



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, November 29, 2018

4:00 PM

Board Room

Call To Order

1. [18-1226](#) Consideration of Minutes from October 25, 2018.
2. [18-1223](#) Election of Chairman and Vice-Chairman for 2019
3. [18-1062](#) Consideration Of Resolution 2019-06, A Resolution Authorizing the City of Franklin to Provide Sanitary Sewer Services to Deerfield Section 1, Lot 39 (Map 52 Parcel 39), 999 Scramblers Knob, Contingent Upon All Conditions Presented Herein (10/25/18 CIC Referred to 11/29/18 CIC; 11/29/18 CIC 3-0; 01/08/19 WS)

Sponsors:

Michelle Hatcher

Attachments:

[Resolution 2019-06 999 Scramblers Knob.Law Approved.pdf](#)

[999 Scramblers Knob - Map](#)

[Sewer Availability Application](#)

[18-1062 Fulmer letter to BOMA 999 Scramblers Knob.pdf](#)

[WMD Recommendation of Sewer for Deerfield Subdivision](#)

[20181226 PPT Scrambler's Knob Availability V1](#)

[20190114 RES 2019-06 For 999 Scramblers Knob V1](#)

Legislative History

10/25/18	Capital Investment	referred to the Capital Investment Committee
	Committee	

4. [18-1205](#) Consideration Of Resolution 2019-07, A Resolution Authorizing the City of Franklin to Provide Sanitary Sewer Services to Deerfield Section 2 Lot 29 (Map 52 Parcel 49), 1205 Scramblers Knob, Contingent Upon All Conditions Presented Herein. (11/29/18 CIC 3-0; 1/8/19 WS)

Sponsors:

Michelle Hatcher

Attachments:

[Resolution 2019-07 1205 Scramblers Knob.Law Approved.pdf](#)

[1205 Scramblers Knob - Availability Request Application](#)

[1205 Scramblers Knob - Map](#)

[WMD Recommendation of Sewer for Deerfield Subdivision](#)

[20181226 PPT Scrambler's Knob Availability V1](#)

[Resolution 2019-07 1205 Scramblers Knob V1](#)

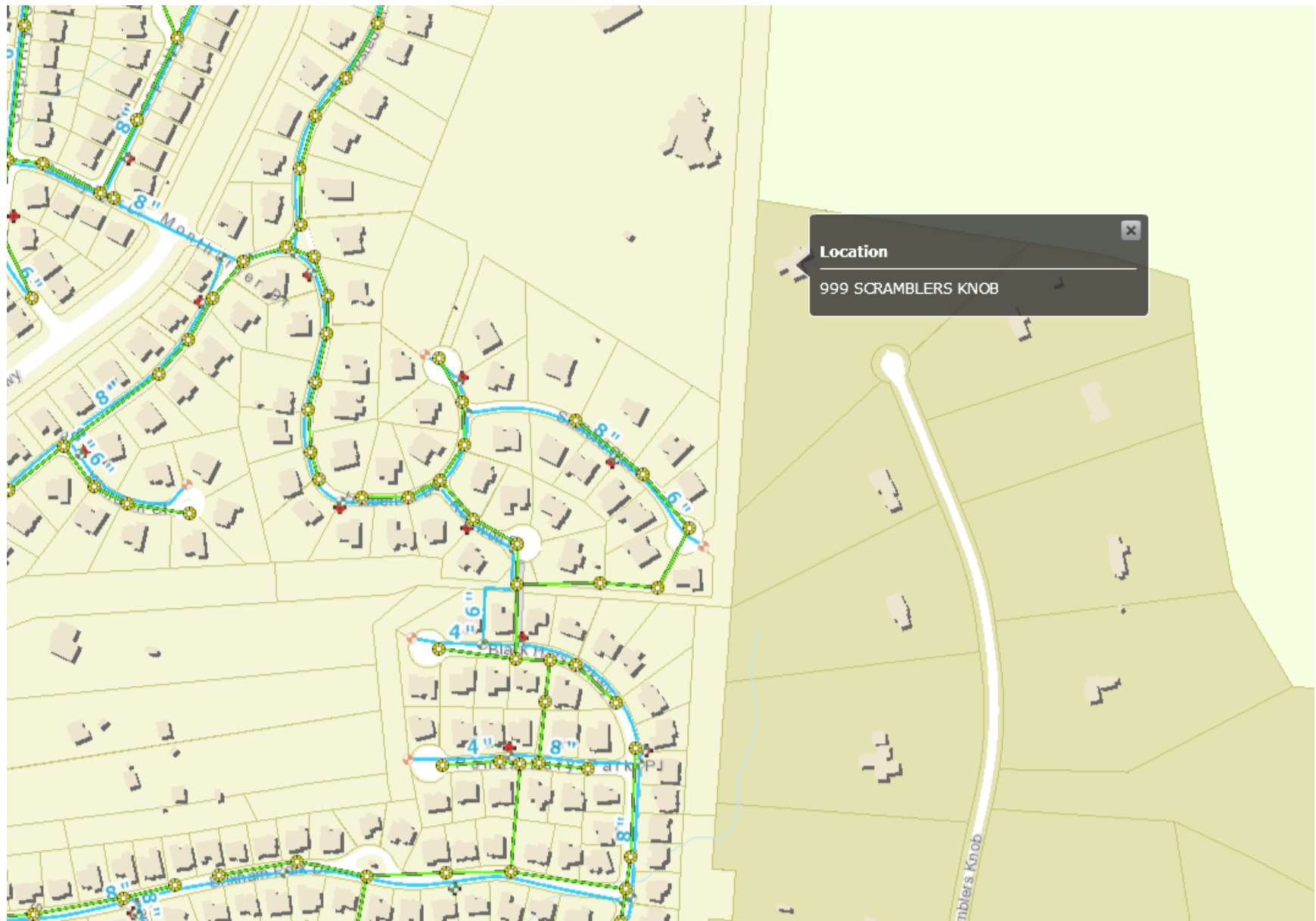
5. [18-1195](#) Consideration of Amendment No. 3 to the Professional Services Agreement (COF Contract No. 2016-0330) with Hethcoat & Davis for the Holiday Court Pump Station Upgrade Project for a Cost Increase of \$5,900.00 (11/29/18 CIC 2-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [COF 2016-0330 Amnd 3 PSA Hethcoat and Davis with exhibit.Law Approved](#)
6. [18-1216](#) Consideration of Final Change Order for the Construction Contract (COF Contract No. 2014-0301) for the Fieldstone Farms Pump Station No. 1 Upgrade with J.S. Haren for a Cost DECREASE of \$125,354.12 and a Time Increase of 48 calendar days (11/29/18 CIC 3-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [2014-0301 Final Change Order signed](#)
7. [18-0915](#) Consideration of Resolution 2018-75, "A Resolution Authorizing Condemnation for the Acquisition of Property for the South Carothers Road Sewer Line Improvements Project". (11/29/18 CIC 3-0)
- Sponsors:** Eric Stuckey, Michelle Hatcher and Jimmy Wiseman
- Attachments:** [Res 2018-75 Authorizing Acquisition Of Property South Carothers Road Sewer](#)
8. [18-1184](#) Consideration of DRAFT Resolution 2018-99 to Authorize the City Administrator to Enter into a Two-Way Agreement WAZE Mobile Limited ("WAZE") to Enroll the City of Franklin in the WAZE Connected Citizens Program ("CCP")
- Sponsors:** Engineering
- Attachments:** [Resolution 2018-99 WazeCCP.doc](#)
[WAZE-CCP-Factsheet.pdf](#)
9. [18-1199](#) Consideration of Ordinance 2018-59, "An Ordinance to Implement a Pavement Marking and Signage Plan on 4th Ave South Between Church Street and South Margin Street". (11/29/18 CIC 3-0; 12/11/18 BOMA 1st Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [Parking Letter from Lynne - 4th South \(1\).pdf](#)
[Email from Residents.pdf](#)
[ORD 2018-59 South Margin Street with Exhibit A.Law Approved 2.pdf](#)

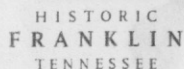
10. [18-1209](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2018-0062) with Alfred Benesch & Company for the Design of Intersection Improvements at the McEwen Drive Interchange with I-65 for Additional Engineering Services in an Amount Not-to-Exceed \$35,015.20 (11/29/18 CIC 3-0)
- Sponsors:** Engineering
- Attachments:** [2018-0062_Amendment1_EMcEwenInterchange_with_exhibit.Law Approved.pdf](#)
11. [18-1182](#) Consideration of Resolution 2018-98 to Adopt the Tennessee Department of Transportation (TDOT) Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation (Local Government Guidelines Form 1-2), Relative to Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation. (11/29/18 CIC 3-0)
- Sponsors:** Engineering
- Attachments:** [Resolution_2018-98_AdoptTDOTConsultantSelectionPolicy_with Exhibit A.Law](#)
[RESOLUTION 2013-31 - Signed.pdf](#)
12. [18-1200](#) Consideration of a Professional Services Agreement (COF Contract No. 2018-0242) with Barge Design Solutions for Final Design Services Associated with the Columbia Avenue Widening and Improvements Project in An Amount of \$750,000.00 (TDOT PIN 121454.00) (11/29/18 CIC 3-0)
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF_2018-0242_ColumbiaAve_Design_PSA_with Exhibit.Law Approved.pdf](#)
13. [18-1208](#) Capital Projects Status Report
- Sponsors:** Engineering
- Attachments:** [Capital Projects Status Memo.pdf](#)
14. [18-1219](#) Water and Sewer Projects Status Report
- Sponsors:** Michelle Hatcher and Patricia McNeese

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.





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

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

Email Application to: EngineeringMBX@franklin.tn.gov

For additional information or questions please call: 615-791-3218

Date Submitted: 8/29/18



Map for Parcel Address: 999 Scramblers Knob Franklin, TN 37069-6002 **Parcel ID:** 052 039.00



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Information Deemed Reliable But Not Guaranteed.

CIC #11
18-1062
10/25/2018

999 Scramblers Knob
Franklin, TN 37069

October 24, 2018

Board of Mayor and Aldermen
109 3rd Avenue South
Franklin, TN 37064

Board of Mayor and Aldermen,

Thank you for hearing our request to tap on to the city sewer line. To make any additions or changes to our house at 999 Scramblers Knob, Williamson County Sewer Disposal would require us to upgrade our septic system. We hired Earthsearch Soil Consulting to look into this and it became clear that it was not feasible to expand our septic field or create a back-up septic field.

The first map from Earthsearch Soil Consulting shows the proposed septic field in the red shaded area (Addendum 1). Since this area is heavily wooded, it would require us to take out a number of trees, changing the nature of the lot. The second aerial view from Google Earth shows the lot as it currently looks (Addendum 2). If we try to preserve trees, we run the risk of roots interfering with fill lines; a problem we've already encountered with our existing septic system.

The City of Franklin previously granted sewer service to our immediate neighbors at 1000 Scramblers Knob. Since we are up on a hill, a gravity sewer line could be installed and connected at the manhole on Stafford Close, or at the same clean out as our neighbor's, or possibly at a new manhole at our property line. Please see photos of the existing sewer lines (Addendum 3).

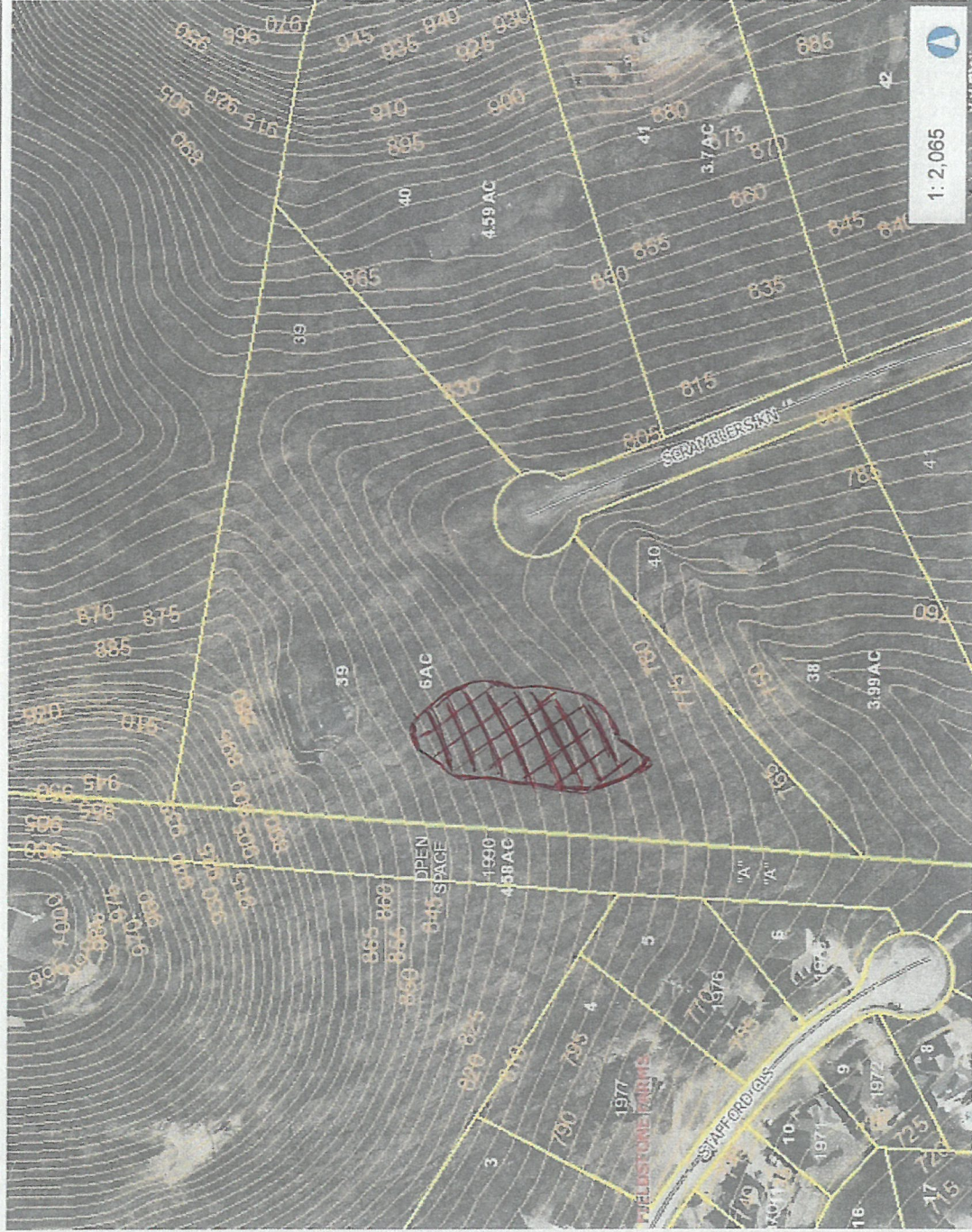
We would obviously be responsible for running the sewer line from our property to the sewer tap. There is already a six-foot wide trail on our property that runs most of the distance, so minimal clearing would be needed to install the new line. In addition, we are open to sharing the city's costs for making any changes/improvements. We are also agreeable to be annexed into the City of Franklin.

