



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, November 30, 2017

4:00 PM

Board Room

Call To Order

1. [17-1008](#) Approval of Minutes from October 26, 2017.
2. [17-1006](#) Election of Chairman and Vice-Chairman for 2018
3. [17-1017](#) Consideration of DRAFT Amendment No. 4 to TDOT Agreement 060118 (COF Contract No. 2011-0028) for the Hillsboro Road Improvements Project (PIN 108409.00)

Sponsors: Paul Holzen
Attachments: [COF2011-0028 Amendment#4 Hillsboro Exhibit A](#)
[COF2011-0028 Amendment#4 Hillsboro Rd Improvements](#)
4. [17-1028](#) Consideration of DRAFT Amendment No. 4 to Tennessee Department of Transportation (TDOT) Agreement No. 110291 (COF Contract No. 2011-0129) for the Franklin ITS Extension (PIN 116144.00 and Adaptive Signal Control Technology (PIN 116144.01) Projects for a Time Extension of One (1) Year

Sponsors: Paul Holzen and Engineering
Attachments: [C2011-0129_Amendment4_TDOT](#)
5. [17-1030](#) Consideration of DRAFT Amendment No. 1 (COF Contract No. 2017-0283) to the Road Impact Fee Offset Agreement with Avalon Squared, LLC

Sponsors: Paul Holzen
Attachments: [COF 2017-0283 Exhibit A_RIF_Avalon_Squared.pdf](#)
[COF 2017-0283 RIF_Avalon_Squared.doc](#)

6. [17-1032](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2017-0297) with Civil & Environmental Consultants, Inc for the Carlisle Subdivision Channel Analysis for an Amount Not-to-Exceed \$18,500.00
- Sponsors:** Paul Holzen
- Attachments:** [COF 2017-0297 Carlisle Drainage Study.docx](#)
[COF 2017-0297 Carlisle Drainage Study.pdf](#)
[Preliminary Drainage Map.pdf](#)
7. [17-1025](#) Consideration of Change Order No. 2 to the Construction Contract (COF Contract No. 2015-0062) with Judy Construction for the Water Treatment Plant Modifications Project for a decrease of \$21,700.00 and a Time Extension of 92 calendar days (11/30/17 CIC 4-0)
- Sponsors:** Michelle Hatcher and Mark Hilty
- Attachments:** [2015-0062 Change Order no 2 Judy with attachment.Law Approved](#)
8. [17-1029](#) *Consideration of Amendment No. 5 to the Professional Services Agreement (COF Contract No. 2012-0183) with Smith Seckman Reid, Inc. (SSR) for the Water Treatment Plant (WTP) Modifications Project in an Amount Not-to-Exceed \$93,750.00 (11/30/17 CIC 2-1)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [COF 2012-0183 Amnd 5.SSR with attachment.Law Approved](#)
9. [17-1026](#) Consideration of Change Order No. 1 to the Construction Contract (COF Contract No. 2014-0288) with Revere Controls, Inc. for the Water Distribution and Collection System SCADA Improvements Project for a Time Extension of 51 calendar days (11/30/17 CIC 4-0)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2014-0288 Change Order 1 Revere Change Order 1 with letter SCADA Projec](#)
10. [17-1027](#) Consideration of a Professional Services Agreement (COF Contract No. 2017-0278) with Hazen and Sawyer for the Regulatory Assistance Project in an Amount Not-to-Exceed of \$24,500.00 (11/30/17 CIC 4-0)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2017-0278 Regulatory Assistance PSA with attachment.Law Approved](#)
11. [17-1031](#) Capital Projects Status Update
- Sponsors:** Engineering

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

EXHIBIT "A" for Amendment 4

AGREEMENT #: **060118**

PROJECT IDENTIFICATION #: **108409.00**

FEDERAL PROJECT #: **STP-EN-106(22)**

STATE PROJECT #: **94LPLM-F3-026**

PROJECT DESCRIPTION: Intersection Improvements on SR-106, (Hillsboro Road) Intersection at Claude Yates Drive, LM 15.99

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Intersection Improvements

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONSTRUCTION	ENH	80	0	20	\$625,000.00
CONSTRUCTION	STA	0	100	0	\$1,190,000.00
CONSTRUCTION	TDOTES	0	100	0	\$60,000.00
CONSTRUCTION	NON-PART	0	0	100	\$11,921,921.95

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: **STP: 23 U.S.C.A, Section 133**, Surface Transportation Program funds allocated or subject to allocation to the Agency.

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

Amendment Number: 4

Agreement Number: 060118

Project Identification Number: 108409.00

Federal Project Number: STP-EN-106(22)

State Project Number: 94LPLM-F3-026

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

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

Intersection Improvements on SR-106, (Hillsboro Road) Intersection at Claude Yates Drive, LM 15.99

1. The language of AGREEMENT # 060118 dated 4/13/2011 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 4.
2. The language of AGREEMENT # 060118 dated 11/4/2016 Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before **October 31, 2017**.

To

The Agency agrees to complete the herein assigned phases of the Project on or before **March 31, 2018**.

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

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____

**Ken Moore
Mayor**

Date

By: _____

**John C. Schroer
Commissioner**

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____

**Shauna Billingsley
Attorney**

Date

By: _____

**John Reinbold
General Counsel**

Date

Amendment Number: 4

Agreement Number: 110291

Project Identification Number: 116144.00 & 116144.01

Federal Project Number: STP-M-9305(26) & STP-M-9305(30)

State Project Number: 94LPLM-F3-039 & 94LPLM-F3-065

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

“EXPANSION OF THE CITY OF FRANKLIN'S CURRENT ITS INFRASTRUCTURE NETWORK CAPABILITIES INTO AREAS WITH EXTENSIVE CONGESTION TO INCLUDE CCTV, DMS, WEATHER COMMUNICATION, AND CONNECT TO TDOT & BRENTWOOD SYSTEMS”

1. The language of Agreement # 110291 dated December 5, 2016, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before **12/31/17**.

to

The Agency agrees to complete the herein assigned phases of the Project on or before **12/31/18**.

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

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Ken Moore **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Shauna Billingsley **Date** **John Reinbold** **Date**
Attorney **General Counsel**

Offset Request - Cool Springs Blvd			
Cool Springs Boulevard Extension (Including Roundabout)	Unit	Cost/Unit	Total
Land (167,853.60 SF) ^{Note 1}	100%	\$3.33	\$558,113.22
Design	90%	\$166,750.00	\$150,075.00
General Requirements	90%	\$73,493.00	\$66,143.70
Erosion Control Clearing Site Prep	90%	\$123,620.00	\$111,258.00
General Excavation	90%	\$452,740.00	\$407,466.00
Storm Sewer (Including CO1)	75%	\$197,480.00	\$148,110.00
Asphalt Paving Curbing	88%	\$357,198.00	\$314,334.24
Sidewalks	0%	\$66,758.00	\$0.00
Street Lighting	100%	\$72,532.00	\$72,532.00
Roadway Signage	100%	\$58,140.00	\$58,140.00
Survey / Testing / Quality Control	90%	\$39,338.00	\$35,404.20
Oxford Glen	Unit	Cost/Unit	Total
Land (19,528.83 SF) ^{Note 1}	0%	\$3.33	\$64,933.36
Design	10%	\$166,750.00	\$16,675.00
General Requirements	10%	\$73,493.00	\$7,349.30
Erosion Control Clearing Site Prep	10%	\$123,620.00	\$12,362.00
General Excavation	10%	\$452,740.00	\$45,274.00
Storm Sewer	25%	\$197,480.00	\$49,370.00
Asphalt Paving Curbing	12%	\$357,198.00	\$42,863.76
Sidewalks	100%	\$66,758.00	\$66,758.00
Street Lighting	0%	\$72,532.00	\$0.00
Roadway Signage	0%	\$58,140.00	\$0.00
Survey / Testing / Quality Control	10%	\$39,338.00	\$3,933.80
McEwen Drive	Unit	Cost/Unit	Total
Land (167,488.38 SF) ^{Note 1}	100%	\$3.33	\$556,898.86
Design	0%	\$0.00	\$0.00
Incremental Grading Only	100%		\$181,437.88

