



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, November 21, 2019

4:00 PM

Board Room

Call To Order

1. [19-1196](#) Consideration of Minutes from October 24, 2019.
2. [19-1193](#) Election of Chairman and Vice-Chairman, Effective 2020,
3. [19-0970](#) Consideration To Deny A Request For Water And Sewer Availability For 120 Gilbert Drive (Map 106I, Parcel 10500) (CIC 09/26/19 4-0 to defer to 10/24/19; 10/24/19, 4-0; 11/21/19, 3-0).

Sponsors:

Michelle Hatcher

Attachments:

[map with sewer.pdf](#)

[120 Gilbert Drive - Sewer Availability - Form.pdf](#)

Legislative History

9/26/19	Capital Investment Committee	deferred
10/24/19	Capital Investment Committee	referred as a Consent Item to the Board of Mayor & Aldermen

4. [19-1168](#) Consideration To Deny Sewer Availability For 4107, 4111 And 4115 Clovercroft Road (Map 080, Parcel 03103, Map 080, Parcel 03104 And Map 080, Parcel 03102, Respectively). (CIC 11/21/19, 3-0)

Sponsors:

Michelle Hatcher

Attachments:

[map.pdf](#)

[Hutcheson Acres - Sanitary Sewer Availability - Form.pdf](#)

5. [19-1163](#) Consideration To Deny Sewer Availability For 340 Franklin Road (Map 063, Parcel 02700). (CIC 11/21/19, 3-0)

Sponsors:

Michelle Hatcher

Attachments:

[map.pdf](#)

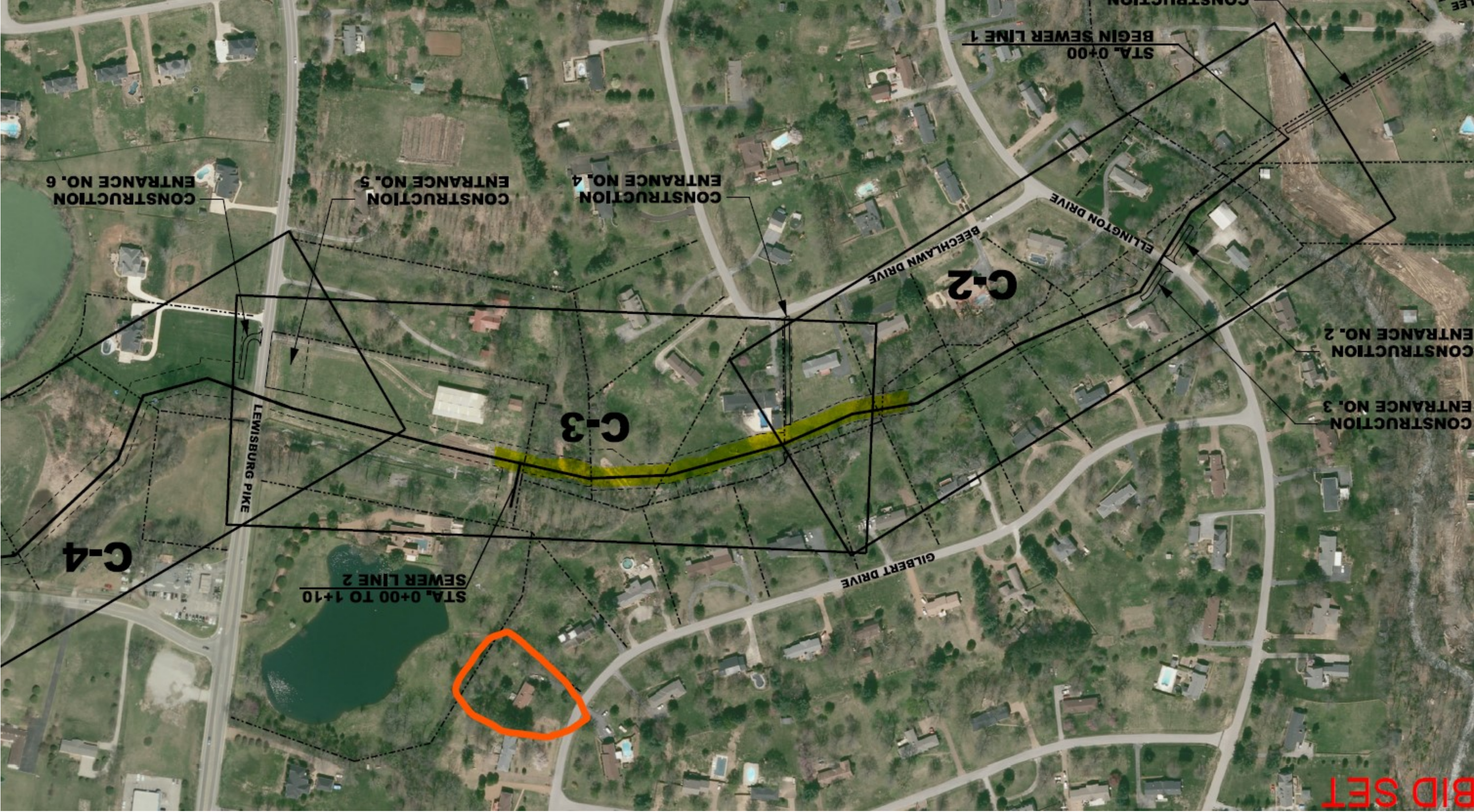
[Healing Housing - Sewer Availability - Form.pdf](#)