Sincerely,

Jeff and Sonja Fulmer

Tools & Features Demonstration Site



1: 2,065

0.1 0.03 0.1 Miles

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

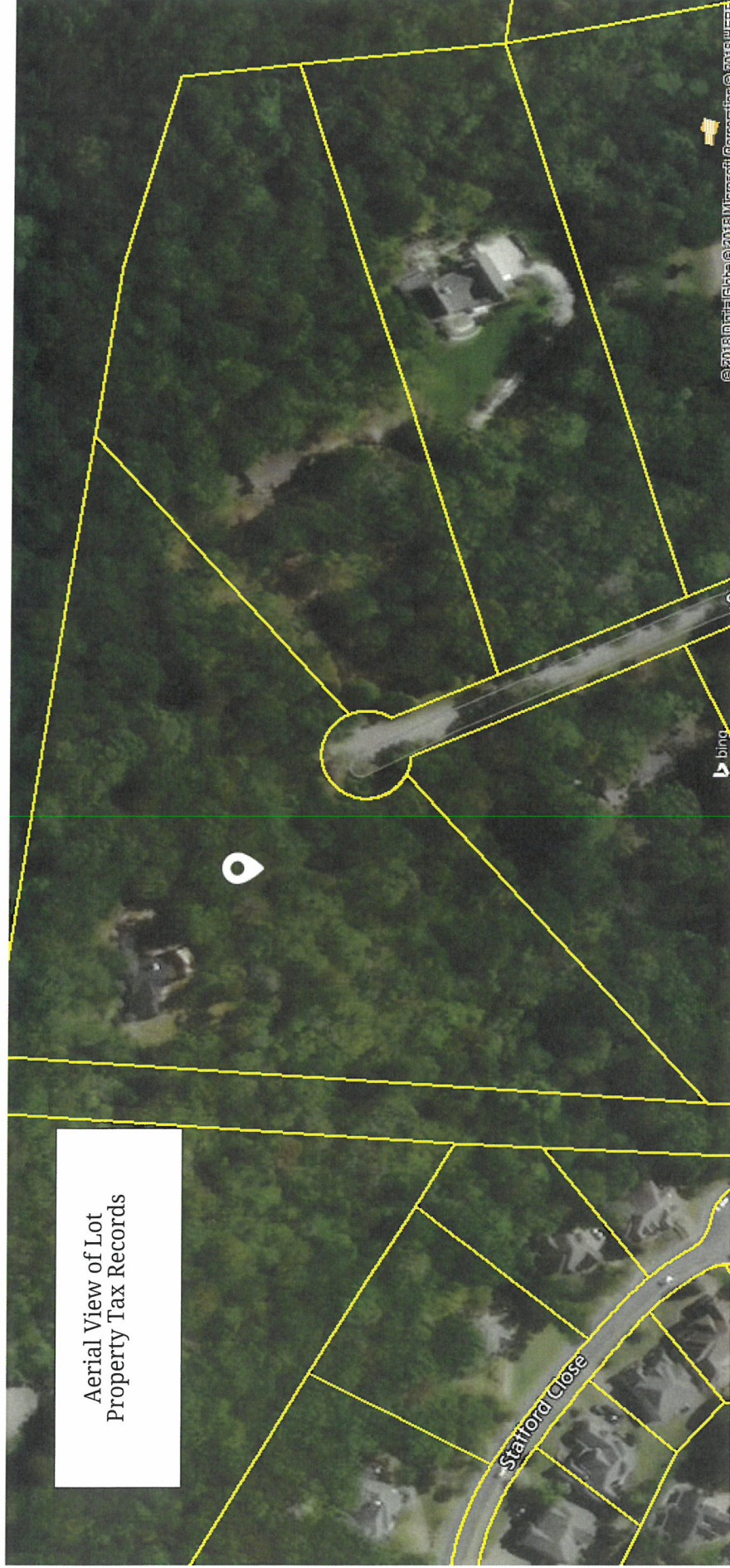
- Parcels
- Parcel Numbers
- Parcel Acreage
- Subdivision Name
- Lot Numbers
- Group Corner Annotation
- Control Map
- Notes
- Miscellaneous
- Easement
- Exemptions
- Conflicts
- Lines
- 5ft Contours
- Corporate Limits
- BRENTWOOD
- FAIRVIEW
- FRANKLIN
- NOLANSVILLE
- SPRING HILL
- THOMPSONS STATION
- Parks
- Centerlines
- <all other values>
- INTERSTATE
- ACCESS

Notes

Approximate area within 54.4545215



2







Scramblers Knob



- SK Manhole (49)
- SK Service
- SK Gravity Main
- Zone 1
- Zone 2
- Standard
- Collectors
- Parcels

1 inch = 400 feet



City of Franklin, Tennessee
Work Session

Scramblers Knob Availability Requests

999 and 1205 Scramblers Knob

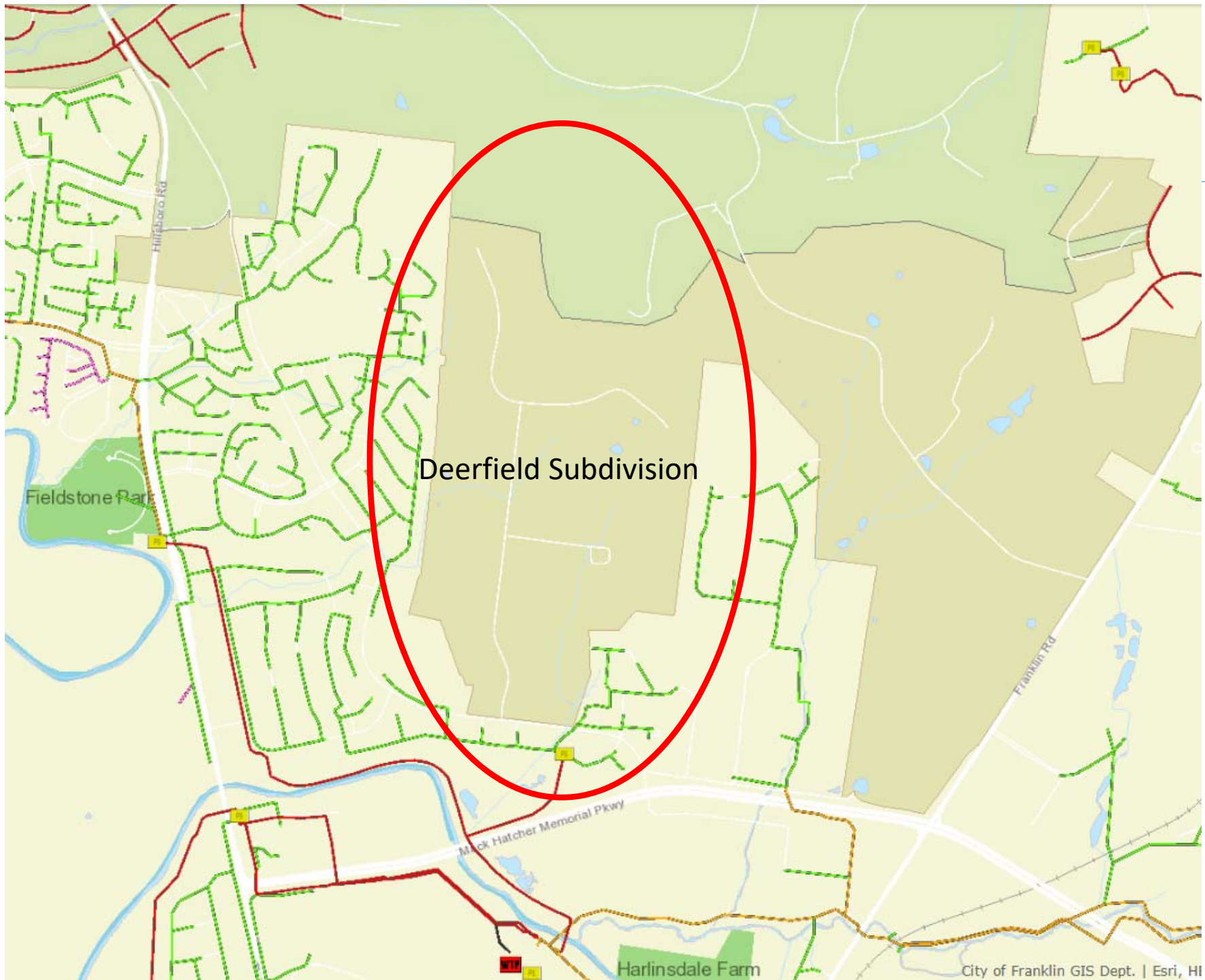
January 8, 2019

Item 18-1062 & 18-1205



City of Franklin, Tennessee **Work Session**

- Timeline of requests & discussions
- Existing sewer
- Feasibility
- Title 18
- Questions





City of Franklin, Tennessee **Timeline**

- August 29, 2018 – availability application received for 999 Scramblers Knob
- October 24, 2018 – availability application received for 1205 Scramblers Knob
- CIC October 25, 2018
 - 999 deferred for additional information
- CIC November 29, 2018
 - Moved to Work Session for discussion
- Work Session January 8, 2019
- Board Meeting January 22, 2019



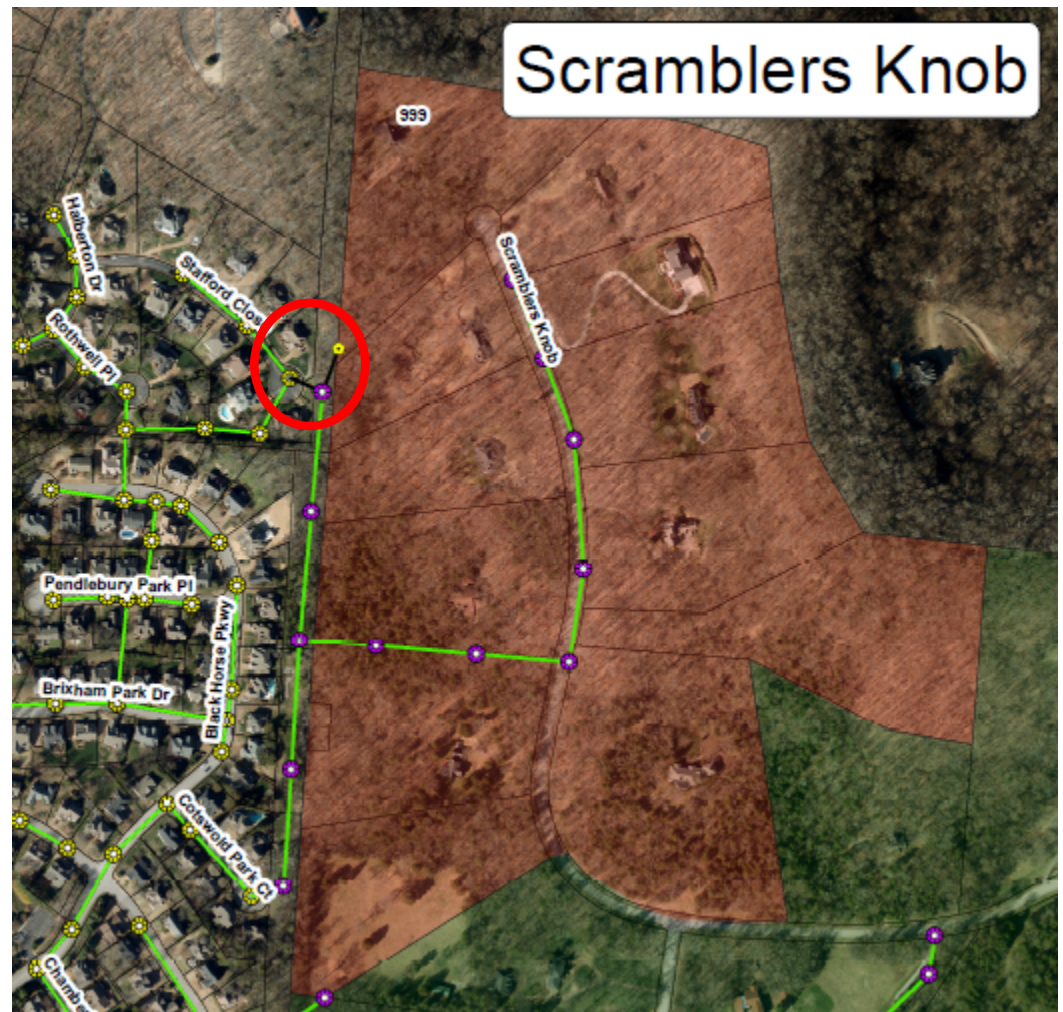


City of Franklin, Tennessee **Existing Conditions**

- April 24, 2012 – 1000 Scramblers Knob availability granted
 - Agreement Between City & Ed Cash July 30, 2012 (2012-0083)
 - Agreement registered with Register of Deeds, transferred to new property owner's
 - Participation in future special assessment district (current or future property owners) to extend sewer
 - Property owner responsible for all cost to extend public main & associated work (easements, ROW, pavement, fees, etc.)
 - Use functioning septic system until failure