Total Arterial	\$2,659,913.10
Total Collector	\$309,519.22
Total Cost	\$2,969,432.32

Note1 - Land cost negotiated by COF and developer to be \$3.33 based on multiple appraisals.
- Incremental grading based on quantity and cost determined by the City Engineer.

Need contract for Design and copy of invoices paid with a release or letter from the firm (\$166,750).
Need a letter from the Developer indicated that all invoices have been paid to sub consultants.



105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com



FINAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish labor and materials for the construction of

**Cool Springs Blvd. Phase III
Eastern Termination of Cool Springs Blvd.
Franklin, TN**

of which

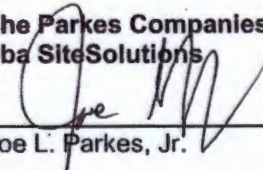
**Avalon Squared, LLC
105 Reynolds Drive
Franklin, TN 37064**

is the Owner, the undersigned, for consideration of and upon receipt of

Three Hundred Forty-One Thousand One Hundred Forty-Nine and NO/100 Dollars (\$341,149.00)

and other good and valuable considerations, acknowledges full and final payment of all work, service, and materials, and do(es) hereby waive and release any and all lien or claim of, or right to, lien relating to the above-described work and premises.

**The Parkes Companies, Inc.
dba SiteSolutions**



Joe L. Parkes, Jr.

Title President

Date _____

Notary

Corrinne B Mobley
5-24-2009

Commission Expires

Corrinne B Mobley
Signature

Revised 02/22/2006



Building Solutions, From the Ground Up!

APPLICATION AND CERTIFICATE FOR PAYMENT
OWNER: Avalon Squared, LLC
105 Reynolds Drive
Franklin, TN 37027

PAGE ONE OF 3 PAGES

PROJECT: Cool Springs Blvd Phase III
Eastern Termination of Cool Springs Blvd.
Franklin, TN

16

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 30-Sep-2007

VIA ARCHITECT: Ragan Smith & Associates
315 Woodland Street
Nashville, TN 37206-0070

FROM CONTRACTOR:
The Parkes Companies, Inc. dba SiteSolutions
105 Reynolds Drive
Franklin, TN 37064-2926

PROJECT NOS.: 05.085

☐

☐

☐

CONTRACT FOR: Phase 3 of Cool Springs Blvd Extension

CONTRACT DATE: 17-Sep-2003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. CONTINUATION SHEET is attached.

1. ORIGINAL CONTRACT SUM \$2,219,150
2. Net change by Change Orders \$67,082
3. CONTRACT SUM TO DATE (Line 1+2) \$2,286,232
4. TOTAL COMPLETED & STORED TO DATE \$2,286,232
(Column G on Cont. Sheet)

5. RETAINAGE:

a. 0.0% of Completed Work \$0
(Column D+E on G703)
b. 0.0% of Stored materials \$0
(Column F on G703)

Total retainage (Line 5a+5b or

Total in Column I of G703) \$0

6. TOTAL EARNED LESS RETAINAGE \$2,286,232

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$1,945,083

8. CURRENT PAYMENT DUE \$341,149

9. BALANCE TO FINISH, PLUS RETAINAGE

(Line 3 less Line 6) \$0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$67,234.07	\$152.07
TOTALS	\$67,234.07	\$152.07
NET CHANGES by Change Order	\$67,082.00	\$0.00

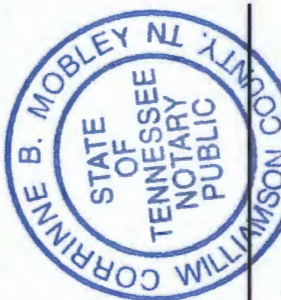
ver. 2.0 17-Apr-2000 rev.

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: The Parkes Companies, Inc. dba SiteSolutions, 105 Reynolds Drive, Franklin, TN

By: Chris Bagley Name: Chris Bagley, P.E. Title: Project Manager Date: 10/1/07

State of: Tennessee
County of: Williamson
Subscribed and sworn to before me this 1st day of October 2007



Notary Public: Corrinne B. Mobley
My Commission expires: 5-24-2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Date:

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certificate is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16

APPLICATION DATE: 1-Oct-2007

PERIOD TO: 30-Sep-2007

PROJECT NO: 05.085

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPL & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREV APPLICATION (D+E)						
	Design	\$166,750	\$0	\$166,750	\$0		\$166,750	\$0	0
	General Requirements	\$73,493	\$0	\$0	\$1,470		\$73,493	\$0	0
	Erosion Control / Cleaning / Site Prep & Stabilization	\$123,620	\$0	\$123,620	\$0		\$123,620	\$0	0
	General Excavation	\$452,740	\$0	\$452,740	\$0		\$452,740	\$0	0
	Storm Sewer	\$197,632	\$0	\$197,632	\$0		\$197,632	\$0	0
	Box Culverts & Retaining/Wing Walls	\$0	\$0	\$0	\$0		\$0	\$0	0
	Gas Lines	\$13,653	\$0	\$13,653	\$0		\$13,653	\$0	0
	Water Lines	\$223,638	\$0	\$223,638	\$0		\$223,638	\$0	0
	Sanitary Sewer	\$10,249	\$0	\$10,249	\$0		\$10,249	\$0	0
	Asphalt Paving, Curbing & Striping	\$357,198	\$0	\$350,054	\$7,144		\$357,198	\$0	0
	Sleeving	\$7,015	\$0	\$7,015	\$0		\$7,015	\$0	0
	Site Concrete	\$66,758	\$0	\$66,758	\$0		\$66,758	\$0	0
	Electrical & Telephone Distribution	\$356,394	\$0	\$356,394	\$0		\$356,394	\$0	0
	Site Lighting	\$72,532	\$0	\$29,013	\$43,519		\$72,532	\$0	0
	Traffic Signage	\$58,140	\$0	\$52,326	\$5,814		\$58,140	\$0	0
	Surveying, Testing and Quality Control	\$39,338	\$0	\$39,338	\$0		\$39,338	\$0	0
			\$0	\$0	\$0		\$0	\$0	0
	TOTALS	\$2,219,150	\$2,161,203	\$57,947	\$0		\$2,219,150	\$0	\$0

**CONTINUATION SHEET:
APPLICATION AND CERTIFICATE FOR PAYMENT, containing**

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER:

APPLICATION DATE: 1-Oct-2007

PERIOD TO: 30-Sep-2007

PROJECT NO: 05.085

[illegible]

The Parkes Companies, Inc.
Accounts Receivable Edit List

----- Invoice -----

Page ... 1
 OCT 22 2007
 14:41

Client	Number	Inv Date Due Date	Amount	Retainage Receivable	Credit Amount	G/L No	Job	Entry Number
Avalon Squared, LLC	05085-16F 386	OCT 22 2007 NOV 20 2007	125,029.00	(216,120.00) 341,149.00	125,029.00	4010	05085	5418
			Total for Invoice 05085-16F		125,029.00			
			Total for Report		125,029.00			

AVALON SQUARED, LLC
105 REYNOLDS DRIVE
FRANKLIN, TN 37064-2926

FIRST BANK
87-703/843

1241

11/7/2007

PAY TO THE ORDER OF The Parkes Companies, Inc.