6. [19-1161](#) Consideration to Approve Sewer Availability for 1013 Chapel Court (Map 0370, Parcel 02400). (CIC 11/21/19, 3-0)
Sponsors: Michelle Hatcher
Attachments: [map.pdf](#)
[1013 Chapel Court - Availability Form.pdf](#)
7. [19-1165](#) Consideration To Approve Sewer Availability For 401 Ellington Drive (Map 106G, Parcel 01700). (CIC 11/21/19, 3-0)
Sponsors: Michelle Hatcher
Attachments: [map.pdf](#)
[401 Ellington Drive - Availability Form.pdf](#)
8. [19-1175](#) Consideration Of COF Contract No. 2019-0335, A Proposal For Water System Model Update, Calibration And Software Training Between The City Of Franklin And Hazen And Sawyer. (CIC 11/21/19, 3-0)
Sponsors: Michelle Hatcher and Brian Goodwin
Attachments: [Franklin Water Model COF Contract 2019-0335.pdf](#)
9. [19-0774](#) Consideration Of COF Contract No. 2019-0250, Professional Services Agreement With Hethcoat And Davis For The Design Of The Goose Creek At Redwing Farms Reclaimed Water Pump Station In The Amount Of \$130,000.00. (CIC 11/21/19, 3-0)
Sponsors: Michelle Hatcher
Attachments: [Redwing RWPS w H&D Sign 120219.pdf](#)
10. [19-1125](#) Consideration Of Ordinance 2019-44, An Ordinance To Establish A 2-Hour Parking Time Limit On Both Sides Of 2nd Ave North From Main Street To Bridge Street In The City Of Franklin, Tennessee. (CIC 11/21/19, 2-1; BOMA 12/10/19, 7-1) SECOND AND FINAL READING
Sponsors: Paul Holzen
Attachments: [ORDINANCE 2019-44 2 Hour Parking 2nd Ave North.Law Approved.pdf](#)
11. [19-1229](#) Capital Projects Status Report for November 2019
Sponsors: Engineering
Attachments: [Capital Projects Status Report.pdf](#)

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)

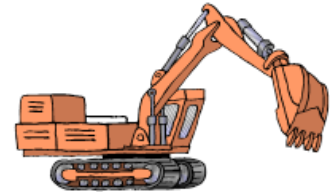
Email Application to: availability@franklinton.gov