City of Franklin, Tennessee **Feasibility – 999 Scramblers Knob**

- Service line connection from SMH-14031 (red circle)
- Owner responsible for approximate cost of \$3,000 for WMD to perform connection
- 999 will connect from house to property line (via cleanout)





City of Franklin, Tennessee **Feasibility – 1205 Scramblers Knob**

- Service line connection from SMH-44125
- Owner responsible for approximate cost of \$100,000 for WMD to perform connection
- Does not include easement costs through Echo Park





- Provide service to entire neighborhood currently on septic
- Zone 1 = \$814k
- Zone 2 = \$2.6M
- Total = \$3.4M

BOMA Work Session





City of Franklin, Tennessee

Municipal Code – Title 18

- Section 18-204 (4): Use of septic when sewer is provided:
 - Owners of all houses situated within the City and abutting any right-of-way or easement in which there is now located or will be in the future be located a public sewer shall connect to the sewer. The connection to the public sanitary sewer system shall be required at the property owner's expense including all applicable connection and tap fees.
- Section 18-209 (4): Construction of sewer lines:
 - The authority to extend wastewater service is permissive only, & nothing contained herein shall be construed as requiring the City to provide sewer service to any person or entity.



City of Franklin, Tennessee **Worksession**

Questions

RESOLUTION NO. 2019-06

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO DEERFIELD SECTION 1 LOT 39 (MAP 52 PARCEL 39) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, Robert Jeffrey Fulmer and Sonja Ann Fulmer (hereinafter "Property Owners") currently own the property known as Deerfield Section 1 Lot 39 (Map 52 Parcel 39) (hereinafter "Property"); and

WHEREAS, on August 29, 2018 the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Property Owners, on behalf of themselves, their heirs and assigns, will agree to convey unto the City of Franklin (hereafter "the City") the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible; and

WHEREAS, as a condition of granting availability, the Property Owners shall enter into an Agreement with the City that will outline the following:

- The Property Owners and all future owners of the Property will be required to participate in any future special assessment district located in the Deerfield Subdivision that requires sanitary sewer to be extended through or adjacent to the property; and
- The Agreement shall be recorded at the Williamson County Register of Deeds; and
- The Property Owners will be responsible for all costs to connect the Property to the sanitary sewer to include, but not limited to, extending the public main, required permits, pavement restoration, property restoration and complying with all local, state and federal requirements and all costs associated with the sanitary sewer connection and required fees; and
- The Property Owners will be responsible for obtaining all easements and rights of way and dedication of said easements and rights of way to the City to be recorded via plat with the Williamson County Register of Deeds.

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

Authority is granted to the City Administrator to enter into the appropriate agreements with the Property Owners to meet the contingencies listed herein as conditions by which the City will provide sanitary sewer services to the Property.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2019

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley, City Attorney



CITY OF
FRANKLIN
TENNESSEE

Request for Water and/or Sewer Availability & Associated Costs

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

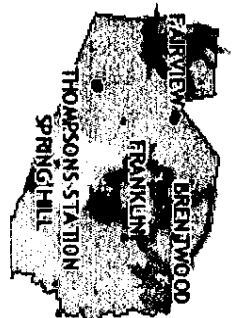
Type of Availability Requested:	CHECK ALL THAT APPLY: ☐ Water ☒ Sewer
Project Name & Subdivision, Section, Lot #	1205 SCRAMBLERS KNOB Franklin, TN. Deerfield Lot 49
Map & Parcel(s) #	MAP 52 Parcel 49
Property Address:	1205 SCRAMBLERS KNOB
City Project # (If Applicable)	
# of Dwelling Units (If Residential)	1
Applicant's Name & Company	JASON McCONNELL
Applicant's Address	8732 WOLFSBANE LN.
Applicant's Email & Phone #	JASON@McCONNELLHQ.COM 615-585-3224
Anticipated Water Meter Size(s) (see chart on pg. 3).	
Water District:	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4	
use additional sheets as necessary	
Anticipated sewage flows: Information Required for Sewer Service	
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☐ APPROVE my request *approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*

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

Email Application to:

For additional information or questions please call: 615-791-3218

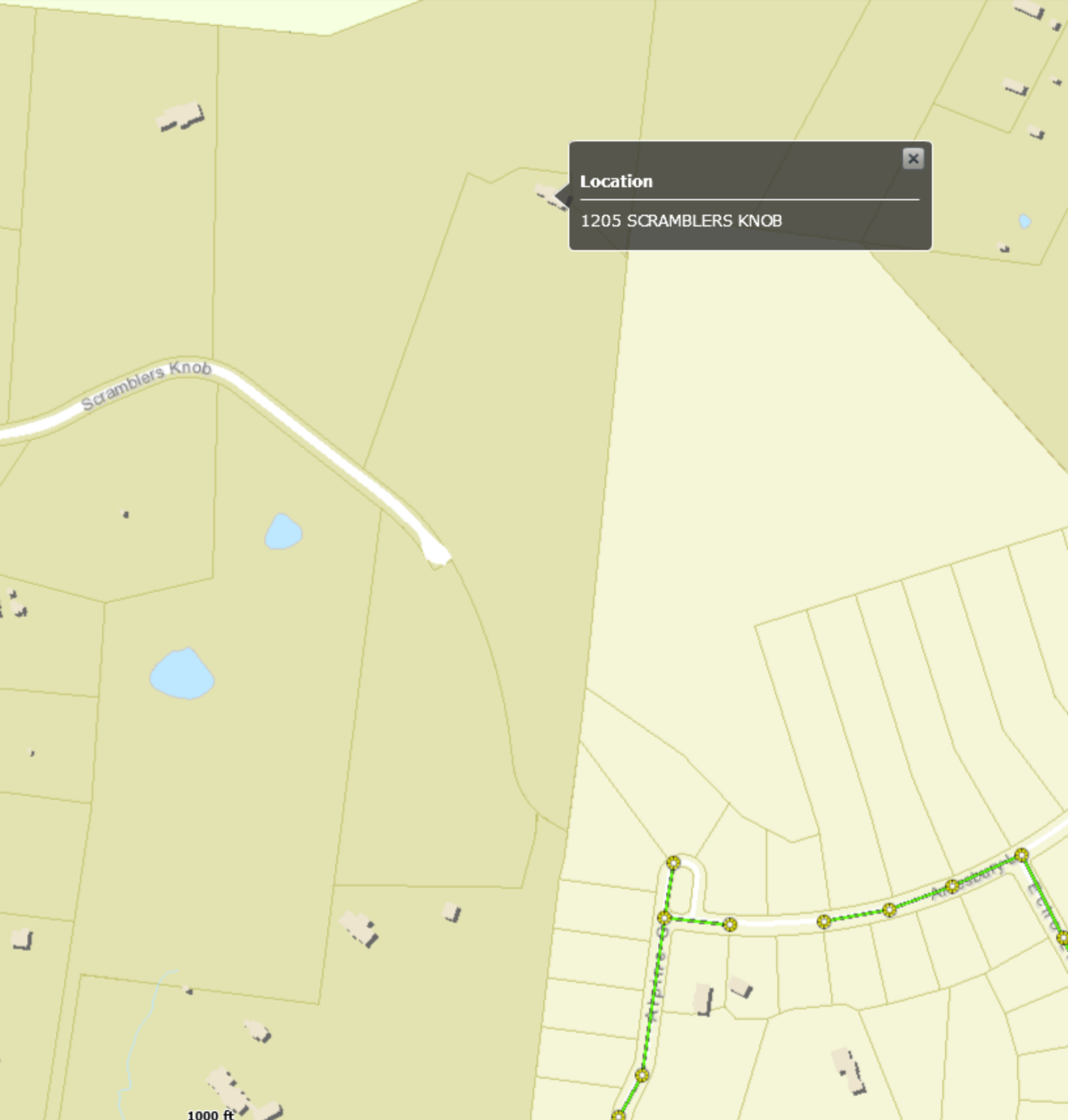
Date Submitted: OCT. 24, 2018



☒ RP-5 - Rural Preservation - 5
☒ RD-5 - Rural Development - 5
☒ RP-1 - Rural Preservation - 1
☒ RD-1 - Rural Development - 1
☐ SIC - Suburban Infill and Conservat

- | | |
|-------------------------------------|-----------------------------------|
| ☒ | MG-A-1 |
| ☒ | MG-A-5 |
| ☒ | MG-A-H |
| ☒ | H - Hamlet |
| ☐ | GVC 1 |
| ☐ | GVC 2 |
| ☐ | GVC 3 |
| ☐ | GVC 4 |
| ☐ | V - Village |
| ☐ | College Grove Village |
| ☐ | Lepier's Fork Village |
| ☒ | NC - Neighborhood Conservation |
| ☒ | NC/HH - Neighborhood Conservation |
| ☐ | 840C - 840 Center District |
| Parcels | |
| Parcel Numbers | |
| Parcel Acreage | |
| Subdivision Name | |
| Group Corner Annotation | |
| Control Map | |

Notes



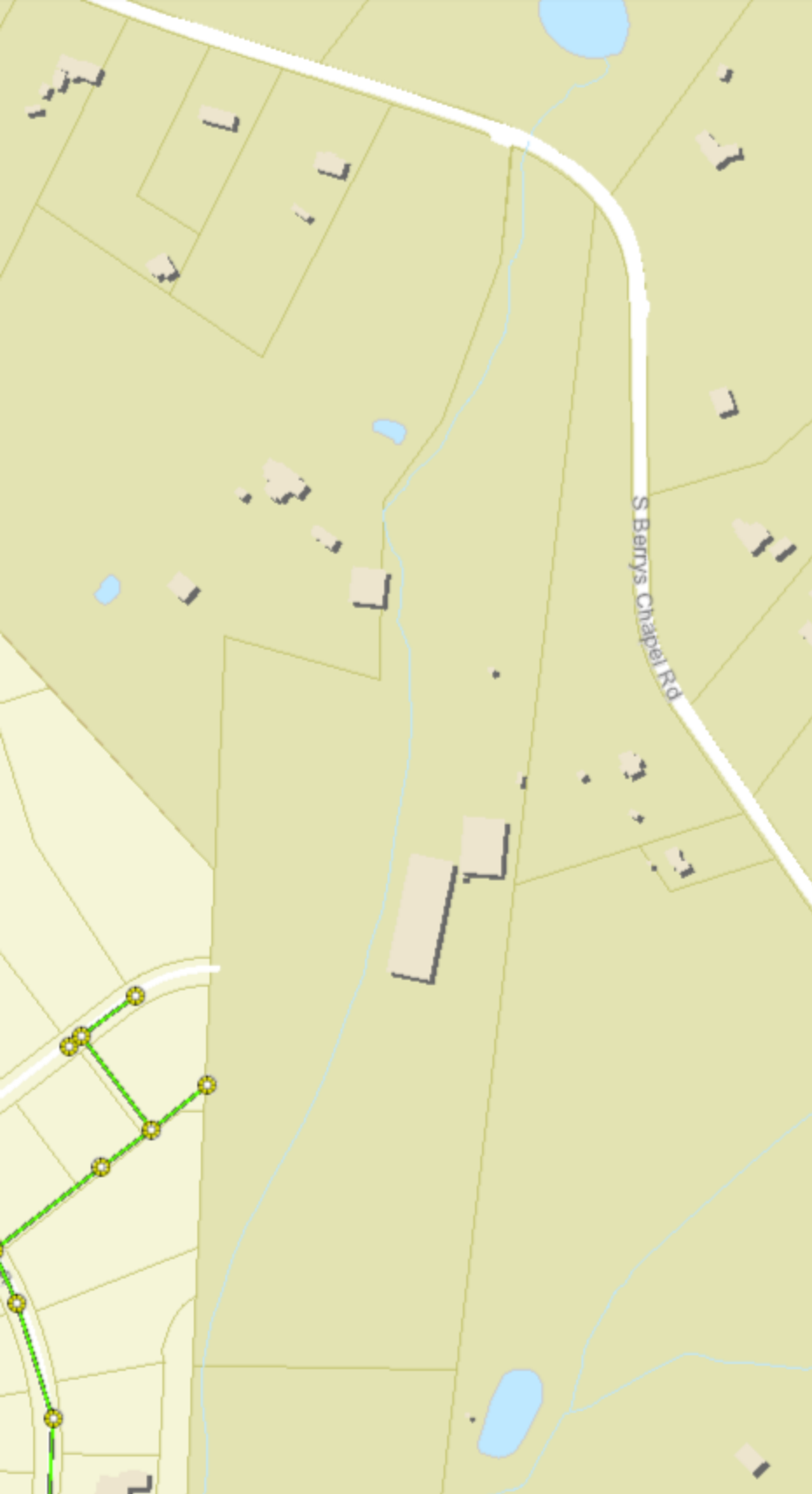
Location
1205 SCRAMBLERS KNOB

Scramblers Knob

Alpine

Assbury

1000 ft



Scramblers Knob



- SK Manhole (49)
- SK Service
- SK Gravity Main
- Zone 1
- Zone 2
- Standard
- Collectors
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City of Franklin, Tennessee
Work Session