\$ **341,149.00

Three Hundred Forty-One Thousand One Hundred Forty-Nine and 00/100*****

DOLLARS

The Parkes Companies, Inc.
105 Reynolds Drive
Franklin, TN 37064-2926

VOID After 60 Days

MEMO

05085-16F

⑈001241⑈ ⑆084307033⑆ 84007870⑈

AVALON SQUARED, LLC

1241

The Parkes Companies, Inc.

11/7/2007

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
09/30/2007	Bill	#5085-16F	341,149.00	341,149.00		341,149.00
				Check Amount		341,149.00

Cash 05085-16F

341,149.00

AVALON SQUARED, LLC

1241

The Parkes Companies, Inc.

11/7/2007

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
09/30/2007	Bill	#5085-16F	341,149.00	341,149.00		341,149.00
				Check Amount		341,149.00

Cash 05085-16F

341,149.00

CB
AR vs AP
W

05085-16F
CT#386
E# 5418

September
due: 11/09/07



SiteSolutions

A PARKES COMPANY

105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com

October 22, 2007

Ms. Shirley Young
Avalon Squared, LLC
105 Reynolds Drive
Franklin, TN 37064
Phone: (615) 595-2426 Fax: (615) 595-2479

Sent Via: Hand Deliver
Subject: Application & Certificate for Payment #16
RE: Cool Springs Blvd. Phase III
Franklin, TN

Dear Ms. Young:

Attached please find four (4) originals of our Application and Certificate for Payment No. 16 (Final) in the amount of Three Hundred Forty-One Thousand One Hundred Forty-Nine and NO/100 Dollars (\$341,149.00) along with our General Contractor's Partial Waiver of Lien in the aforesaid amount.

Please let me know if you need anything else in order to process payment.

Thank you.

Sincerely,

SITESOLUTIONS

100% Retainage

Lois Jaye
Administrative Assistant
ljaye@rpindustries.com

paid 11/12/07
copy of check attached

cc:

* Elizabeth Hamrick, SiteSolutions (w/attachments) via: Hand Deliver

File(s):

01040.10 - Pay Requests

01130.10 - Closing - General



Building Solutions, From the Ground Up!

**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT NO 2017-0283
AMENDMENT 1**

This Amendment is entered between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **Avalon Squared, LLC, a Tennessee limited liability company**, (“Developer”), on this the _____ day of _____, 201____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Avalon Square for approval (the “Development Project”); and

WHEREAS, the City has required the Developer to design, dedicate right-of-way and construct certain arterial and collector, non-site related, roadway improvements as a requirement of the Development Project; and

WHEREAS, the arterial and collector improvements required as part of the Development Project are identified in the City’s Major Thoroughfare Plan; and

WHEREAS, on April 30th, 2007 the City and Developer entered into an “Agreement for Completion of Roadway Improvements” (the Agreement) and the Developer has made application to offset a portion of the costs against any Road Impact Fees due from the Development Project; and

WHEREAS, The City and Developer desire to Amend the Agreement dated April 30th, 2007; and

WHEREAS, the Developer has completed the arterial and collector roadway improvements and submitted the required invoices, contracts and release of liens as shown on Exhibit A, said invoices dictate that the final cost of the project was \$2,969,432.32; and

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer has submitted reliable information, as shown on Exhibit A, related to the final costs of design, right-of-way and construction of the following arterial and collector roadway improvements and/or works:

**McEwen Drive, Cool Springs Boulevard Extension and Oxford
Glen Drive**

3. The City agrees to reimburse the Developer and amount not to exceed \$2,659,913.10 in arterial impact fees and \$309,519.22 in collector impact fees collected as part of the Development Project. At no time shall reimbursement exceed the arterial or collector impact fees collected as part of the Development Project.

4. The Developer may submit periodic invoices to the City (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected arterial and collector impact fees and paragraph 3 above.
5. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument. All other conditions and requirements outlined in the "Agreement for Completion of Roadway Improvements" dated April 30th, 2007, have been satisfied by both the City and Developer.
6. The City shall have no liability except as specifically provided in this Agreement.
7. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
8. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Alderman on _____, 201__.

WITNESS our hands on the dates as indicated.

DEVELOPER

Avalon Squared, LLC, a Tennessee limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer

authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:_____

Approved as to form by:

Shauna R. Billingsley, City Attorney

DRAFT

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0297**

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

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

Carlisle Subdivision Channel Analysis

1. SCOPE OF SERVICES. Consultant shall provide engineering and surveying related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount not to exceed EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

September 21, 2017

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Delivered via electronic mail to: paul.holzen@franklintn.gov

Dear Mr. Holzen:

Subject: Proposal for Professional Engineering Services
Carlisle Subdivision Channel Analysis
CEC Project 174-026

Civil & Environmental Consultants, Inc. (CEC) appreciates this opportunity to present this proposal to the City of Franklin (City) for your consideration to provide Professional Services to analyze the existing channel along the eastern boundary of the Carlisle Subdivision. The proposed scope presented below is based on the information you provided via email on September 7, 2017 and CEC's experience on projects of a similar nature.

The following information provides background information, purpose and assumptions, scope of services, schedule, estimated costs and closing remarks.

1.0 BACKGROUND

CEC understands that some of the properties in the Carlisle Subdivision that border the channel on the eastern boundary of the subdivision have experienced localized flooding. The Reid Hill Commons detention pond discharges to a drainage ditch on the south side of Hwy 96 West before crossing under the highway through a 36" culvert. The 36" culvert discharges into the subject channel, which flows through a vegetated area behind five residential lots in the Carlisle Subdivision in a northern direction until it reaches the outlet for the Carlisle Subdivision retention pond outlet. It then proceeds in a northwesterly direction into the Founders Point Subdivision.

CEC's proposed scope of services is as follows, based on our understanding of the requirements and past experience on similar projects.

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2.0 PURPOSE AND ASSUMPTIONS

The purpose of this project is to analyze the channel's hydraulic capacity and to provide the City with a report. The report will include the capacity of the existing channel, the required cross-sections for the channel to accommodate the 25-year, 50-year and 100-year flows and options for addressing the localized flooding.