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

Date Submitted: 8/26/19

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

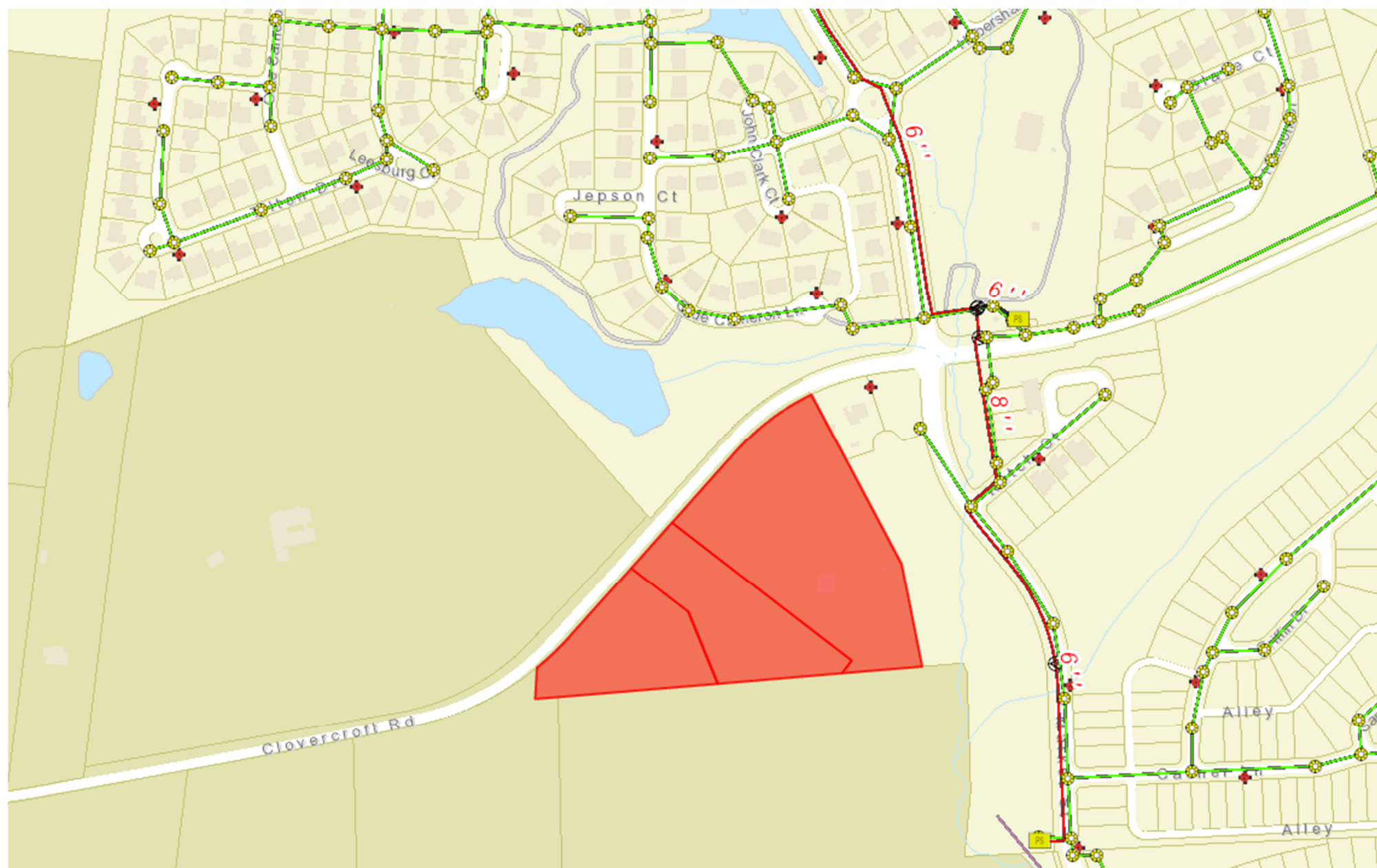
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF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

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

3

Projected Flow Examples

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



DANIELS & ASSOCIATES, INC.
LAND SURVEYING, LAND PLANNING, CONSULTING
P.O. Box 3629
BRENTWOOD, TENNESSEE 37024
615-837-3664 email: gdan3629@bellsouth.net

TRANSMITTAL/MEMO

To: City of Franklin
Engineering Department
109 Third Avenue South
Franklin, Tennessee 37064

From: Gregory E. Daniels

Subject: Hutcheson Acres
4107, 4111, & 4115 Clovercroft Road
Franklin, TN

Date: October 24, 2019

Via: email

We are in the process of re-platting Hutcheson Acres, Lots 1A & 1B of record in Plat Book P49, Page 85. Williamson County Sewage Disposal has requested us to ask if sewer is now available for these lots. I am attaching the "Request for Water and/or Sewer Availability & Associated Costs" form I downloaded from your website.