Scramblers Knob Availability Requests

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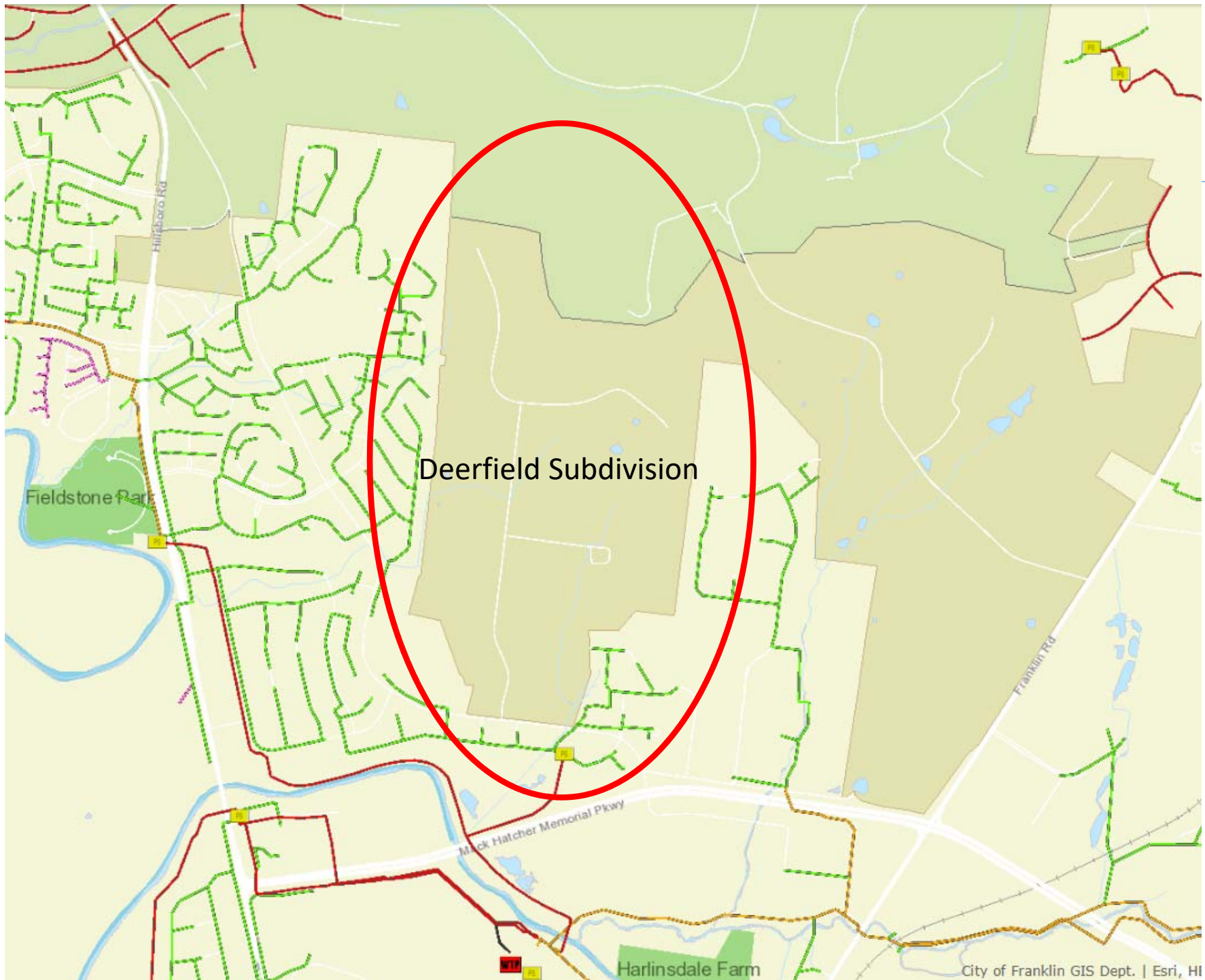
January 8, 2019

Item 18-1062 & 18-1205



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City of Franklin, Tennessee

Existing Conditions



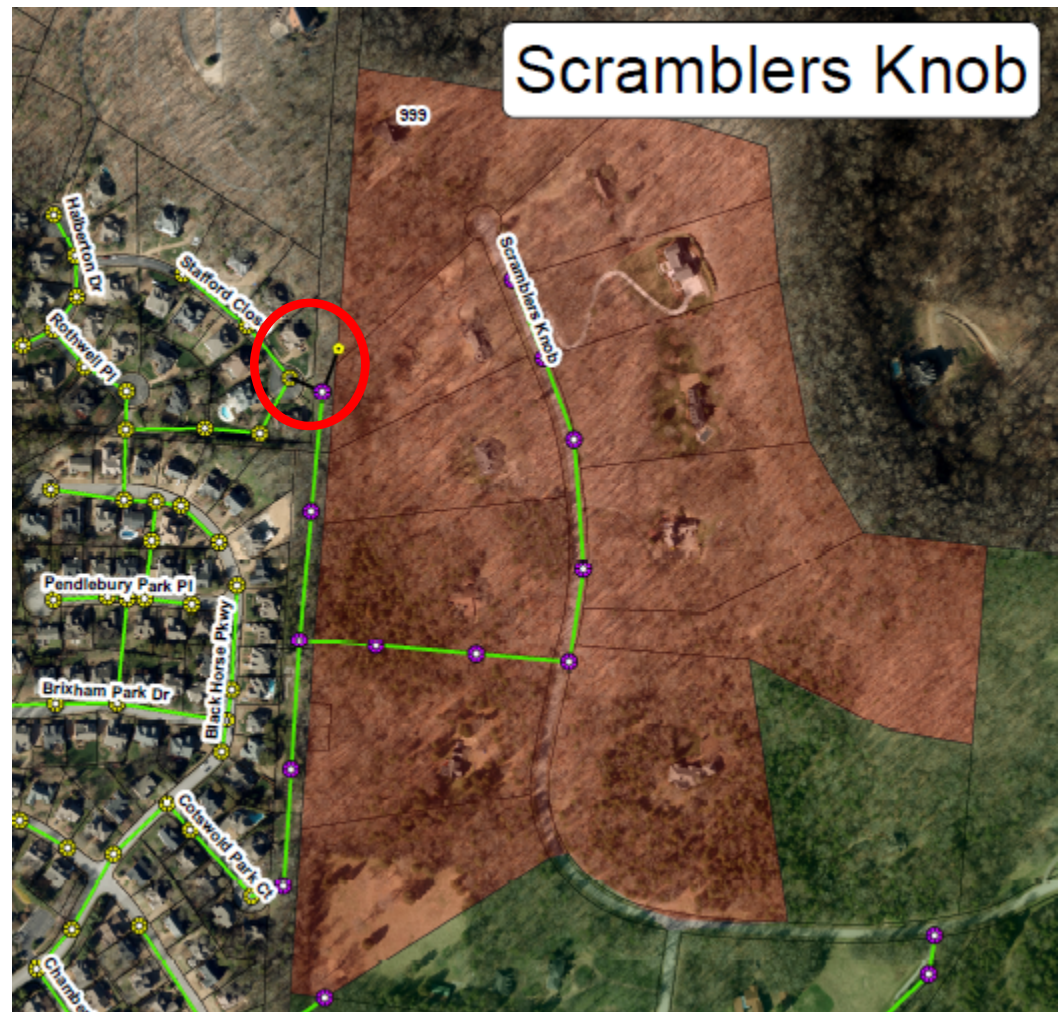


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City of Franklin, Tennessee **Worksession**

Questions

RESOLUTION NO. 2019-07

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WHEREAS, James Jason McConnell and Francesca French McConnell (hereinafter "Property Owners") currently own the property known as Deerfield Section 1 Lot 39 (Map 52 Parcel 49) (hereinafter "Property"); and

WHEREAS, on October 24, 2018 the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Property Owners, on behalf of themselves, their heirs and assigns, will agree to convey unto the City of Franklin (hereafter "the City") the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible; and

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

Authority is granted to the City Administrator to enter into the appropriate agreements with the Property Owners to meet the contingencies listed herein as conditions by which the City will provide sanitary sewer services to the Property.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2019

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley, City Attorney

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

City of Franklin
Engineering Office
109 Third Avenue South
Franklin, TN 37064

Contract No. 2014-0301
Project Fieldstone Farms Pump Station No. 1
Rehabilitation and Safety Improvements
Projects

Whereas, we **J.S. Haren** entered into a contract with the CITY OF FRANKLIN, on February 24, 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:

- Final Adjusting Change Order reflecting balance remaining at end of the contract
- Address time increase for completion of project (add 48 calendar days to contract)

Attachments (List documents supporting change):

- Final payment from Contractor
- Final Change Order from Contractor

Work Completed:

Item	Description of Work	Bid Qty & Unit		Unit Price	Final Quantity	Final Value
A	Mobilization and Demobilization	1	LS	\$75,000.00	1	\$75,000.00
B	Pump Station Improvements	1	LS	\$1,362,000.00	1	\$1,362,000.00
C	Influent Channel Grinder Equipment	1	LS	\$95,000.00	1	\$95,000.00
D	Allowance for Electrical Service Improvements	1	LS	\$50,000.00	0.0998	\$4,988.83
E	Allowance for SCADA Integration	1	LS	\$10,000.00	0	\$0
F	Contingency (CO#1)	1	LS	\$100,000.00	0.143	\$29,657.05
G	Raise Wetwell Walls, Valve Vault Walls, Electrical Room Slab (CO#1)	1	LS	\$9,522.00	1	\$9,522.00
TOTAL				\$1,701,522.00		\$1,576,167.88

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$1,592,000.00
Net Increase from previous Change Orders No. 0 to 1:
\$109,522.00
Contract Price prior to this Change Order:
\$1,701,522.00
Net decrease of this Change Order:
(\$125,354.12)
Contract Price with all approved Change Orders:
\$1,576,167.88

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Start Date: 7/21/15
Completion Date: 7/20/16
Contract Times prior to this Change Order:
Start Date: 7/21/15
Completion Date: 7/20/16
Net increase this Change Order:
Final Completion: 48 calendar days
Contract Times with all approved Change Orders:
Final Completion Date: 9/6/16

Now, Therefore, We, J.S. Haren, 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: *Kevin P. Mullins*
ENGINEER
DATE: 1/20/17

By: _____
CITY PROJECT MANAGER
DATE: _____

By: _____
WATER DEPARTMENT DIRECTOR
DATE: _____

ACCEPTED:

By: _____
CONTRACTOR
DATE: _____

APPROVED:

By: _____
OWNER (Authorized Signature)
DATE: _____



MONTHLY INVOICE
PREPARED BY
GARVER, LLC

PROJECT NAME:	Fieldstone Farms Pump Station	INVOICE NUMBER:	14-FINAL
OWNER:	City of Franklin Water Management Department 124 Lumber Drive Franklin, TN 37064	FROM:	09/01/16
CONTRACTOR:	J.S. Haren 1175 Hwy 11 N Athens, TN 37303	TO:	09/06/16
CONTRACT DATE:	July 21, 2015	GARVER PROJECT NUMBER:	13068060
		CONTRACT COMPLETION DATE:	09/06/16
		DATE WORK BEGAN:	07/21/15
		SUBSTANTIAL COMPLETION:	
CONTRACT AMOUNT:		CONSTRUCTION TIME:	
ORIGINAL:	\$ 1,592,000.00	ALLOTTED:	365 Calendar Days
CHANGE ORDERS:	\$ 109,522.00	SUSPENDED:	48 Calendar Days
REVISED:	\$ 1,701,522.00	USED:	365 Calendar Days
	93% of Contract Amount Used To-date		100% of Contract Time Used To-Date

CERTIFICATION, RECOMMENDATION, & APPROVAL

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by all prior Applications for Payment; (2) title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by the Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) all contract labor standards requirements have been complied with by Contractor and by each subcontractor employing mechanics or laborers at the site of the work; and (5) the quantities shown on the attached Unit Price Schedule reflect the quantities complete at the closing date of this invoice period.