3.0 SCOPE OF SERVICES

CEC proposes the following scope of services:

3.1 Project Survey

- Topographic survey of the project area (depicted in Figure 1 outlined with a red line, as provided by the City) are included as part of this scope. The primary focus of the survey will be to accurately represent the current alignment of the subject channel and the properties that lie directly adjacent to the stream through three cross sections of the stream (one at the upstream property, one near the Carlisle Subdivision retention pond outlet and one midway between). Additionally, the Reid Hill Commons dry detention pond will be surveyed in order to model it accurately. Back yard topographical information, fences, other residential structures, utilities and back of house corners that fall in the cross sections will be collected to ascertain the impact of localized flooding. CEC assumes the City will provide utility information that CEC will use to anticipate where to verify utility locations at cross-sections. The scope of survey work will not include the delineation of property corners and assumes that sufficient boundary information for the channel analysis is provided when combined with the plats and City GIS data. The finished floor elevations of homes immediately adjacent to the channel will also be surveyed.



Figure 1. Site Map

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- CEC will perform a topographic field survey of the project area using Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database. CEC understands that GIS data of this area from the Franklin database will be made available for use on this project. The purpose of this survey is to gather information for developing a current and comprehensive drawing of the existing channel and immediate surrounding area. This drawing will be sealed by a Registered Land Surveyor. CEC will provide the City with a hard copy of the sealed survey and an electronic copy in AutoCad. This topographic survey is a prerequisite for all of the following tasks.

3.2 Channel Analysis

- CEC will verify the contributing drainage area for the subject channel as provided by the City.
- CEC will perform hydrologic and hydraulic (likely using HydroCAD) calculations to assess the contributing drainage area including the Reid Hill detention pond and water surface profile in the subject channel during the 25- through 100-Year, 24-hour design storms. The hydraulic model of the project reach (~1,000 feet) will be used to determine the capacity of the channel and cross-sections required to convey the desired flows. The reach is planned to extend from the detention pond through the 36" culvert under Hwy 96 West to upstream of the Carlisle Subdivision retention pond outlet. Analysis of the Carlisle retention pond is not included with this scope of work. In lieu of analyzing this retention pond, CEC will make assumptions about the tailwater condition at this pond's outlet. CEC plans to use previous site plans, as-built drawings and drainage calculations provided by the City.
- CEC will evaluate the Reid Hill Commons detention pond. The purpose of the evaluation will be to determine if modifications to the pond outlet structure will reduce the contributing flow to the subject channel.
- CEC will analyze the subject channel and develop options, if CEC determines that the existing channel cannot convey the 25- through 100-Year, 24-hour design storms. Options will include:
 - Determining the required channel cross-section to convey the 25- through 100-Year, 24-hour design storms and the approximate width that may be required to construct the new channel.
 - Analyzing potential modified outlet structures of the Reid Hill Commons detention pond outlet structure to reduce flows in the receiving channel and allow the subject

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channel to convey the 25- through 100-Year, 24-hour design storms without further modifications to the channel.

- o Identify the approximate outflow from a potential detention pond in the Carlisle HOA property located adjacent to Hwy 96 West to allow the channel to convey the 25- through 100-Year, 24-hour design storms without modifications to the channel. CEC will also provide the approximate volume and associated footprint of the potential detention pond.
 - o Determine the size of a culvert to replace the subject channel behind the five residential lots.
- CEC will prepare a report documenting our evaluation that includes the existing conditions and the proposed options. The following table demonstrates the data anticipated to be included in the report. The report will not include a cost analysis of the options.

Scenario	Description	Comments
1	Existing Conditions	Profile of existing channel with water surface elevation for the 25- through 100-Year, 24 hour design storms and FFE of adjacent homes.
2	Proposed channel cross-section	Proposed cross-section for channel to convey the 25-through 100-Year, 24 hour design storms and plan view of approximate disturbed area.
3	Reid Hill Detention Pond Modifications	Proposed modifications to the outlet structure that allow the channel to convey the 25- through 100-Year, 24 hour design storms without modifications to the channel, if possible.
4	Proposed Detention Pond in Carlisle Open Space	Approximate volume and associated footprint shown in plain view of a potential detention pond to reduce flows in channel without further modifications to channel, if possible.
5	Culvert	Size of culvert to replace existing channel and convey the 25- through 100-Year, 24 hour design storms.

3.3 Meetings

- CEC proposes to meet with City staff twice during the study phase. The first meeting will take place after the channel analysis is completed and the preliminary options are prepared. Feedback from the meeting will be used to finalize the report and options. The second

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meeting will be held to present and discuss the final report with City staff. For both meetings, CEC will prepare meeting notes and distribute to the participants.

- This proposal does not include a scope or cost for CEC to be involved in any public meetings or meetings with property owners.

4.0 SCHEDULE

CEC recommends beginning the survey in November or December, when the vegetation around the channel is reduced. Our survey cost estimate has assumed performing the survey under reduced vegetation conditions.

5.0 COST

Our not-to-exceed costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis. If CEC encounters conditions that require additional services and costs beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised costs for the City of Franklin's approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Task	Not-to-Exceed Cost
3.1 Project Survey	\$ 9,200
3.2 Channel Analysis	\$ 7,300
3.3 Meetings	\$ 2,000
Total	\$18,500

Invoicing of professional services will be in accordance with the attached fee schedule. CEC will maintain the 2017 rates through the end of the 2018 calendar year. Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule.

Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our proposed scope and fee. CEC will perform the proposed work under an agreed upon City of Franklin Standard Professional Services Agreement.

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6.0 CLOSING REMARKS

CEC appreciates the opportunity to submit this proposal to you. We believe the scope of services outlined will address the City of Franklin's needs in a cost effective manner. If you have any questions or comments, please call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Eric J. Gardner, P.E., CPESC
Project Manager



Steven E. Casey, P.E., CPESC
Principal

Enclosures

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
325 SEABOARD LANE • SUITE 170
FRANKLIN, TENNESSEE 37067
PHONE: 615-333-7797 • FAX: 615-333-7751
E-MAIL: nashville@cecinc.com

Municipal Services Fee Schedule

January 1, 2017 through December 31, 2017

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$220
Principal.....	\$185
Senior Project Manager	\$170
Project Manager III	\$155
Project Manager II	\$145
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$95
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$80
Construction Observer / Environmental Technician.....	\$78
Senior Land Surveyor	\$140
Project Land Surveyor / GPS Specialist.....	\$100
Survey Technician IV	\$88
Survey Technician III.....	\$80
Survey Technician II.....	\$70
Survey Technician I.....	\$63
Administrative Assistant.....	\$65
Administrative Manager	\$73

DIRECT EXPENSES

Company or Personal Automobile Mileage	\$0.575/mile*
Computer / CADD Usage	\$15/hour
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping.....	Cost plus 10%
Miscellaneous Services.....	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 12%

* Will be modified to current IRS Rate



SR96 West



**Request for
Construction Change
Order No. 2**

City of Franklin
Water Management
124 Lumber Drive
Franklin, TN 37064

Contract No. 2015-0062
Project Water Plant Plan (WTP) Modifications

Whereas, we **JUDY CONSTRUCTION COMPANY INC.** entered into a contract with the CITY OF FRANKLIN, on August 25, 2015, 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 City at the prices scheduled therefore below:

Reason for Change Order:

- Change Control Form (CCF) 011: Documents piping changes at existing 21-in sanitary sewer line (including manhole improvements)
- CCF 015: Documents installation of additional 16-in ductile iron water line pipe between the new Hydrogen Peroxide Storage Building and existing Clearwell No. 2
- CCF 016: Documents relocation of existing power and control conduits out of the foot print of the new Hydrogen Peroxide Storage Pad
- CCF 024: Documents HVAC addition at peroxide storage building
- CCF 026: Documents change in airline from Treatment building to the intake screen pipe size and material from 3-in stainless steel to 4-in HDPE
- CCF 029: Documents various structural changes at the treatment building
- CCF 030: Documents replacement of deteriorated sludge collection piping
- CCF 035: Documents addition of another neutral wire for the secondary feed
- CCF 036: Documents adjustment for exterior metal framing work

Attachments (List documents supporting change):

- CCF 011
- CCF 015
- CCF 016
- CCF 024
- CCF 026
- CCF 029
- CCF 030
- CCF 035
- CCF 036

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$14,018,000.00
Net increase (Decrease) from previous Change Orders No. 0 to 1: -\$171,937.53
Contract Price prior to this Change Order:
\$13,846,062.47
Net increase (decrease) of this Change Order:
-\$21,700.00
Contract Price with all approved Change Orders:
<u>\$13,824.362.47</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 10/25/17 Ready for final payment: 11/24/17
Net change from previous Change Orders No. 0 to 1: Substantial Completion: 10/25/17 Ready for final payment: 11/24/17
Contract Times prior to this Change Order: Substantial Completion: 12/20/17 Ready for final payment: 1/19/18
Net increase this Change Order: 92 days Substantial Completion: 3/22/18 Ready for final payment: 4/21/18
Contract Times with all approved Change Orders: Substantial Completion: 3/22/18 Ready for final payment: 4/21/18

Now, Therefore, We, **Judy Construction, Inc.** Contractors, hereby agree to this 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 in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

BY: _____ ENGINEER	BY: _____ WATER MANAGEMENT DIRECTOR
DATE: _____	DATE: _____

BY: _____ PROJECT MANAGER
DATE: _____

ACCEPTED:

APPROVED:

BY: _____ CONTRACTOR (AUTHORIZED SIGNATURE)	BY: _____ OWNER (AUTHORIZED SIGNATURE)
DATE: _____	DATE: _____

Approved as to form:

Tiffany M. Pope, Staff Attorney

October 30, 2017

Mrs. Michelle Hatcher – Director
Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Re: Franklin Water Treatment Plant Modifications
COF Contract Number: 2015-0062
Change Order No. 002

Dear Michelle,

Please find the attached information pertaining to Change Order No. 002 for the Water Treatment Plant project contracted to Judy Construction. This Change includes:

- 1) An Increase in the Contract Time of ninety-two (92) days associated with Changes on the project that we recognize and recommend an increase of time.
- 2) A Decrease in the Contract Value of \$21,700.00 per CCF 26 – Change in Air Piping from 3” Stainless Steel to 4” HDPE.

Please review the information as your earliest convenience and do not hesitate to contact us should you have any questions.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in blue ink, appearing to read 'A. Johnson', is written over the company name.

Andrew Johnson, P.E.

cc: Patricia McNeese - FWMD
JAG, KDM – SSR
File (7)



CHANGE ORDER NO. 002

Date Issued:	10/30/2017	Effective Date:	
Project:	WTP Modifications	Contract No.:	2015-0062
Owner:	City of Franklin	Owner's Project No.:	2015-0062
Engineer:	Smith Seckman Reid, Inc.	SSR Project No.:	12-41-013.0
Contractor:	Judy Construction Co.	Government Project No.:	N/A

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change (Including Location and Reasons Therefore)

This change order adds 92 days to the Construction Timeline for additional work performed by the contractor. It had been mutually agreed to that the time element of Project Changes (documented by CCF form) funded with construction contingency or allowance dollars in the contract, would be grouped for the time request.

The CCFs associated with this time increase are CCF 11, CCF 15, CCF 16, CCF 24, CCF 29, CCF 30, CCF 35, and CCF 36. Each form is attached herein as is the contractor's letter regarding the request and a table illustrating the Engineer's recommendation for the time increase.

This change formalizes the credit to the contract associated with CCF 26; also attached.

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

	AMOUNT		CONTRACT TIME
Original Contract Price	\$14,018,000.00	Substantial Completion Date Prior to Change Order	12/20/2017
Contract Price Prior to Change Order	\$13,846,062.47	Final Payment Date Prior To Change Order	1/19/2018
Net Amount This Change Order	-\$21,700	Net Time This Change Order	92 days
Revised Contract Price	\$13,824,362.47	Revised Substantial Completion Date	3/22/2018
		Revised Final Payment Date	4/21/2018

Recommended By: _____

Engineer

10/30/2017

Date

Accepted By: _____

Contractor

Date

Approved By: _____

Owner

Date



P.O. BOX 457 CYNTHIANA, KENTUCKY 41031
Telephone (859) 234-6900 Fax (859) 234-3480
www.judyconstructionco.com

October 19, 2017

Smith Seckman Reid, Inc.
2995 Sidco Drive
Nashville, TN 37204
Attn: Andrew Johnson

Ref: **City of Franklin, Tennessee**
Water Treatment Plant Modifications (COF No. 2015-0062)
Additional Contract Time Required Due to Construction Changes

Dear Andrew,

This letter is to follow-up to our previous correspondence concerning the additional contract time required due to the approved changes in the scope of work. This letter covers Change Control Forms (CCF) 001 through 039, excluding CCF's 007, ~~018~~, 033, 034, and ~~038~~. The additional time for CCF 007 has previously been approved with Change Order #1. The time components of CCF's ~~018~~, 033, 034, and ~~038~~ are pending and not included in this letter. For the CCF's included we requested a total of 164 days to be added to our contract. SSR's review of the changes recommended 92 of those days for approval. Due to the scope of remaining work and our current progress schedule, we can agree to the 92 additional days for these items. With the additional 92 days we feel the project can be substantially complete on time, we will only request additional time for the pending CCF's if necessary.

To conclude, at this time we request 92 days be added to the contract time to cover the changes noted above. Please review and let us know if you agree. If you have any questions please do not hesitate to contact me.