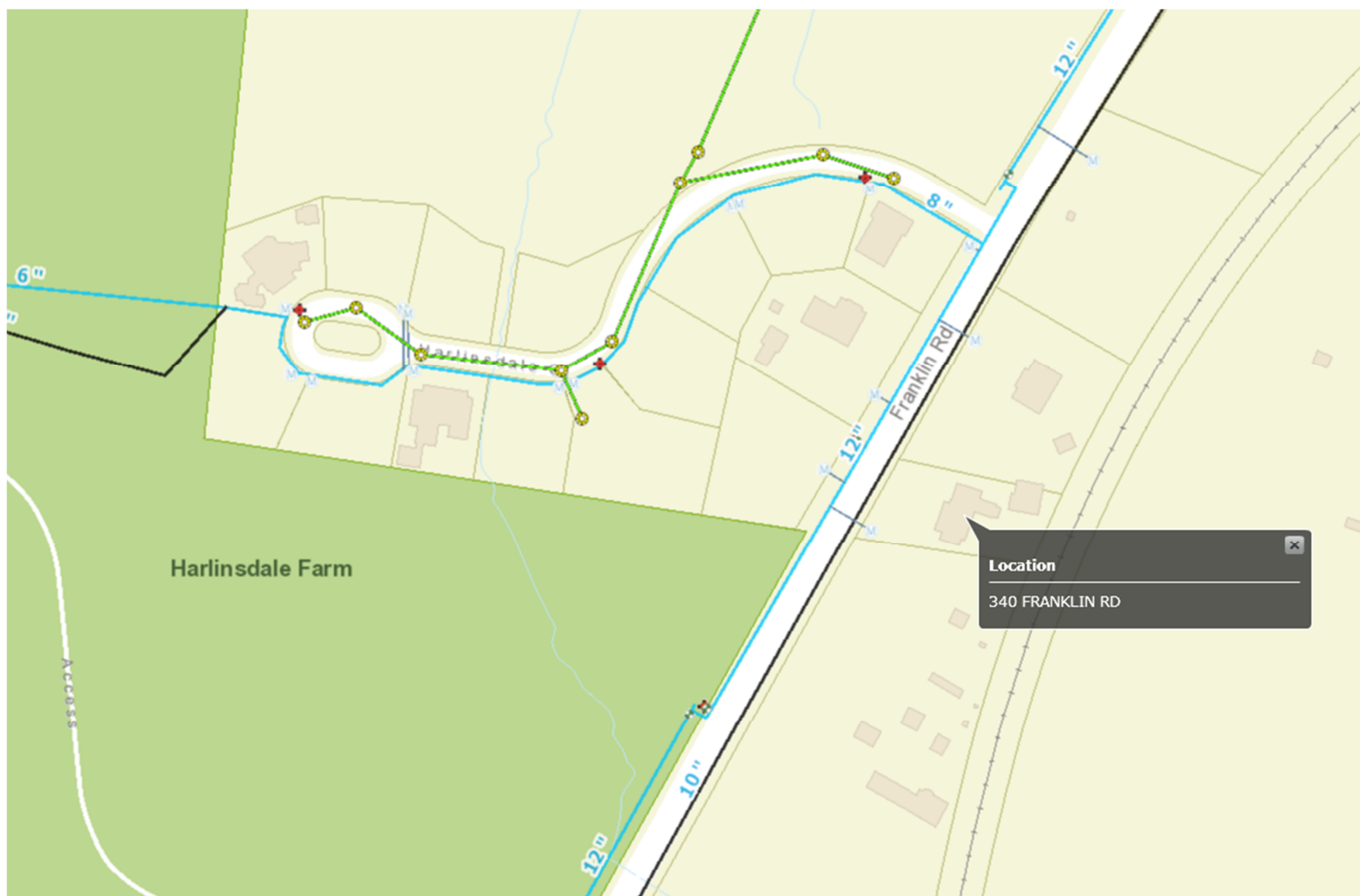
Please let me know if you need any other information from me.

Thank you,

Gregory E. Daniels
TN R.L.S. #1489

Type of Availability Requested: CHECK ALL THAT APPLY: ☐ Water ☒ Sewer

Date Submitted: 10/24/2019





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 #	Subd. Ellington Park Sec 5 Pb 4 Pg 36 Lot 0050		
Map & Parcel(s) #	106I--- 10500		
Property Address:	120 Gilbert Drive		
City Project # (If Applicable)	Franklin, TN 37064		
# of Dwelling Units (If Residential)	1		
Applicant's Name & Company	Daniel and Brittany Coffman		
Applicant's Address	120 Gilbert Drive Franklin, TN 37064		
Applicant's Email & Phone #	615-218-4826 and 615-207-0872 decoffman87@gmail.com		
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.4 350 GPD			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service		350 GPD	
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

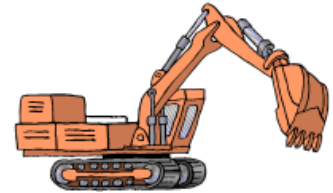
Email Application to: availability@franklintn.gov