Certified By:

CONTRACTOR: J.S. Haren

By:

Date:

Recommended By:

ENGINEER: Garver, LLC

By:

Date:

Approval for Payment By:

OWNER: City of Franklin

Approved By:

Date:

Total Amount of Work Done	1,576,167.88
Plus Materials Stored	0.00
TOTAL	1,576,167.88
Less Retainage (5% of Half the Contract Amount)	0.00
Difference	1,576,167.88
Less Previous Payments	1,442,032.28
AMOUNT DUE ON CONTRACT THIS INVOICE	134,135.60

WORK COMPLETED TO-DATE
Fieldstone Farms Pump Station

INVOICE NUMBER: 14-FINAL
TO: 09/06/16

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
A	MOBILIZATION AND DEMOBILIZATION (NOT TO EXCEED 5% TOTAL BASE BID)	LS	1.0	\$ 75,000.00		0.00	\$ 15,000.00	1.00	\$ 75,000.00
A.1	Mobilization / Demobilization		1.0	\$ 37,500.00		0.40	\$ 15,000.00	1.00	\$ 37,500.00
A.2	Bonds & Insurance		1.0	\$ 37,500.00			\$ -	1.00	\$ 37,500.00
B	PUMP STATION IMPROVEMENTS	LS	1.0	\$ 1,362,000.00	1.0	0.00	\$ 44,560.00	1.00	\$ 1,362,000.00
B.1	Temporary Bypass Tie In to Force Main	LS	1.0	\$ 5,700.00	1.0		\$ -	1.00	\$ 5,700.00
B.2	Temporary Bypass Pumping	Days	5.0	\$ 1,500.00	5.0		\$ -	5.00	\$ 7,500.00
B.3	Preblast Survey	LS	1.0	\$ 12,000.00	1.0		\$ -	1.00	\$ 12,000.00
B.4	Vibration Controls	LS	1.0	\$ 10,000.00	1.0		\$ -	1.00	\$ 10,000.00
B.5	Drill Rock	LS	1.0	\$ 35,000.00	1.0		\$ -	1.00	\$ 35,000.00
B.6	Blasting	LS	1.0	\$ 65,000.00	1.0		\$ -	1.00	\$ 65,000.00
B.7	Excavate WW	LS	1.0	\$ 31,500.00	1.0		\$ -	1.00	\$ 31,500.00
B.8	Pump Groundwater	Month	3.0	\$ 7,500.00	3.0		\$ -	3.00	\$ 22,500.00
B.9	Form and Pour WW Slab	LS	1.0	\$ 89,500.00	1.0		\$ -	1.00	\$ 89,500.00
B.10	Form and Pour WW Walls	LS	1.0	\$ 125,000.00	1.0		\$ -	1.00	\$ 125,000.00
B.11	Pour Invert in WW	LS	1.0	\$ 14,400.00	1.0		\$ -	1.00	\$ 14,400.00
B.12	Form and Pour WW Top	LS	1.0	\$ 63,250.00	1.0		\$ -	1.00	\$ 63,250.00
B.13	Set Influent MH	LS	1.0	\$ 17,500.00	1.0		\$ -	1.00	\$ 17,500.00
B.14	Set Sluice Gate	LS	1.0	\$ 8,620.00	1.0		\$ -	1.00	\$ 8,620.00
B.15	Tie in Influent Pipe	LS	1.0	\$ 14,100.00	1.0		\$ -	1.00	\$ 14,100.00
B.16	Backfill WW	LS	1.0	\$ 27,700.00	1.0		\$ -	1.00	\$ 27,700.00
B.17	Form and Pour Valve Vault Slab	LS	1.0	\$ 40,100.00	1.0		\$ -	1.00	\$ 40,100.00
B.18	Form and Pour Valve Vault Walls	LS	1.0	\$ 47,200.00	1.0		\$ -	1.00	\$ 47,200.00
B.19	Form and Pour Valve Vault Top	LS	1.0	\$ 41,350.00	1.0		\$ -	1.00	\$ 41,350.00
B.20	Flow Meter MH Adj	LS	1.0	\$ 18,000.00	1.0	1.00	\$ 18,000.00	1.00	\$ 18,000.00
B.21	Install Air Relief MH	LS	1.0	\$ 14,500.00	1.0		\$ -	1.00	\$ 14,500.00
B.22	Install Discharge Piping	LS	1.0	\$ 37,800.00	1.0		\$ -	1.00	\$ 37,800.00
B.23	Backfill Valve Vault	LS	1.0	\$ 16,750.00	1.0		\$ -	1.00	\$ 16,750.00
B.24	Excavate and Pour Elec Bld Footing	LS	1.0	\$ 42,000.00	1.0		\$ -	1.00	\$ 42,000.00
B.25	Form and Pour Above Grade Slabe at WW	LS	1.0	\$ 6,650.00	1.0		\$ -	1.00	\$ 6,650.00
B.26	Electrical Bld Walls	LS	1.0	\$ 23,750.00	1.0		\$ -	1.00	\$ 23,750.00
B.27	Electrical Slab	LS	1.0	\$ 8,800.00	1.0		\$ -	1.00	\$ 8,800.00
B.28	Roof with Gutters	LS	1.0	\$ 15,900.00	1.0	0.20	\$ 3,180.00	1.00	\$ 15,900.00
B.29	Electrical	LS	1.0	\$ 135,000.00	1.0	0.01	\$ 1,350.00	1.00	\$ 135,000.00
B.30	Form and Pour Generator Slab	LS	1.0	\$ 4,800.00	1.0		\$ -	1.00	\$ 4,800.00
B.31	Set Pumps Controls & VFD	LS	2.0	\$ 99,000.00	2.0		\$ -	2.00	\$ 198,000.00
B.32	Set Generator	LS	1.0	\$ 76,500.00	1.0		\$ -	1.00	\$ 76,500.00
B.33	Demo Existing Station	LS	1.0	\$ 52,800.00	1.0		\$ -	1.00	\$ 52,800.00
B.34	Demo Existing Fence	LS	1.0	\$ 10,800.00	1.0		\$ -	1.00	\$ 10,800.00
B.35	6" Rock Cover	LS	1.0	\$ 10,530.00	1.0	1.00	\$ 10,530.00	1.00	\$ 10,530.00
B.36	Erect New Fence	LS	1.0	\$ 11,500.00	1.0	1.00	\$ 11,500.00	1.00	\$ 11,500.00
C	INFLUENT CHANNEL GRINDER EQUIPMENT	LS	1.0	\$ 95,000.00	1.0	0.00	\$ -	1.00	\$ 95,000.00
D	ALLOWANCE FOR ELECTRICAL SERVICE IMPROVEMENTS	Allowance	1.0	\$ 50,000.00	0.0998	0.00	\$ -	0.0998	\$ 4,988.83
E	ALLOWANCE FOR SCADA INTEGRATION	Allowance	1.0	\$ 10,000.00	-	0.00	\$ -	0.00	\$ -
F	Contingency (See Change Order #1)	LS	1.0	\$ 100,000.00	0.143	0.30	\$ 29,657.05	0.30	\$ 29,657.05
G	Raise Wetwell Walls, Valve Vault Walls, Electrical Room Slab 12" (See Change Order #1)	LS	1.0	\$ 9,522.00	1.0	0.25	\$ 2,380.50	1.00	\$ 9,522.00
TOTALS				\$ 1,701,522.00			\$ 91,597.55		\$ 1,576,167.88

MATERIALS STORED

INVOICE NUMBER: 14

Company Name	Description of Stored Material	Invoice No.	Unit	Unit Price	Quantity Stored	\$Amount Stored	Quantity Installed	\$Amount Installed	Balance Remaining
JWC	Channel Monster	73718	LS	\$77,000.00	1.00	77,000.00	1.00	77,000.00	0.00
Southern Sales	Pumps	562904	LS	\$48,799.00	1.00	48,799.00	1.00	48,799.00	0.00
C&B Piping	Piping Accessories	36678	LS	\$16,362.27	1.00	16,362.27	1.00	16,362.27	0.00
Gerdau	Rebar	950076109	LS	\$7,826.53	1.00	7,826.53	1.00	7,826.53	0.00
Old Castle Precast	Manholes and Appurtenances		LS	\$5,450.00	1.00	5,450.00	1.00	5,450.00	0.00
C&B Piping	Mechanical Joint Accessories	36493	LS	\$5,464.80	1.00	5,464.80	1.00	5,464.80	0.00
C&B Piping	Piping Accessories	38117	LS	\$3,642.72	1.00	3,642.72	1.00	3,642.72	0.00
C&B Piping	Piping Accessories	36698	LS	\$1,972.80	1.00	1,972.80	1.00	1,972.80	0.00
Bar Environmental	Slide Gate	2071	EA	\$6,500.00	1.00	6,500.00	1.00	6,500.00	0.00
DeZURIK	Valves	61019323	LS	\$5,476.96	1.00	5,476.96	1.00	5,476.96	0.00
DeZURIK	Valves	61019700	LS	\$831.25	1.00	831.25	1.00	831.25	0.00
C&B Piping	Gaskets	36406	LS	\$659.00	1.00	659.00	1.00	659.00	0.00
Gerdau	Rebar	95071625	LS	\$3,164.22	1.00	3,164.22	1.00	3,164.22	0.00
Gerdau	Rebar	95082834	LS	\$553.91	1.00	553.91	1.00	553.91	0.00
Gerdau	Rebar	95039424	LS	\$970.99	1.00	970.99	1.00	970.99	0.00
Gerdau	Rebar	95075789	LS	\$9,020.71	1.00	9,020.71	1.00	9,020.71	0.00
Gerdau	Rebar	95054210	LS	\$959.62	1.00	959.62	1.00	959.62	0.00
Gerdau	Rebar	95075740	LS	\$6,463.29	1.00	6,463.29	1.00	6,463.29	0.00
Gerdau	Rebar	95073426	LS	\$1,751.85	1.00	1,751.85	1.00	1,751.85	0.00
Gerdau	Rebar	95083044	LS	\$206.19	1.00	206.19	1.00	206.19	0.00
Gerdau	Rebar	95053567	LS	\$490.00	1.00	490.00	1.00	490.00	0.00
Halliday Products	Hatches	35753	LS	\$9,046.00	1.00	9,046.00	1.00	9,046.00	0.00
DeZURIK	Valves	61018238	LS	\$5,219.79	1.00	5,219.79	1.00	5,219.79	0.00
Harker Group	Vent Assy	15-063-001	LS	\$2,500.00	1.00	2,500.00	1.00	2,500.00	0.00
Southern Sales	Controls VFDs Process	572886	LS	\$138,750.00	1.00	138,750.00	1.00	138,750.00	0.00
SDH	Doors	96267	LS	\$2,208.95	1.00	2,208.95	1.00	2,208.95	0.00
TOTAL						361,290.85		361,290.85	0.00

Fieldstone Farms Pump Station

Payment Summary To-date

13068060

Invoice Number	Date	Total Work & Materials For Period	Retainage For Period	Payment Owed For Period
1	09/25/15	\$ 56,250.00	\$ (2,812.50)	\$ 53,437.50
2	09/25/15	\$ 90,559.83	\$ (3,842.50)	\$ 86,717.33
3	10/26/15	\$ 100,994.48	\$ (3,840.00)	\$ 97,154.48
4	11/30/15	\$ 111,464.55	\$ (429.75)	\$ 111,034.80
5	12/31/15	\$ 11,905.00	\$ (595.25)	\$ 11,309.75
6	01/31/16	\$ 107,098.24	\$ (5,665.00)	\$ 101,433.24
7	02/25/16	\$ 48,027.23	\$ (9,129.97)	\$ 38,897.26
8	03/31/16	\$ 85,910.00	\$ (4,295.50)	\$ 81,614.50
9	04/30/16	\$ 196,724.97	\$ (9,836.25)	\$ 186,888.72
10	05/31/16	\$ 207,492.73	\$ (2,091.33)	\$ 205,401.40
11	06/30/16	\$ 194,717.19	\$ -	\$ 194,717.19
12	07/31/16	\$ 176,692.37	\$ -	\$ 176,692.37
13	8/31/2016	\$ 96,733.74	\$ -	\$ 96,733.74

Total To-date for

Previous Payments

\$ 1,484,570.33

\$ (42,538.05)