Sincerely,

John F. Whalen II
Project Manager

ATJ - 10/30/2017
CCFs 018 and 038 not
considered pending.

cc: Steve Judy
Ben Williams
Steven Sandlin



Celebrating 40 Years of Business

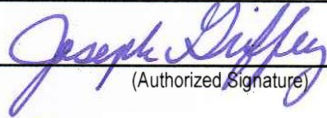
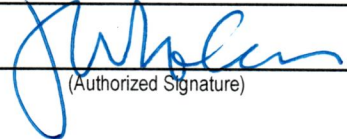


Franklin WTP

Contractor Time Extension Request - CO 002

CCF	Description	Reason	Contractor Days Requested	Engineer Recommendation	Status
001	Select Calgon GAC	Credit	0	0	
002	Select Sludge Collection Alternate	Credit	0	0	
003	Delete 360Water	Credit	0	0	
004	Revised Electrical Site Plan	Unforeseen Condition	14	10	Pending CO 002
005	Credit for Unused Portion of MTEMC Allowance	Credit	0	0	
006	AT&T Relocation Work	Unforeseen Condition	0	0	
007	Comcast / Utility Relocation Work	Other	56	56	Approved CO 001
008	RWPS Electrical Connection Clarification	Other	0	0	
009	High Service Pump MCC Relocation	Error or Omission	0	0	
010	Additional Tree Removal	Owner Directed	0	0	
011	21" Drain Line and Manhole Improvements	Unforeseen Condition	28	28	Pending CO 002
012	Duct Relocation in GAC Room	Other	0	0	
013	Lighting Revision at GAC Room	Other	2	0	
014	Door Location/Type Revision at Electrical Room	Unforeseen Condition	1	0	
015	Additional 16" Finished Water Line	Unforeseen Condition	7	7	Pending CO 002
016	Relocation of Existing Electrical @ Tank Pad	Unforeseen Condition	7	7	Pending CO 002
017	Modification to Top Slab / Hatch at RWPS	Unforeseen Condition	7	0	
018	Linestop and Valve Work	Unforeseen Condition	7	0	
019	Change Door Height at Electrical/Chemical Rms	Unforeseen Condition	1	0	
020	Wiring Changes 01	Unforeseen Condition	0	0	
021	Programming for Control Valves at GAC	Other	0	0	
022	Grout at Backwash Trench Pit	Unforeseen Condition	3	0	
023	Electrical Changes to Panel HA	Other	0	0	
024	HVAC at Peroxide Building	Other	7	4	Pending CO 002
025	Waste Piping Relocation	Unforeseen Condition	0	0	
026	Change Air Piping from SST to HDPE	Credit	0	0	
027	Additional Programming for Fire Protection Alarm	Owner Directed	2	0	
028	GE Membrane Assembly	Owner Directed	0	0	
029	Structural Changes at Treatment Bldg.	Other	21	14	Pending CO 002
030	Replace Sludge Collection Piping	Owner Directed	10	7	Pending CO 002
031	Occupancy Sensor at Membrane Building	Owner Directed	2	0	
032	Additional Fire Alarm Equipment	Owner Directed	7	0	
033	New Bulk Alum Tanks (2) and associated Work	Owner Directed	TBD	TBD	Open
034	Settling Basin Effluent Piping Modifications	Unforeseen Condition	TBD	TBD	Open
035	Neutral for Secondary Feed	Unforeseen Condition	1	1	Pending CO 002
036	Exterior Metal Framing Adjustment	Unforeseen Condition	21	14	Pending CO 002
037	CIP Pump Starters	Other	0	0	
038	Guardrail Replacement at Basins	Owner Directed	14	0	
039	Replace Passage Hardware Set with Lockable Panic Bar	Owner Directed	2	0	
	Set between SP 102 and 103.				
SUMMATION			164	92	

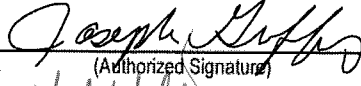
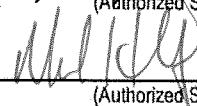
SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469CCF# **011**
Date Issued: **1/15/16****CHANGE CONTROL FORM (CCF)**

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Piping Changes at Existing 21" Sanitary Line (see attached sketch)			
(Attach Supporting Documentation)			
Requested By:	ENGINEER		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	CU1.2	Spec. Reference:	None
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Add	\$41,361.00
☐ No Change in Contract Time is required.		☒ A Change in Contract Time is required:	TBD
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	<u>M. Hilty email 1/29/16</u> (Authorized Signature)	☐ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469CCF# **015**
Date Issued: **3/17/16****CHANGE CONTROL FORM (CCF)**

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
The existing 16" Permeate Line "W" is not located as shown on CU1.2. To locate the line as drawn, between the new Hydrogen Peroxide Storage Building and existing Clearwell No. 2, additional ductile iron pipe and fittings are required.			
(Attach Supporting Documentation)			
Requested By:	ENGINEER		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	CU1.2	Spec. Reference:	
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add	\$18,258.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	TBD	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	<u>see progress meeting minutes 6/8/16</u> (Authorized Signature)	☐ Recommends Acceptance	
		☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Relocate the existing power and control conduits out of the footprint of the new Hydrogen Peroxide Storage Pad.			
(Attach Supporting Documentation)			
Requested By:	ENGINEER		
This Document is a:	REQUEST FOR PROPOSAL (RFP)		
Drawing(s) Reference:	ES1.0	Spec. Reference:	
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add	\$16,998.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:		TBD
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:			Date:
Authorized by Owner:			Date:
Accepted by Contractor:			Date:
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:			Date:
Directed by Engineer:			Date:
Accepted by Contractor:			Date:

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469CCF# **024**
Date Issued: **7/7/16****CHANGE CONTROL FORM (CCF)**

Owner Contract No.	2015-0062
Project Name:	Franklin Water Treatment Plant Modifications
Engineer:	Smith Seckman Reid, Inc.
Contractor:	Judy Construction Company

DESCRIPTION OF CHANGE

Add heating and ventilation at peroxide storage building. See attached for details.

(Attach Supporting Documentation)

Requested By:	ENGINEER		
This Document is a:	REQUEST FOR PROPOSAL (RFP)		
Drawing(s) Reference:	S1.1-09	Spec. Reference:	N/A

REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:

☐ No Change in Contract Amount is required.☒ A Change in Contract Amount is required: Add☐ No Change in Contract Time is required.☒ A Change in Contract Time is required:**\$24,564** *SW*
\$32,183.00

TBD

Engineer:

(Authorized Signature)

Contractor:

(Authorized Signature)

Owner:

(Authorized Signature)☒ Recommends Acceptance☐ Recommends Rejection**WORK CHANGE DIRECTIVE**

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

Recommended by Engineer:	Date:
Authorized by Owner:	Date:
Accepted by Contractor:	Date:

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.

Recommended by RPR:	Date:
Directed by Engineer:	Date:
Accepted by Contractor:	Date:

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



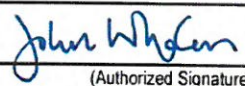
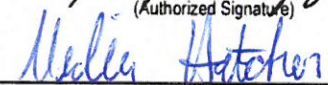
CCF# **029**
Date Issued: **1/10/17**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Various structural changes including (1) remove original gable stud walls and add back gable trusses, wall panels, steel channels, (2) extend wall to ceiling between the Electrical Room and Chemical Room (RFI #14), (3) remove interior wall framing at GAC Room, add masonry walls as shown, and add handrail, and (4) RTU Support Revisions. Charges from TFO for material revisions and additional blocking.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	Various	Spec. Reference:	Various
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: <u>Added</u>	\$35,890.00	
☐ No Change in Contract Time is required.	☐ A Change in Contract Time is required:	days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469