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

Date Submitted: 8/26/19

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

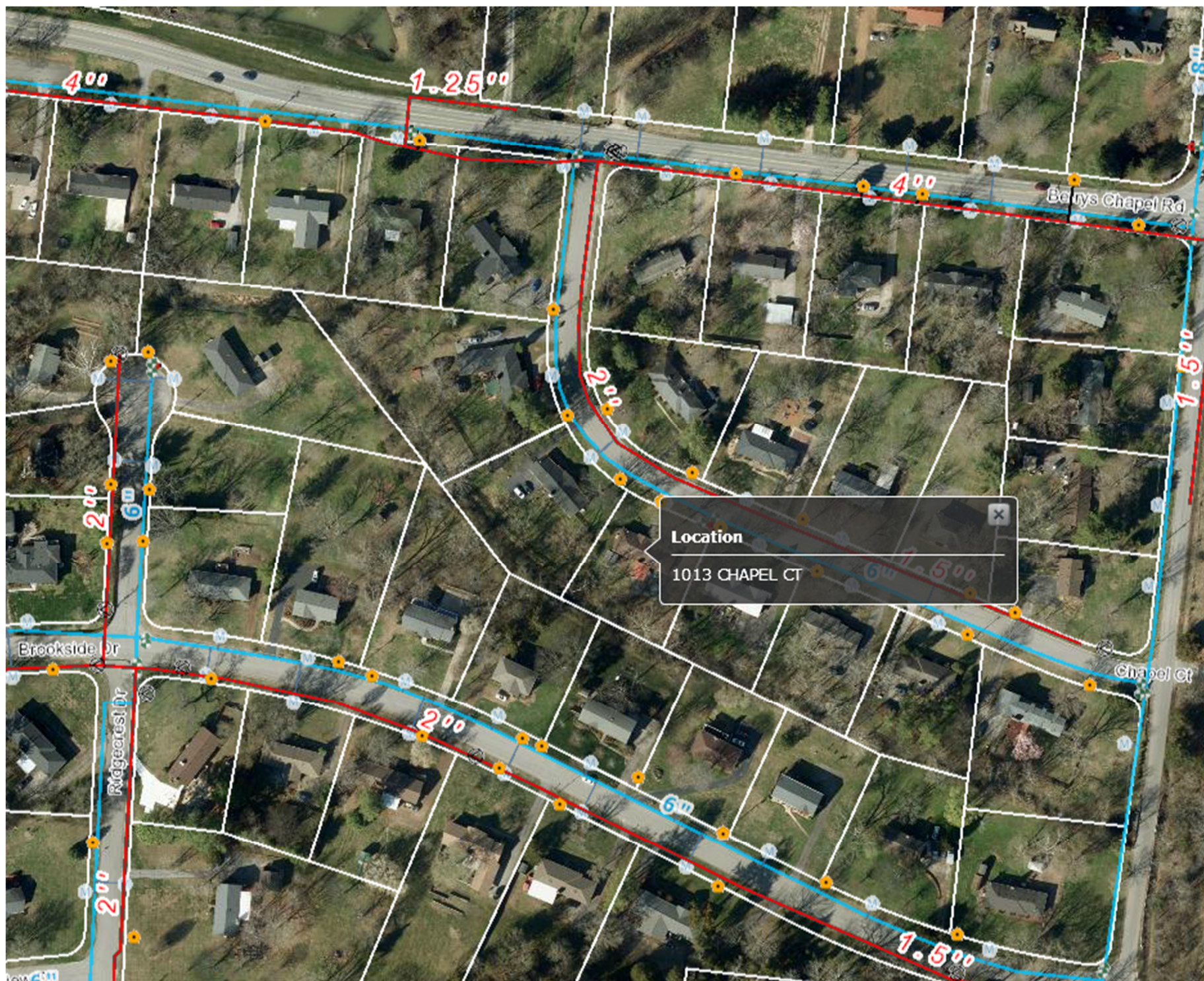
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF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

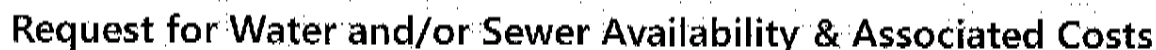
Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