\$ 1,442,032.28

Current Invoice

14-FINAL

09/06/16

\$ 91,597.55

\$ 42,538.05

\$ 134,135.60

Total To-date

Including This Invoice

\$ 1,576,167.88

\$ -

\$ 1,576,167.88

Original Contract Amount

\$1,592,000.00

Change Order No. 1

\$ 109,522.00

Revised Contract Amount

\$ 1,701,522.00



Construction Contract Change Order									
Project: Fieldstone Farms Pump Station No. 1					Change Order No. 2- FINAL				
Garver Job No. Design - 13068080; Construction - 14138110					Date Prepared: August 29, 2016 Prepared by: Garver, LLC				
Owner: City of Franklin - Engineering Office 109 Third Avenue South Franklin, TN 37601					Contractor: JS Haren Company 1175 Highway 11 North Athens, TN 37303				
Description of Work Included in Contract Installation of a new wastewater pump station including submersible pump installation, valve vault, station piping, electrical components including a stand-by generator, automatic transfer switch, demolition of existing pump station and electrical building, landscaping improvements, and additional site improvements.									
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Change in quantity from original contract B. Field directive to change or add to original design C. Engineering fees associated with re-design of wet well and electrical building site plan and profiles									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	D	Allowance for Electrical Service Improvements	Allowance	1	\$50,000.00	0.0998	\$50,000.00	\$50,000.00	\$4,988.83
A.	E	Allowance for SCADA Integration	Allowance	1	\$10,000.00	0.000	\$10,000.00	\$10,000.00	\$0.00
A.	F	Contingency from Change Order 1	LS	1	\$100,000.00	0.297	\$100,000.00	\$100,000.00	\$29,657.05
Note: the items listed below (F.1 thru F.5) are individual detailed amounts consolidated into the revised quantity and amount shown in bid item F above.									
B.	F-1	Install additional roof decking for installation of standing seam roof	LS	0		1	\$2,658.49	\$0.00	\$2,658.49
B.	F-2	Install concrete pedestal for VFDs in electrical building	LS	0		1	\$2,442.56	\$0.00	\$2,442.56
B.	F-3	Additional 14' cantilever sliding gate	LS	0		1	\$2,850.00	\$0.00	\$2,850.00
B.	F-4	Conduit Changes for Pump and Instrument Cables	LS	0		1	\$4,235.00	\$0.00	\$4,235.00
B.	F-5	Add HMI Screen to Control Panel	LS	0		1	\$13,695.00	\$0.00	\$13,695.00
B.	F-6	Install Additional Concrete Bollards	LS	0		1	\$1,670.00	\$0.00	\$1,670.00
B.	F-7	Install combination starter disconnect for blower	LS	0		1	\$4,860.00	\$0.00	\$4,860.00
C.	F-8	Allowance for Additional Engineering Fees (re-design)	LS	0		1	(\$2,754.00)	\$0.00	(\$2,754.00)
								Summation of Original Cost	\$160,000.00
								Net Cost for this Change Order	(\$125,354.12)
Estimated Project Cost				Time Change					
Original Contract Amount				Original Contract Start Date					
\$1,592,000.00				Original Contract Time (calendar days)					
Change Order No. 1				Additional Calendar Days granted by this Change Order					
\$109,522.00				New Contract Time (calendar days)					
This Change Order				Suspended Time					
Contract Price with all approved Change Orders				New Construction Completion Date					
\$1,576,167.88				September 6, 2016					
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver									
ACCEPTED BY CONTRACTOR									
APPROVED BY OWNER									

RESOLUTION 2018-75

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY FOR THE SOUTH CAROTHERS ROAD SEWER LINE IMPROVEMENTS PROJECT

WHEREAS, the City of Franklin (City) has determined that certain improvements are necessary for the South Carothers Road Improvements Project; and

WHEREAS, these improvements are generally described as the construction of approximately 840 feet of a 12-inch sewer line that ties into the 12-inch existing main at South Carothers Road installation of approximately 6 sanitary sewer manholes as well as all appurtenances needed for the construction; and

WHEREAS, it will be necessary for the City to obtain easements from the landowner for the construction of the Project; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to extend public roads and utilities, see T.C.A. §29-17-301 *et seq.*, and to acquire Rights-of-Way and Easements necessary for proper completion of the said Project, and that the acquisition of such Rights-of-Way and/or Easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and /or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and /or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

(Signatures on page 2)

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2018.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

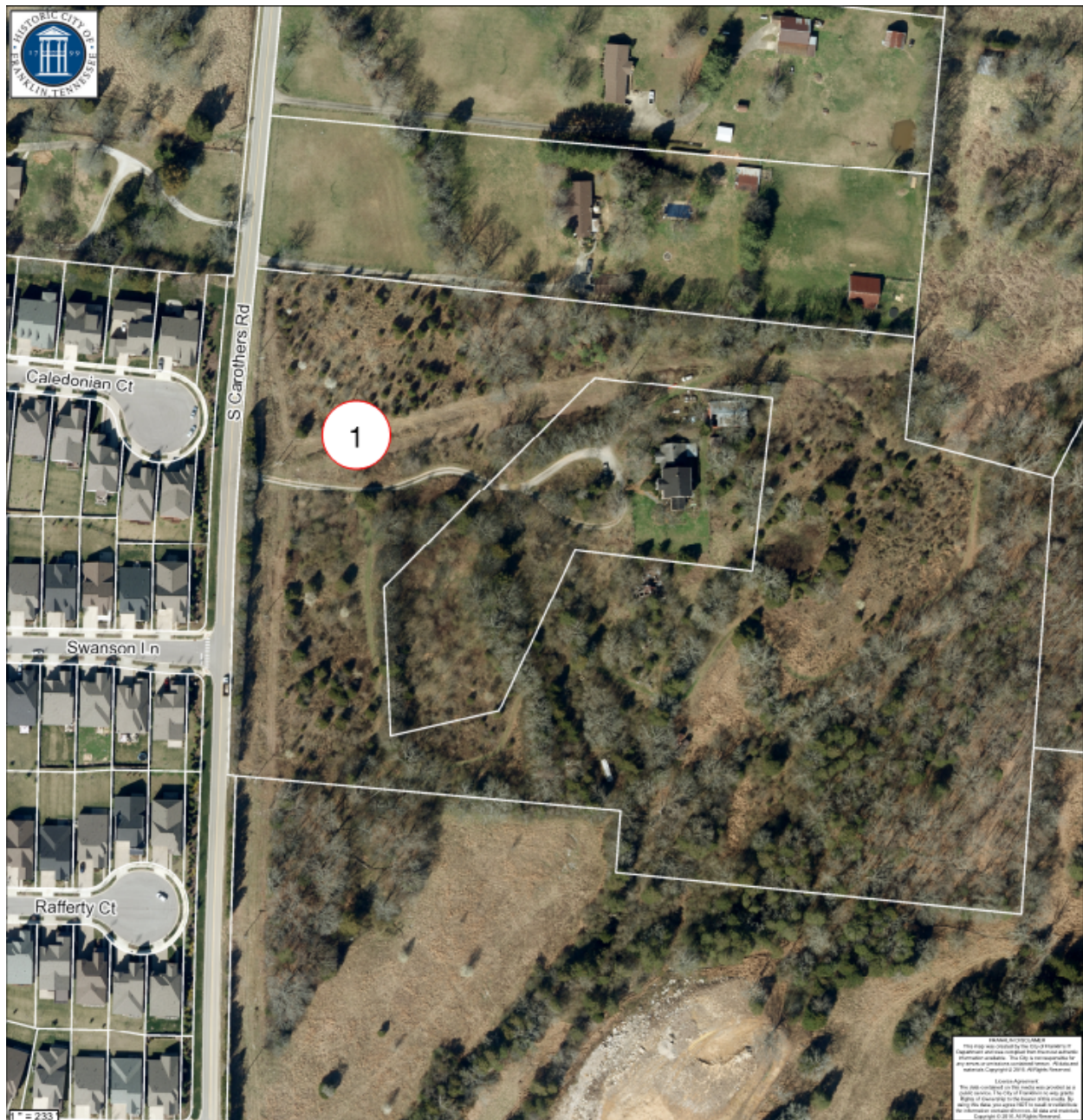
By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

Shauna R. Billingsley
City Attorney

EXHIBIT A



Tract #	Map	Parcel
1	89	38.01

RESOLUTION NO. 2018-99

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A TWO-WAY AGREEMENT WITH WAZE MOBILE LIMITED ("WAZE") TO ENROLL THE CITY OF FRANKLIN IN THE WAZE CONNECTED CITIZENS PROGRAM ("CCP")

WHEREAS, the City of Franklin encourages the sharing of transportation data through technology and intelligent transportation systems; and

WHEREAS, the WAZE Connected Citizens Program ("CCP"), by WAZE Mobile Limited ("WAZE"), which is owned by Google, Inc., is a two-way transportation data information sharing program; and

WHEREAS, the City of Franklin desires to participate in the WAZE CCP.

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

SECTION 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to enter into a two-way agreement with WAZE Mobile Limited ("WAZE") to enroll in the WAZE Connected Citizens Program ("CCP").

SECTION 2. This Resolution shall take effect immediately from and after the date of passage and adoption.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley

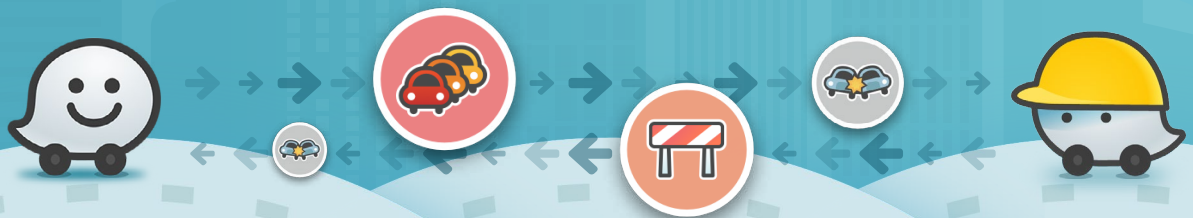
City Attorney



The Waze Connected Citizens Program is a free, two-way data exchange empowering municipal decisions to achieve concrete community impact. Launched in October 2014 with 10 city partners, the program has expanded to 450 partners including city, state and country government agencies, nonprofits and first responders.

WAZE provides real-time, anonymous, proprietary incident and slow-down information directly from the source: drivers themselves

PARTNERS provide real-time and advance information on government-reported construction, crash and road closure data



BENEFITS



TO WAZERS

The Waze map evolves with every driver and data point added. The Connected Citizens Program yields more data, giving Wazers a greater ability to circumvent road closures and traffic jams.



TO PARTNERS

SITUATIONAL AWARENESS: Partners receive real-time incident information faster than other reporting methods and accurately pinpoint where incidents occur, creating faster response and clearing times and potentially saving lives

TWO-WAY DRIVER COMMUNICATION: Partners leverage Waze as a two-way communication channel: Partners use Waze to inform drivers of major traffic events and drivers communicate back real-time road insights through the app

INFRASTRUCTURE PLANNING: Insights into locations with frequent congestion or hazards yields smarter urban planning

BRIDGING CONNECTIONS WITH OTHER PARTNERS: Waze gathers partners via in-person summits and an online forum to discuss case studies and exchange ideas to further impact communities globally

STREAMLINING DATA INPUTS: Partners can utilize data standards designed by Waze for closure and incident reporting to reduce data fragmentation and promote transport and government data aggregation.

REAL-LIFE CONNECTED CITIZENS DATA EXCHANGE CASES



RIO DE JANEIRO (COR)

Analyzed traffic and incident data from Waze to identify neighborhoods that experience the most congestion on election days (FIG. 1).

Rio later used this analysis during a secondary election to test transit management personnel staffing within neighborhoods. The right image shows a decrease in reported heavy congestion (dark red) as a result of this test.

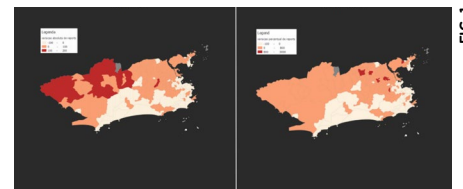


FIG. 1



FIG. 2



CITY OF BOSTON

Analyzed three months of Waze data to determine locations with the most double parked car reports. Issued month-long test where Bike Strike Team was dispatched to alleviate traffic conditions.

In one month, issued more than 240 move-alongs and 36 parking tickets. Test has led to additional mobility experimentation by the city.

Lynne McAlister

723 Fair Street
Franklin TN 37064

17 October 2018

Paul Holzen
Engineering Director
109 3rd Avenue South
Franklin, TN 37064

Thank you for considering the Downtown Neighborhood Association's (DNA) input regarding Franklin's street striping and parking initiative. As President of the DNA, and on behalf of the DNA, I approve the proposed striping plan for the 200 block of 4th Ave South and agree with the two requested revisions including adding an additional parking space in front of 217 and 203 4th Avenue South.

Thank you for working to make Franklin safe and delightful!

Best,

Lynne

Lynne McAlister

Paul Holzen

From: Lynne McAlister <lynnemcalister@me.com>
Sent: Wednesday, November 7, 2018 3:24 PM
To: Walter Green
Cc: Paul Holzen; Joann Ross; Ernie Bacon
Subject: Re: Parking study

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

Gentlemen,

Thank you all for your hard work on this!
Walt, you are an excellent communicator!

Lynne

Lynne McAlister

Mobile 919.449.4232

"There is only trying. The rest is not our business." - T.S. Eliot

On Nov 7, 2018, at 7:55 AM, Walter Green <greenwr7@gmail.com> wrote:

Good morning, Paul. Yesterday, I shared your revised striping plan with the Butlers, Bev Roberts and the Hoovers at 217, 215 and 203 4th Avenue South, respectively. All three approved. In summary, of the 14 neighbors, 12 approve, one does not and one has not yet moved in and has not responded to my request to meet and discuss the matter.

Thank you so much for helping to resolve the final concerns of the neighbors and for making our block safer and more civilized.

Please let Ernie and me know when and if we need to present this to the City.

Have a super day.