CCF# **030**Date Issued: **5/1/17****CHANGE CONTROL FORM (CCF)**

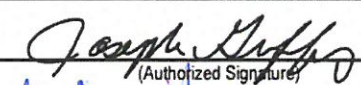
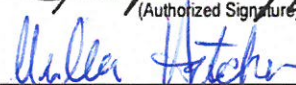
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Replace deteriorated sludge collection piping.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☒ No Change in Contract Amount is required.	→	☒ A Change in Contract Amount is required: Add	\$61,491.00
☐ No Change in Contract Time is required.		☒ A Change in Contract Time is required:	TBD days
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:	Date:		
Authorized by Owner:	Date:		
Accepted by Contractor:	Date:		
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:	Date:		
Directed by Engineer:	Date:		
Accepted by Contractor:	Date:		

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **035**
Date Issued: **4/27/17**

CHANGE CONTROL FORM (CCF)

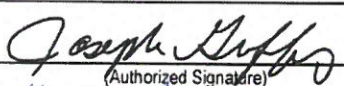
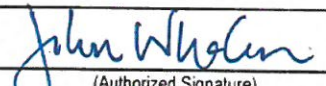
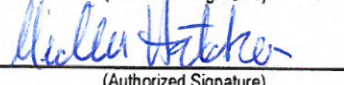
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Add an additional neutral wire for the secondary feed.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	FIELD ORDER (FO)		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Add \$5,180.00	
☐ No Change in Contract Time is required.		☐ A Change in Contract Time is required: days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **036**
Date Issued: **5/2/17**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Adjustment for metal framing work.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	S0.1	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Add \$22,374.00	
☒ No Change in Contract Time is required.		☒ A Change in Contract Time is required: TBD days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
Phone: (615) 383-1113 | Fax: (615) 386-8469



COF Contract No. 2015-0062 Change Order 2
Exhibit A

CCF# **026**
Date Issued: **7/12/16**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Change the airline from the Treatment Building to the Intake Screen from 3" stainless steel to 4" IPS DR11.0 HDPE.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	CU1.1, CU1.2	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Deduct	\$21,700.00
☒ No Change in Contract Time is required.		☐ A Change in Contract Time is required:	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	_____ (Authorized Signature)	☐ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE WATER TREATMENT PLANT MODIFICATIONS
COF Contract No. 2012-0183**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201_, by and between the **City of Franklin, Tennessee** ("City") and **Smith Seckman Reid, Inc. (SSR)** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") (COF Contract No. 2012-0183) entitled City of Franklin, Tennessee Professional Services Agreement, Water Treatment Plant Modifications ("Project"), dated the 27th day of November, 2012; and

WHEREAS, the City approved Amendment No 1 to the Consultant's Professional Services Agreement (COF Contract No 2012-0183) on June 25, 2013, for the engineering design services for an upgrade to the Raw Water Intake and Pump Station for the Water Treatment Plant; and

WHEREAS, the City approved Amendment No. 2 to the Consultant's Professional Services Agreement (COF Contract 2012-0183) on January 14, 2014, for the design, bid and installation of the interim Ultraviolet (UV) disinfection treatment upgrade to meet Environmental Protections Agency's (EPA) imposed deadline of September 30, 2014, for adherence EPA's Long Term Surface Treatment Rule (LT2 Rule); and

WHEREAS, the City approved Amendment No. 3 to the Consultant's Professional Services Agreement (COF Contract 2012-0183) on May 4, 2015, for the preselection process of the hollow fiber membrane filtration system (Membrane) and the design efforts needed for the inclusion of other alternative treatment solutions, such as the Advanced Oxidation Process (AOP), selected by staff to better enhance the capabilities upgrade of the Water Treatment Plant; and

WHEREAS, the City approved Amendment No. 4 to the Consultant's Professional Services Agreement (COF Contract 2012-0183) on October 27, 2015, for the Consultant's Construction Administration (CA) and Resident Project Representative (RPR) Services during construction of the Water Treatment Plant; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to construction services support to fully complete the Project's final construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Water Treatment Modifications Project, as described in Attachment A dated October 30, 2017, in the amount of **NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$93,750.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final design as stated above for the Project as proposed by the Consultant.

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 shall perform the work as proposed in the Scope as found in the October 30, 2017, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$93,750.00)** for the additional services as described in Attachment A.

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 November 27, 2012, and its subsequent amendments, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

SMITH SECKMAN REID, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney

October 30, 2017

Mrs. Michelle Hatcher – Director
Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

**Re: Franklin Water Treatment Plant Modifications
COF Contract Number: 2012-0183
CA/RPR Additional Services Request**

Dear Michelle,

Based upon the current construction schedule, we will exhaust the hourly fee ceiling established in our proposal dated July 21, 2015. Our proposal covered 26 months of construction administrative (CA) activities and 24 months of Resident Project Engineer (RPE) presence during this period. The project bid on August 4, 2015 and a Notice to Proceed was issued on October 26, 2015. November will mark the 25th *complete* month on site with an Engineer, and 28th month of CA activity.

Our billings to date have trailed below the budget established in our proposal, which allows us to extend our scope over a longer period than estimated initially. Based upon our estimation at this time, the budget remaining will cover our services through January 2018.

We believe we will exhaust our fee at some point in February 2018, and expect the need for our services to continue through the project close out period and record drawing production anticipated in late April. We estimate billing during the February and March Period to be no more than the average of the monthly billing amount over the past year which is just below \$37,500/month. Should the project be substantially complete in late March as anticipated, we would expect our billing to decrease to approximately half of this amount (\$18,750) in April 2018, which would be the last month of billing based upon the current schedule.

We are respectfully requesting to increase our fee ceiling fee by **\$93,750.00** for the continuation of our construction phase services at the rates established in our initial proposal.

We appreciate the opportunity to continue to serve to the City of Franklin. The adjusted fee ceiling will not be exceeded without prior approval by the City. If the City is in agreement with the terms of this fee increase, we will execute a formal amendment to our contract. If you have any questions or concerns regarding this request, please do not hesitate to call me at (615)460-0522.

Sincerely,

SMITH SECKMAN REID, INC.



Andrew Johnson, P.E.

cc: Patricia McNeese - FWMD
JAG, KDM – SSR
File (7)

REQUEST FOR CONSTRUCTION CONTRACT CHANGE CHANGE ORDER NUMBER 1

City of Franklin
Water Management
124 Lumber Drive
Franklin, TN 37064

Contract Number: 2014-0288
Project Name: Water Distribution and Collection
System SCADA Improvements

Background

The Board of Mayor and Aldermen passed a resolution on September 13, 2016, to award Revere Control Systems, Inc., the Water Distribution System SCADA Improvements project with a contract amount of \$1,949,980.00, a substantial completion date of October 5, 2017, and a final completion date of January 3, 2017. The SCADA system improvements included, among other scope, replacement of remote telemetry units and associated routers and modems at each of the remote stations (i.e., wastewater pump stations, potable water booster pump stations, etc.). The remote telemetry unit included two modes of communication: 1) Radio (the primary mode), and 2) Cellular phone (the failover or backup mode).

The City's cellular service carrier is Verizon Wireless. Verizon Wireless notified Revere Controls, Inc., in July 2017 that the specified router and modem equipment would not work with their system and Revere Controls, Inc., CDM Smith, Inc. and the City then worked together to find and test an alternate solution. A new solution was identified and tested, but significant available project schedule time and schedule float time were consumed in the process, resulting in shifting of the projected substantial and final completion times. These schedule impacts are considered to be outside of the control of Revere Controls, Inc.