3

Projected Flow Examples

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





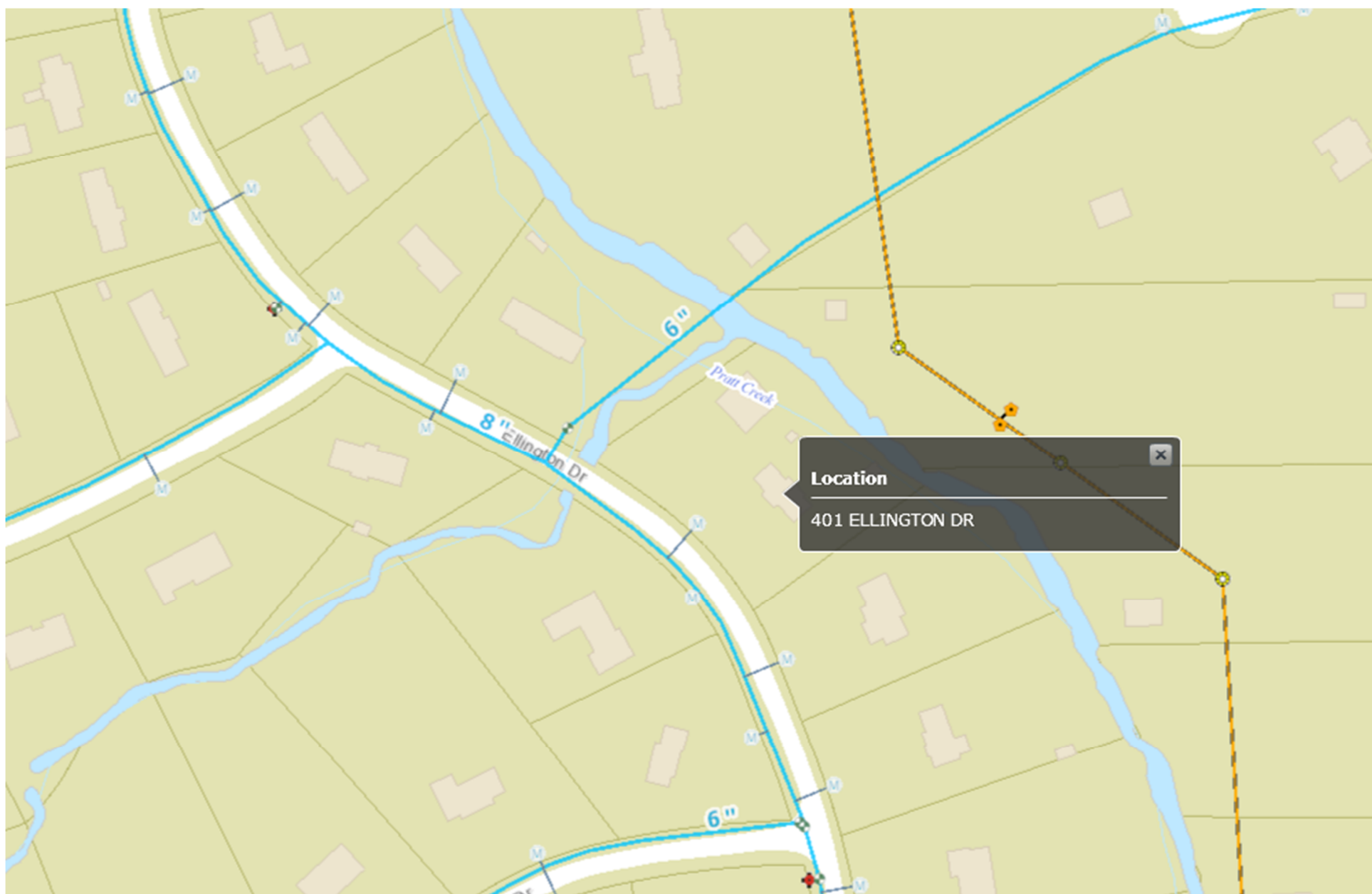
Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

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

Email Application to: availability@franklin.tn.gov

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

Date Submitted:





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 #	Henpeck Lane Sewer Project		
Map & Parcel(s) #	106 H-C-017.00		
Property Address:	401 Ellington Drive, Franklin, TN		
City Project # (If Applicable)			
# of Dwelling Units (If Residential)	1		
Applicant's Name & Company	Mark R. & Connie Cantrell		
Applicant's Address	401 Ellington Drive, Franklin TN		
Applicant's Email & Phone #	ccantrell@oldrepublictitle.com 615-794-3656		
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4"		
Water District:	Franklin		
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 350			
<i>use additional sheets as necessary</i>			
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 <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

Email Application to: availability@franklintn.gov

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

Date Submitted: 9/30/19

June 24, 2019

Mr. Eric S. Stuckey
Franklin City Administrator
P.O. Box 305
Franklin, Tennessee 37065

Dear Mr. Stuckey,

I am requesting permission to connect to the Henpeck Lane Sewer Project. Our property located at 401 Ellington Drive, Franklin, Tennessee 37064, is one of the parcels that the easement is crossing. Our tract is Tract 3 for the easement.

If you need any further information or need me to do anything further, just let me know.

I can be reached at 615-714-3656 (cell), or at 615-244-2101 (office).

I look forward to hearing from you soon.

Sincerely,

A handwritten signature in cursive script that reads "Connie Cantrell". The signature is fluid and written in dark ink.

Connie Cantrell



CRS Bing™ Map



Map for Parcel Address: 401 Ellington Dr Franklin, TN 37064-5011, Parcel ID: 106H C 017.00

COPYRIGHT © 2019 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.
Information Deemed Reliable But Not Guaranteed.
Contact Us at (800) 374-7488 ext 3 for Help.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0335**

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:

Proposal for Water System Model Update, Calibration and Software Training

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.

1. 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.
2. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
3. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (One Hundred Sixty-five Thousand dollars and zero cents) (\$165,000.00).

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. The City shall retain an ownership and property interest therein whether or not the Project is completed.
- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 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: Vice President
Date: 11/26/2019

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



September 3, 2019

Mr. Brian Goodwin, P.E.
Assistant Director
City of Franklin Water Management Department
124 Lumber Drive
Franklin, TN, 37064

Re: Proposal for Water System Model Update, Calibration and Software Training

Dear Brian:

Hazen and Sawyer (Hazen) is pleased to submit this proposal for engineering services to update the existing water distribution system hydraulic model for the City of Franklin's Water Management Department (Franklin).