Walt

On Mon, Nov 5, 2018 at 9:40 AM Paul Holzen <paul.holzen@franklintn.gov> wrote:

Walter,

See Attached updated exhibit. A few notes to tell the property owners.

- The City Fire Marshal and City Engineer are willing to accept 10' separation for the fire hydrant. The standard is 15'.
- The City Engineer is willing to allow for two 20'x8' spaces at these two locations. A typical space is 8'x22'. This is 2' smaller than the standard.
- The property owners may have some difficulty seeing out of there driveway. This is acceptable given the low traffic volume on this block of 4th Ave South.

Once the property owners have approved I can help you take this forward for BOMA approval.

Thanks for the help!

Paul

From: Walter Green <greenwr7@gmail.com>
Sent: Monday, November 5, 2018 8:41 AM
To: Paul Holzen <paul.holzen@franklintn.gov>
Subject: Re: Parking study

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

Yes, got it. Thanks.

I hope you got my email about striping of the 200 block of 4th Ave. S.

Have a super day.

Walt

On Mon, Nov 5, 2018, 8:19 AM Paul Holzen <paul.holzen@franklintn.gov> wrote:

Walter,

See Attached. Please let me know if you received it.

Thanks,

Paul

From: Walter Green <greenwr7@gmail.com>
Sent: Saturday, November 3, 2018 11:39 PM
To: Paul Holzen <paul.holzen@franklintn.gov>
Subject: Parking study

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

Hi, Paul. I am the guy who is working with the DNA to review permitting and other parking strategies in other cities.

I have been trying to access the latest parking study conducted for the COF and wonder if it is the late 2017 30-page Volkert report.

Thanks. Walt

RESOLUTION NO. 2013-31

A RESOLUTION TO ADOPT THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) LOCAL VERSION OF TDOT *CONSULTANT SELECTION POLICY FOR PROJECTS FUNDED IN WHOLE OR IN PART WITH FUNDS PROVIDED BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION* (FORM 1-2), RELATIVE TO PROJECTS FUNDED IN WHOLE OR IN PART WITH FUNDS PROVIDED BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Franklin applies for and receives state and federal transportation funds for various City projects; and

WHEREAS, the City of Franklin, in order to maintain eligibility for state and federal funding must comply with the consultant selection policy for projects funded in whole or in part with funds provided by the Federal Highway Administration or the Tennessee Department of Transportation.

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

SECTION 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee adopts the Tennessee Department of Transportation Local Version of *TDOT Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation* (Form 1-2) (Exhibit A), relative to Projects funded in whole or in part with funds provided by the Federal Highway Administration or the Tennessee Department of Transportation.

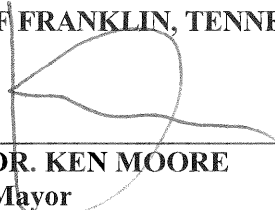
SECTION 2. This Resolution shall take effect upon adoption.

Adopted this 28th day of May, 2013

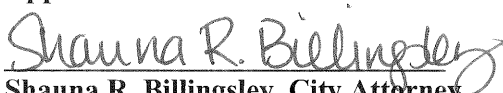
ATTEST:

By: 
ERIC S. STUCKEY
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE

By: 
DR. KEN MOORE
Mayor

Approved as to Form:


Shauna R. Billingsley, City Attorney

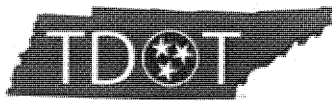


EXHIBIT A

Local Government Guidelines Form 1-2
October 26, 2011

CITY OF FRANKLIN, TENNESSEE

Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation

AUTHORITY: 23 CFR 172.9. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

PURPOSE: To prescribe the policy of the CITY OF FRANKLIN, TENNESSEE, HEREINAFTER REFERRED TO AS the AGENCY), applicable to the retention of consultant services for architectural, engineering, and technical services for projects funded in part or in whole with funds provided by the Federal Highway Administration.

APPLICATION:

- A. **Engineering and Design Related Services.** This policy is to include all engineering and design related services described in Title 40 U.S.C. Chapter 11, Title 23 U.S.C. Section 112 (b)(2), 23 C.F.R. Part 172 and 49 C.F.R. Section 18.36(t) for projects funded in whole or in part with funds from the Federal Highway Administration through the Tennessee Department of Transportation (TDOT) or state funds through the same entity.

Broadly defined, these services include program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping or architectural related services with respect to construction projects. They may include emergency contracts.

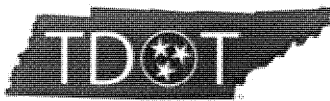
Examples of services included within the scope of this policy are comprehensive transportation planning, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, inspection services, intelligent transportation system design and development, traffic control systems design and development, materials inspection and testing, value engineering, and utility analysis/design services.

- B. **Technical Services** Technical services such as inspection of structural steel fabrication, laboratory testing, inspection of welds on existing bridges, overhead sign inspection, underwater inspection, utility installation inspection, geotechnical sub-surface exploration/drilling and lab testing, etc., are also included in this policy.



DEFINITIONS:

- A. ***Project Specific Contract*** – A project specific contract provides for all the work associated with a specific project that is desired to be contracted with the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the AGENCY and a consultant for the performance of a fixed scope of work related to a specific project or projects.
- B. ***Multiphase Contract*** - Multiphase contracts are similar to project specific contracts except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
- C. ***Competitive Negotiation*** - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11 (formerly 40 U.S.C. §541-544). The proposal solicitation process is by public advertisement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.
- D. ***Noncompetitive Negotiation*** – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source or there is an emergency which will not permit the time necessary to conduct competitive negotiations.
- E. ***Small Purchase Procedures*** - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11) (currently \$100,000.00). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.



- F. **Technical Service Procurement Procedure** – A technical service procurement procedure is used for the procurement of services as described in this policy at “APPLICATION”, Item B, Technical Services. Price quotations are obtained from qualified firms for the specified work either by public advertisement or by requests. Awards are made to the responsible firm whose proposal is most advantageous to the AGENCY with price and other relevant factors considered.

POLICY:

I. CONSULTANT EVALUATION COMMITTEE

- A. **Establishment of a Consultant Evaluation Committee:** The Agency’s legally designated selection authority shall designate the members of the Consultant Evaluation Committee (“CEC”), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The legally designated selection authority must approve any change in membership of the CEC prior to advertisement and approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- B. **Role:** The CEC shall have the responsibility of submitting to the legally designated selection authority a recommended list of qualified firms.
- C. **Record of Proceedings:** The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the legally designated selection authority.

II. PREQUALIFICATION

- A. **Tennessee Department of Transportation’s Prequalified Consultant List:** Firms must be currently on TDOT’s list of prequalified consultants.
- B. **Expiration or termination.** Expiration or termination of a consultant’s prequalification status may be cause for AGENCY to terminate any contract with a consultant.



III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

- A. **Confidentiality:** To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
- B. **Consultant Advertisement:** The Agency shall advertise for proposals from prequalified firms by advertising through appropriate media and its internet website. Advertisement shall provide, at a minimum, the following:
1. General scope of the work.
 2. Evaluation criteria.
 3. Method of payment.
 4. Contact information.
 5. Deadline for submittals.
 6. A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline.
 7. Disadvantaged Business Enterprise (DBE) encouragements.

The advertisement may include multiple phases of a project. For example, the CEI consultant may not be the same as the PE/Design/ROW consultant(s), but this consultant may be selected at the same time as the consultant(s) for the other phase(s). The advertisement shall separate the scope into phases and the consultant must indicate to which portion they are responding. If a consultant responds to the construction phase along with other phases, they may not be selected for the entire project. This will be clearly indicated in the advertisement.

- C. **Consultant Evaluation Criteria:** The evaluation criteria for proposals shall, at a minimum, include the following:
1. Ability and relevant expertise of the firm's personnel to be used in performing the service.
 2. Past experience in the required disciplines with TDOT and/or other clients.
 3. Qualification and availability of staff.
 4. Demonstrated ability to meet schedules without compromising sound engineering practice.
 5. Evaluations on prior federally-funded projects, if available.
 6. Size of project and limited or unlimited prequalification status.
 7. Amount of work under contract with the Agency.
 8. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
 9. Other factors, including interviews and demonstrations, as approved by



the Agency.

D. *Sub-consultants for Engineering Services*

1. A consultant who has been asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. All sub-consultants identified on the submittal shall be pre-qualified by TDOT to perform the required tasks or have an application pending prior to submittal of the proposal. Failure to meet these requirements would void the submittal.
2. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified by TDOT to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.

E. *Contract Selection*

1. The proposal shall contain a section wherein a firm may identify certified Disadvantaged Business Enterprises (DBEs) that the firm commits to use during the project. Although it is not a mandatory requirement that consultants submitting proposals commit to DBE participation, a good faith effort toward diversity is encouraged in the team make-up. The Agency may set DBE goals on projects involving federal funds, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 C.F.R. 26.53.
2. Evaluation of Proposals by CEC
 - a) The Agency shall evaluate the proposals of firms using the evaluation criteria.
 - b) Separate formal interviews, if approved as an evaluation criteria, should be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
 - c) The CEC shall recommend to the legally designated selection



authority a list of no fewer than three of the firms deemed most qualified to provide the services required.

3. **Contract Selection:** The legally designated selection authority shall rank the firms in order of preference based upon the evaluation criteria. The AGENCY will negotiate with the firm(s) in rank order. All considered firms who were unsuccessful in the selection process shall be so notified.

F. Negotiation of Contract

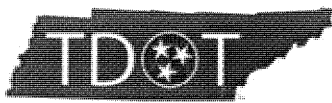
The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. **Determination of Contract Amount:** Following a decision to use consultant services, AGENCY staff shall prepare an estimate of man-days or project cost required based on:
 - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance, and,
 - b) A comparison with the experience record for similar work performed both by AGENCY personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. **Scope of Work Meeting with Selected Firm:** The Agency will negotiate with the selected firm. The Agency may arrange a conference with the prospective consultant at which the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
3. **Cost Proposal:** The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor



and equipment requirements by the following and other appropriate considerations.

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
 - b) The Agency, as deemed appropriate, will assess the fairness of the proposed fee.
 - c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
4. **Contract Negotiations:** If the consultant's first cost proposal is rejected by THE AGENCY, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If THE AGENCY rejects the consultant's second cost proposal, negotiations shall cease and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, THE AGENCY will undertake negotiations with the third most qualified firm and others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the AGENCY may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and invite another group of consultants to submit proposals pursuant to "POLICY", Section III, Competitive Negotiation Procurement Procedure.

G. *Contract Development and Execution:*

1. In the event the parties reach agreement, the Legally Designated Selection Authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the AGENCY.
3. If the consultant contract includes a DBE goal, the consultant shall report at least quarterly all amounts paid to any DBE sub-consultants.
4. **Method of Payment:** The preferred method of contract is Cost Plus Fixed Fee (CPFF). Cost accounting records must be maintained. In accordance with 23CFR 172.5(c), the cost plus a percentage of cost and



percentage of construction cost methods of compensation shall not be used.

5. The Agency shall maintain a record of the negotiations and all required approvals.
6. Prior to approval of the contract, the AGENCY must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract.

H. *Monitoring of Active Projects:*

1. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, representatives of the AGENCY shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.
2. An employee of THE AGENCY shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments upon request.

I. *Supplemental Agreements:*

1. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection.



J. Contract Accounting Policies:

1. Overhead Charge

Federally funded projects: The overhead charge, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by a cognizant agency as defined by 23 CFR 172. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. The overhead rate for firms with multiple offices shall be a combined rate for all offices. The rate for the overhead charge will be valid for a one year accounting period. If the overhead rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR 172.7(b).

2. Net Fee Calculation:

The fee for profit is negotiable. The maximum allowable net fee is 13% and should be negotiated depending on the type work, complexity, time restraints, etc., of the project. Net fee is calculated using the following formula: $\text{Net Fee} = 2.35 \times \text{Direct Salary} \times \text{Allowed Net Fee Rate}$.

For cost plus fixed net fee contracts, net fee shall be invoiced as follows: Net fee is invoiced based on the total approved net fee multiplied by the estimated percentage of project completion during the invoicing period as stated in the progress report, less any previous partial payments.

3. Contract and Project Closing:

The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. It is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.

4. Audit Requirements

- a) Pre-award audits consist of a review of a proposed indirect cost (overhead) rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals. Awarded contracts are subject to interim and final



audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Annual reviews of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results.

5. Computer Aided Drafting and Design (CADD) Expenditures:

All CADD equipment and software expenditures are to be treated as part of overhead. CADD expense will not be allowed as a direct expenditure based on an allocation rate.

6. Facilities Capital Cost of Money (FCCM) Rate:

FCCM referenced in 48 CFR 31.20510 shall be allowed as part of overhead and applied to direct labor.

7. Direct Cost.

- a) Direct Costs include job related expenses which are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
- b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
- c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's overhead.
- d) The cost of the use of the consultant's vehicle(s) to the AGENCY'S project shall be paid for according to Attachment A, Schedule of Vehicle Reimbursements.

8. Collection of Funds Due as Result of Contract Audit:

Once an audit is completed and the consultant is found to owe the AGENCY, the Auditor will notify in writing the consultant. The Agency will notify the consultant in writing about the indebtedness and request



payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds held in retainage or funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the AGENCY'S possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the AGENCY'S possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

K. *Geotechnical Contracts:*

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards overhead computations for engineering services.