Reason for Change Order:

The reason for this change order is to modify the contractual substantial and final completion dates to account for the impacts of the change in router and modem equipment. This change will modify the substantial completion date from October 5, 2017 to January 18, 2018 and will modify the final completion date from January 3, 2018, to February 23, 2018.

Attachments (List documents supporting change):

Time extension request letter dated November 1, 2017

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	
	\$1,949,980.00
Net Increase in Contract Price From Previous Change Orders	
Number 0 to __:	\$0
Contract Price Prior to This Change Order:	
	\$1,949,980.00
Net Increase or (Decrease) of This Change Order:	
	\$0
Contract Price with All Approved Change Orders:	
	\$1,949,980.00

CHANGE IN CONTRACT TIMES	
Original Contract Times	
Substantial Completion Date	10/5/2017
Final Completion Date	1/3/2018
Net Change From Previous Change Orders	
Substantial Completion	0 Days
Final Completion	0 Days
Contract Times Prior to This Change	
Substantial Completion Date	10/5/2017
Final Completion Date	1/3/2018
Increase in Time This Change Order	
Substantial Completion	105 Days
Final Completion	51 Days
Contract Times with All Approved Change Orders	
Substantial Completion Date	1/18/2018
Final Completion Date	2/23/2018

Now, Therefore, Revere Control Systems, Inc., hereby agrees to this Change Order, consisting of the above mentioned schedule changes, and agrees that this Change Order 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 remains in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

ENGINEER

Name: _____

Signature: _____

Date: _____

CITY PROJECT MANAGER

Name: _____

Signature: _____

Date: _____

CITY WATER MANAGEMENT DIRECTOR

Name: _____

Signature: _____

Date: _____

ACCEPTED BY CONTRACTOR:

Name: _____

Title: _____

Signature: _____

Date: _____

APPROVED BY OWNER:

Name: _____

Title: _____

Signature: _____

Date: _____

November 1, 2017

CDM Smith
3200 Windy Hill Road, S.E.
Suite 210 West
Atlanta, Georgia 30339-5460

Attn: Mr. Robert Huguenard, PE, BCEE

Ref: City of Franklin Water Management Department
CDM Project Number 14915-96594-SCADA
COF Contract No. 2014-0288

Subj: Time Extension Request, Rev 1

Mr. Huguenard:

We received confirmation on 9/21/2017 that the Cradlepoint IBR1150LP6-NA device works as anticipated providing improved functionality and long-term use with support of 4G and IP v.6. The change delayed field implementation of upgrading the RTU's by at least 3 months. Upgrading sites were to have begun mid-July and continue thru mid-September when the radio system would then go online. Purchase and delivery of the Cradlepoint devices were anticipated to be complete for installation to resume mid-October. Also, we estimate field modification to replace installed Sierra Wireless LS300 modems and Moxa EDR-G903 routers with the Cradlepoint device will add on average 3 hours to each site installation for an estimated total of 120 additional hours. To accommodate the improvement, we request the substantial completion date be extended by 15 weeks to January 18, 2018 and reduce the time between substantial completion and final completion to a revised final completion date of February 23, 2018.

This time extension should cover the extra time needed for the other change orders currently authorized where notice of a time extension was given.

Terms and Conditions from the current contract agreement apply.

Sincerely,

David Abel

David Abel
Municipal Project Manager
Revere Control Systems, Inc.
Phone: 615-604-1579
dabel@reverecontrol.com

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0278**

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

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

On-Call Regulatory Assistance

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a not-to-exceed basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **TWENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$24,500.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such

amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for

the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615-783-1515

August 7, 2017

Mr. Mark Hilty, PE
City of Franklin
Water Management Director
124 Lumber Drive
Franklin, TN 37064

Re: Regulatory Assistance

Dear Mr. Hilty:

We are pleased to submit this proposal to provide regulatory assistance services to the City of Franklin. Under the assignment, Hazen will provide on-call assistance for various regulatory permit and compliance processes.

Project Background

The City of Franklin owns and operates a 12 mgd water reclamation facility that is currently being upgraded to 16 mgd. The discharge of reclaimed water from this facility enters the Harpeth River at mile 85.2. The NPDES permit for this facility was issued June 1, 2017, and was subsequently appealed by the Harpeth Conservancy. The City preserved its rights by also submitting a permit appeal.

The City also owns and operates a water treatment plant (WTP) with a capacity of 2.1 mgd that receives raw water from a 114 million gallon open earthen reservoir that draws water from the Harpeth River at mile 89.2. The City also purchases finished water from the Harpeth Valley Utilities District.

In 2006, the City proposed to increase the withdrawal and upgrade the existing WTP facilities and requested an Aquatic Resource Alteration Permit (ARAP) for the increased withdrawal. The Tennessee Department of Environment and Conservation (TDEC) subsequently issued an ARAP authorizing an increase in the pumping capacity to 7,800 gpm as long as there was at least 10 cfs in the river and the withdrawal was no more than 20% of the instantaneous flow. In the 2014 reissuance, TDEC added a requirement that the withdrawal could only occur when the dissolved oxygen in the river was at least 5 mg/l.

The State of Tennessee has assessed the Harpeth River in the vicinity of Franklin as being impaired for total phosphorus, dissolved oxygen and sedimentation/siltation. In 2004, EPA developed a Total Maximum Daily Load (TMDL) for organic enrichment/low dissolved oxygen. To date, that TMDL has not been fully implemented. EPA is currently developing watershed and water quality models that TDEC can use to develop an updated TMDL for the Harpeth River.

Scope of Work

Hazen proposes to provide on-call regulatory assistance services. Examples of these services include:

- Review and input regarding materials related to permits and the NPDES permit appeal
- Watershed studies
- Evaluation of nutrient recovery and/or elimination practices
- Review and analysis of water quality data
- Assistance during EPA's watershed/water quality model development and TDEC's subsequent TMDL development.

Proposed Fee and Schedule

Hazen proposes to perform these tasks as requested by the City for a not-to-exceed fee of **\$24,500** based on our standard hourly rates. We will bill only for actual time spent on the project and expenses will be billed at cost.

If there are any questions or comments, please feel free to contact me at your convenience.

Sincerely,



Saya Ann Qualls, PE
Senior Associate

cc: Michelle Hatcher, PE
Michael Orr, PE
Scott Woodard, PE

2017 Standard Bill Rate Table

Category	Hr. Rate
Vice President	200
Quality Control	205
Senior Associate	195
Associate	175
Sr. Principal Engineer	155
Principal Engineer	130
Engineer	120
Assistant Engineer	110
Sr. Principal Scientist	140
Principal Scientist	120
Scientist	105
Assistant Scientist	95
Sr. Principal Architect	140
Principal Architect	120
Architect	105
Assistant Architect	95
Sr. Hydraulic Modeler	160
Hydraulic Modeler	110
Sr. Principal Designer	140
Principal Designer	125
Designer/Technician	105
Drafter	85
Construction Manager	140
Sr. Field Coordinator	120
Field Coordinator	105
Sr. Field Inspector	110
Field Inspector	85
Administrative	75
Intern/Co-Op	60