Project Background

Franklin's existing water model was developed approximately twelve years ago and built utilizing Bentley's WaterGEMS modeling software. Hazen proposes to keep the model in WaterGEMS and update its components to accurately represent Franklin's current physical network and customer demands.

Hazen has used WaterGEMS extensively. Our experience includes creating new models using GIS data and customer billing records, as well as calibrating models using field tests and SCADA records.

Scope of Work

Based on this experience, we propose the following approach for this project.

Task 101: Base Model Development

Kick-off Meeting and Information Gathering

We will coordinate a kickoff meeting to discuss project scope, schedule, primary contacts and other relevant administrative topics. We will also begin the process of gathering the following information:

- Record drawings of booster stations, tanks, meter vaults, etc.
- Updated GIS data for the water distribution system
- Water billing records for the most recent 12 months available
- Daily production data at Franklin's WTP's High Service PS
- HVUD daily consumption data for the most recent 12 months at both connection points
- GIS data or old paper maps showing pipe ages and materials
- Pump curves and pump station control settings
- SCADA for pump station flows and pressures and storage tank levels

Update base model from GIS

We will check pipe connectivity and pressure zone boundaries using tools in WaterGEMS and modeling strategies developed through experience. It is assumed Franklin's GIS is accurate and complete both in terms of connectivity and attributes needed for input into the model (e.g. pipe material, diameter, year of installation). In addition to GIS updates, any available record drawings for pump stations, tanks, or other hydraulically-significant elements will be used to supplement the information in GIS to ensure proper representation in the base model. As part of this task, we will verify/update pump curves and control logic at the pump stations by examining SCADA records and interviewing Franklin operations staff.

Update demands from Franklin production and billing records

We will use tools in WaterGEMS to assign each customer's water usage to the nearest node of the nearest pipe in the model. Our fee assumes that Franklin will provide a point shapefile (from the previous 12 months of billing records) of its customer meter locations that includes monthly consumption. We will take this file and calculate average-day demands for various usage types, which will be allocated into the model as unique demand entries. Non-revenue water demands will be calculated by comparing water production (Franklin WTP + HVUD-purchased water) with demands found in billing records. The non-revenue will be assigned as a unique demand such that total water produced will equal total water demanded in the model.

Task 102: Field Testing

Measure Hydraulic Grade Lines (HGLs) and flows in trunk mains

We will conduct up to 3 HGL field tests along key transmission routes identified during review of the distribution system. We assume that Franklin will provide staff to accompany Hazen during the tests and will perform operation of hydrants/valves where required.

This task will include measuring flows and pressures along selected pipes that connect supply sources to various storage tanks. These tests are typically done during high demand days to accentuate head losses along trunk mains with minimal flushing. We will convert measured pressures to feet of water and add gauge elevations in order to plot HGLs against distance. These plots show the accumulation of head losses and illustrate bottlenecks or other restrictions. The HGL tests provide measurements of flow and pressure for model calibration.

Measure C-Factors for a representative sample of pipes

This task will include determining C-factors for a representative sample of water mains using Hazen testing equipment. The purpose of these tests is to provide a characterization of the C-factor for the various grouping of pipes throughout Franklin's system. Once established, these C-factors will be appropriately assigned to each group of pipes.

The effort will consist of tests at chosen locations including at least one pipe near the water treatment plant. These tests will determine the carrying capacity of pipes, which is affected by the extent of tuberculation on the unlined pipes and by chemical deposits on the pipes near the plant. The preliminary

C-factors in the model will be adjusted based on the test results. We assume that Franklin will provide staff to accompany Hazen during the tests and will perform operation of hydrants/valves where required.

It is assumed that 5 locations will be sufficient to provide an accurate characterization of Franklin's system. However, if more testing is necessary and authorized by Franklin, Hazen can provide it at an additional cost.

Conduct fire flow tests

We will conduct fire flow tests at key locations identified during review of the distribution system. These tests will consist of flow and pressure measurements to determine the amount of fire flow available at a minimum residual pressure of 20 psi. These tests evaluate strengths and weaknesses of the system and provide data for localized model calibration. We assume that Franklin will provide staff to accompany Hazen during the tests and will perform operation of hydrants/valves where required.

It is assumed that 5 locations will be sufficient to provide an accurate spot-check of available fire flows within Franklin's system. However, if more tests are necessary and authorized by Franklin, Hazen can provide such tests at an additional cost.