1. Sub-surface Exploration/Drilling: These services shall be procured as required by applicable law and in accordance with the procedures noted in "POLICY", Section VI, Technical Service Procurement Procedure.
2. Geotechnical Studies Only: These services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure.
3. Geotechnical Studies and/or Laboratory Testing Combined: The services of these firms shall be procured as noted in "POLICY", Section IV, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.
4. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

L. *Sub-consultants for Engineering Services:*

1. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm:



These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

2. Geotechnical Studies Firms as Sub-Consultants

- a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
- b) Geotechnical Studies and Sub-surface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant.

M. *Sub-consultants Not Covered Under Engineering Services:*

In the event a sub-consultant is required whose hiring process, as a prime, would be governed by "POLICY", Section IV, Noncompetitive Negotiation Procurement Procedure, or other applicable state policy, that sub-consultant shall be retained by the same method used if he were a prime.

- 1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. These services procurement methods are described under "POLICY", Section VI, Technical Service Procurement Procedure. The design consultant shall use, and document, the procedures described under "POLICY", Section VI, Technical Service Procurement Procedure, when hiring the laboratory testing consultant.
- 2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

The following procedures may be used by the AGENCY, subject to TDOT's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is inadequate, or in emergencies when adherence to normal procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the AGENCY shall request



an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the AGENCY, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment.

VI. SMALL PURCHASE PROCUREMENT PROCEDURE

When the contract cost of the services does not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11), which is currently \$100,000, small purchase procedures may be used. Contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Price negotiations will be obtained from an adequate number of qualified sources with a minimum of two. It is the responsibility of the Local Government to determine the level of advertisement in order to ensure a qualified pool of candidate consultants is available to choose from. Awards will be made to the responsible firm whose proposal is most advantageous to the program with price and other relevant factors considered. Contact the LPDO for approval to proceed with this process.



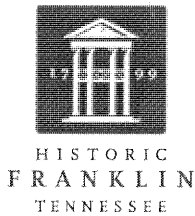
POLICY FOR STANDARD PROCUREMENT OF ENGINEERING AND TECHNICAL SERVICES

Vehicle Reimbursement Schedule

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$24.00 per day for compact pick-up trucks used on the AGENCY's projects. For full size pick-up trucks used on the AGENCY projects, the consultant shall be reimbursed at the rate of \$27.00 per day

Rate changes are approved: _____
AGENCY HEAD DATE



MEMORANDUM

May 1, 2013

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
David Parker, City Engineer/CIP Executive
Paul Holzen, Director of Engineering
Dustin Scruggs, Engineer I

SUBJECT: **Consideration of Resolution 2013-31 - A Resolution to Adopt the Tennessee Department of Transportation Local Version of the TDOT Consultant Selection Policy**

Purpose

The purpose of this memo is to provide information to the City of Franklin Board of Mayor and Aldermen (BOMA) for consideration of the above-referenced approval of the TDOT Local Program Development Consultant Selection Policy.

Background

This policy includes all engineering and design related services for projects funded in whole or in part with funds from the Federal Highway Administration through the Tennessee Department of Transportation (TDOT) or state funds through the same entity.

Broadly defined, these services include program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping or architectural related services with respect to construction projects.

Adoption of this policy is required by TDOT in order to maintain state and federal transportation funds.

Financial Impact

None.

Recommendation

Staff recommends adoption of the proposed resolution, as it recognizes this TDOT policy as a mandatory compliance by the City in order to receive funding from or through TDOT for any Local Program Project.

November 15, 2018

Status Report for Transportation, Stormwater, and Parks Capital Projects

Transportation

Mack Hatcher Parkway Northwest Extension (SR-96 West to Hillsboro Road)	
Key Dates:	Design Start – August 14, 2007 (BOMA Approval); Re-Design Completion – October 2017; ROW Start – December 2009; ROW Completion – December 2017; Construction Bid Date – December 2018 / January 2019* <i>*Denotes Estimated Date</i>
Cost:	Design – \$3,502,501; ROW – \$13,397,520 (Provided by TDOT); Construction – \$48,200,000 (Provided by TDOT) <i>Note: City of Franklin Funding Commitment of \$5,000,000</i>
Status Update:	The Project is scheduled for the December 7, 2018 bid letting by TDOT.

Hunters Bend Elementary Safe Routes to School	
Key Dates:	Design Start- January 2014; Design Complete – December 2015; ROW Acquisition - N/A; Construction Start – April 24, 2017; Construction Complete – Substantial Completion on May 9, 2018 (Contract Deadline January 31, 2018) <i>*Denotes Estimated Date</i>
Cost:	Design/Inspection - \$157,955; Construction - \$673,076
Status Update:	Project is substantially complete and fully open to pedestrian traffic. Staff is working to activate the emergency call box.

Murfreesboro Road (SR-96) Sidewalk (Pinkerton Park to Mack Hatcher Parkway)	
Key Dates:	Design Start- June 2014; Design Complete – June 2017; ROW Acquisition Complete – August 2017; Construction Start – August 14, 2017; Construction complete – July 2018
Cost:	Total – \$1,585,163.31
Status Update:	The substantial completion was July 17, 2018. Project closeout is underway determining final change order quantities. Contractor is addressing final punch list items.

Transportation (continued)

Franklin Road Corridor Improvements (Harpeth River Bridge to Harpeth Industrial Court)	
Key Dates:	Design Start- January 2015; ROW Design Complete – December 2018; ROW Acquisition Start - April 2018; Construction Start – August 2019* <i>*Denotes Estimated Date</i>
Cost:	Total - \$14,300,000.00 (Estimated)
Status Update:	Final design updates are still ongoing. Right-of-way acquisition process began this Spring, and will be complete in Spring 2019. Because of a petition from some of the Franklin Rd homeowners, a public meeting was scheduled for November 7 th , to discuss the possible reduction of property impacts. A few of the resident concerns are on the Nov 13, 2018, BOMA Agenda for consideration.

East McEwen Drive Phase 4 Improvements (Cool Springs Boulevard to Wilson Pike)	
Key Dates:	Design Start – April 2015; NEPA Completion – July 2018*; Design Completion – December 2018*; ROW Acquisition Start – October 2018*; ROW Acquisition End – December 2019*; Construction Start – January 2020*; Construction End – May 2022 <i>*Denotes Estimated Date</i>
Cost:	Design - \$1,210,000 (Preliminary - \$497,000; Final - \$713,000); NEPA - \$125,018 ROW Acquisition – TBD; Construction – TBD
Status Update:	Final NEPA document has been submitted to TDOT and FHWA for review and approval. Designer is working on finals plans, which include proposed utility relocations. Right-of-way process will begin later in 2018 (e.g. late Fall)

Columbia Avenue Widening & Improvements (Mack Hatcher Parkway to Downs Boulevard)	
Key Dates:	Preliminary Design/Environmental Start - February 9, 2016 (BOMA Approved); Preliminary Design/Env. Completion – February 2018; Design Start – January 2019*; Design Completion – December 2019*; ROW Start– March 2020*; ROW End – November 2021*; Construction Start – March 2022*; Construction End – June 2024* <i>*Denotes Estimated Date</i>
Cost:	Prelim. Design – \$1,070,450.00; Design TBD; ROW – TBD; Construction – TBD;
Status Update:	Staff negotiated with Barge Design Solutions on the design phase professional services agreement. The PSA is on the November 2018 CIC Agenda. Design will start in January 2019.

Transportation (continued)

East McEwen Drive Roundabout Modifications	
Key Dates:	Design Start – March 2017; Design Complete– July 2018*; ROW Start – July 2018*; ROW Complete – September 2018*; Construction – TBD <i>*Denotes Estimated Date</i>
Cost:	Preliminary Design/Environmental – \$86,155; ROW - \$350,000 Construction - \$1,250,000
Status Update:	Consultant is working to finalize plans and to determine and utility relocations are final. The final NEPA document has been submitted for several months and is still awaiting approval by the FHWA.

Intersection Improvements at Mallory Lane and Liberty Pike	
Key Dates:	Design Start – February 14, 2017 (BOMA Approved); Design Completion – TBD; ROW – TBD; Construction – TBD
Cost:	Design - \$229,965.00; ROW – TBD; Construction – TBD;
Status Update:	Based upon feedback from the public meeting, staff has directed the designer to develop several options, including a roundabout concept, to reduce the impacts of the proposed design on the surround properties.

Stormwater

100-Block Battle Avenue Drainage Improvements	
Key Dates:	Design Start – July 24, 2012 (BOMA Approved); Design Completion – April 2018*; Easement Acquisition Completion – TBD Construction Start – TBD <i>*Denotes Estimated Dates</i>
Cost:	Initial Study – \$46,500.00; Final Design – \$131,700.00 (Including Amendment 1 of \$68,200.00); Construction Estimate- \$2,400,000.00* (Includes \$1MM for Easements)
Status Update:	Staff seeks direction from the Board on whether to proceed with the project.

Jordan Branch of Spencer Creek (Cool Springs East) Stream Restoration	
Key Dates:	Design Start – May 26, 2015 (BOMA Approved); Design Completion – June/July 2018*; ROW/Easement Acquisition – May 2018*; Construction - TBD <i>*Denotes Estimated Dates</i>
Cost:	Design - \$113,445.00; Construction Estimate - \$750,000
Status Update:	This project has been advertised for bids twice, with no responses. Staff is working with designer to determine the best way to move this project forward.

Stormwater (continued)

Ralston Creek (Liberty Hills) Stream Restoration	
Key Dates:	Feasibility Study Start – November 19, 2015 (BOMA Approved); Feasibility Study Completion – April 2017; Design Start – September 2017; Design End – TBD; ROW/Easement Acquisition – TBD; Construction - TBD
Cost:	Design - \$68,700.00
Status Update:	Feasibility Study Complete. Consultant working on a stream bank stabilization project and updating the model to determine exact floodplain to present at a public meeting. A public meeting will be scheduled in late 2018 or early 2019 to provide an overview of the feasibility study and to allow for public comments on the proposed improvements.

Harpeth River Bank Stabilization at the Water Reclamation Facility	
Key Dates:	Design Start – August 11, 2015 (BOMA Approved); Design Completion – Fall 2017; ROW/Easement – N/A; Construction Start – September 2018; Construction End – December 2017
Cost:	Design - \$74,000.00; ROW/Easement – N/A; Construction – 311,782.21
Status Update:	Work is complete. Staff and the designer continue to monitor the site. Following the 1-year warranty period, a final change order will be presented to the BOMA in late 2018 for consideration.

Carnton Lane Culvert Replacement	
Key Dates:	Design Start- September 9, 2016 (BOMA Approved); Design Completion- July 2017; ROW/Easement(s) – November 2017; Construction Start– October 8, 2018; Construction End – January 7, 2019 <i>*Denotes Estimated Dates</i>
Cost:	Design - \$18,580.00; ROW/Easement – N/A; Construction – TBD
Status Update:	Bids were opened April 27, 2018. BOMA approved contract award to Adams Contracting, LLC in June 2018. The effective date of the Notice to Proceed was October 8, 2018. Work is well underway. The contract duration is 90 calendar days.

Stormwater (continued)

Watson Branch Culvert Rehabilitation	
Key Dates:	Design Start – November 22, 2016 (BOMA Approval); Design Completion – October 2017; ROW/Easement Start – November 2017; ROW/Easement End – March 2018; Construction Start – *****; Construction End – ****; <i>*Denotes Estimated Dates</i>
Cost:	Design - \$30,640.00; ROW/Easement – TBD; Construction – TBD
Status Update:	Preliminary plans are complete. ARAP and CGP permits were approved by TDEC and received June 5, 2017. A permit to access TDOT right of way on Mack Hatcher was received June 13, 2017. Temporary construction easements and PU&DE easement documents have been filed with court. Project is waiting on prioritization and funding.

Parks

Southeast Municipal Complex Master Planning	
Key Dates:	Planning Start – June 2017; Planning Completion – August 2018*
Cost:	Planning - \$396,046.00; Design – TBD; Construction - TBD
Status Update:	Geotechnical investigation, traffic analysis, and ESA Permit are complete. Placement and footprint of new wastewater plant has been finalized. A core group meeting was conducted on 8-31-17 to get input from stakeholders. A public input meeting was conducted on February 5, 2018 at City Hall and was well attended. Consultant completed the draft concept plan February 13, 2018, and presented it to the BOMA meeting on March 13, 2018. Four meetings have been held with staff and input received on the naming and branding of park. Barge is continuing with new ideas on branding of the park.

Southeast Municipal Complex (Lockwood Parcel) Construction Documents	
Key Dates:	Design Start – July 2017; Design Completion – TBD;
Cost:	Design - \$310,158.00; Purchase of property – \$500,000; Construction – TBD;
Status Update:	The boundary survey, Robinson Lake hydrographic survey, and the preliminary dam analysis are complete. The Topographic survey is finished. A more in-depth conceptual plan for the dam is underway. The purchase of the property was completed by the City.

Reconstruction of Tennis Courts at Jim Warren Park	
Key Dates:	Design Start – June 2018; Design Completion – TBD;
Cost:	Design - \$; 74,575.00; Construction – TBD;
Status Update:	Project will be advertised for bids in November/December 2018.