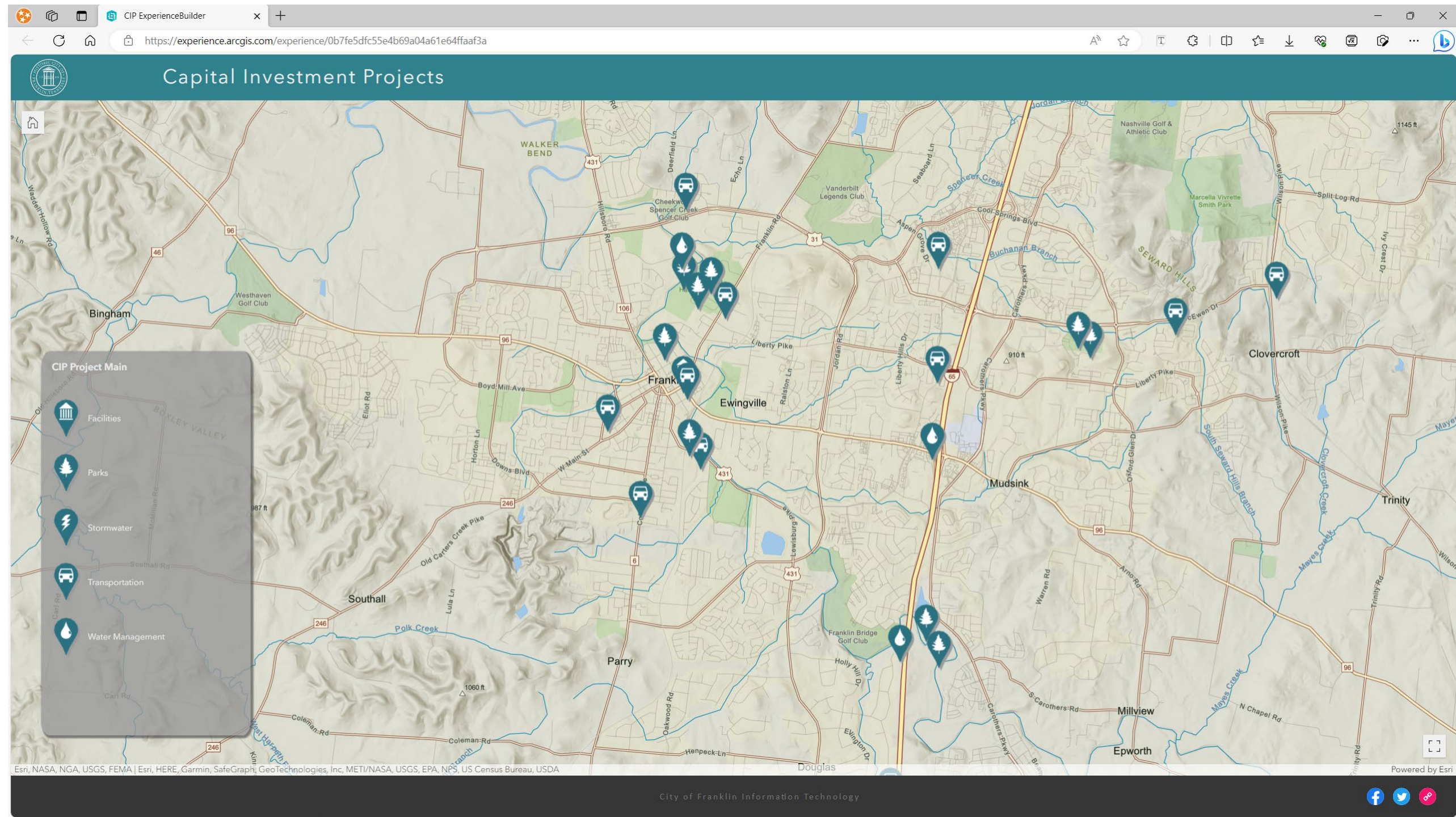


Image Captured from City of Franklin Website on 09/21/2023

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](#)”