Task 103: Model Calibration

Calibrate model using field tests

We will initially calibrate the model by running steady-state simulations of existing operations during the field tests and comparing predicted flows and pressures with measurements from the fire flow tests and hydraulic gradient tests. Reasonable adjustments to model inputs will be made so that its predictions agree reasonably well with the measurements. Major discrepancies (any data that cannot be calibrated with reasonable adjustments to model inputs) will be further investigated and recommendations made to resolve them.

Calibrate model using SCADA records

The model calibration will be fine-tuned by conducting extended period simulations and comparing predicted tank water levels with SCADA records. This task will include calculating diurnal demand patterns using SCADA records of flow and tank levels. Franklin will supply hourly SCADA records and Hazen will calculate hourly demands by examining flow into the system with changes in tank levels hour by hour. This step brings into the calibration process the model's pump curves, controls, and diurnal demand patterns, which are especially important for water age calculations.

Task 104: Technical Memorandum

We will develop a technical memorandum to document the development and calibration of the model as described herein. The report will include comparisons of model predictions with observed flow and pressure measurements.

Task 105: On-Site Training

Hazen will provide one day of training to staff to cover a basic overview of the WaterGEMS software. Topics covered in training will be tailored to Franklin requests, but will likely include the following:

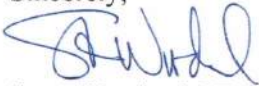
1. Steady state vs extended period simulations
2. Scenarios and datasets
3. Interpreting model results for a fire flow evaluation
4. Evaluating impact of new developments

Schedule and Fee

Hazen proposes to begin the project upon notice-to-proceed and complete work as outlined within 12-months. The estimated total fee for this work is \$165,000 and will be billed according to standard hourly rates.

Please contact Ryan Dean or me if you have any questions or wish to further discuss our proposal. As always, we appreciate the opportunity to work with the City of Franklin.

Sincerely,



Scott Woodard, PE
Vice President

cc: Ryan Dean

Project Fee Table

Task	Hours	Fee
Task 101: Base Model Development	328	\$48,800
Task 102: Field Testing	88	\$13,000
Task 103: Model Calibration	420	\$63,200
Task 104: Technical Memo	214	\$32,000
Task 105: On-site Training	32	\$5,000
Travel and Expenses		\$3,000
Totals	1082	\$165,000

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0250**

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

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

GOOSE CREEK AT REDWING FARMS RECLAIMED WATER PUMP STATION

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and 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 Lump Sum Amount of **One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____, 20____.

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. The City shall retain an ownership and property interest therein whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the consultant by the City.
- 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.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

HETHCOAT AND DAVIS:

By: Keith Davis
Print: KEITH DAVIS
Title: SECRETARY
Date: 12/2/19

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



October 21, 2019

Mr. Brian Goodwin, PE
Assistant Director
Water Management Department
City of Franklin, TN
124 Lumber Drive
Franklin, TN 37064

**Re: Redwing Reclaimed Water Booster Station
Engineering Services Proposal
Franklin, TN**

Dear Brian:

Thank you for the opportunity to provide this proposal for engineering services for the design of the Redwing Reclaimed Water Booster Station (RWBS). Based on a memorandum created by CDM Smith, dated December 21, 2018, the Redwing RWBS scope includes the construction of a new pump station building that will house 3 booster pumps (two duty and one standby), variable frequency drives (VFD's) and SCADA system.

Based on the information you provided and with the subsequent meeting with Water Management staff, it appears that the scope of services required is as follows:

Design Phase Services

- Provide topographical surveying of the proposed RWBS site located on Parcel 35.00 (Map 106B, Group D).
- Coordination of the system hydraulics for the selected pump design point with CDM Smith. It has been assumed that two design points will be provided by CDM, one pump operating at 750 gpm and two pumps operating jointly at approximately 1,200 gpm. Furthermore, it is assumed CDM will evaluate the selected pumps/pump curves inside the reclaimed water hydraulic model to verify the selected pumps meet pump flow and pressure requirements.
- Develop plans and technical specifications to include:
 1. A pump station building with the assumed characteristics: reinforced concrete slab with floor trenches for both suction/discharge piping, CMU walls overlaid with a wooden façade to match the existing Redwing Sewage Lift Station, gable style roof with standing seam metal, 1 man-entry door along with 2 overhead doors for equipment access and a hoist system centered over pumps. No restroom or storage area is provided in the station space.
 2. Pump layout for 4 total pumps (3 proposed and 1 future) including suction/discharge headers and corresponding valves. No piping design assumed beyond the limits of the current parcel.

3. Yard Piping layout with connection to suction/discharge lines and corresponding valves.
 4. Fencing around the pump station site including gate access.
 5. Electrical requirements for 4 booster pumps including VFD's, internal and external building lighting, heat, ventilation and AC.
 6. Electrical support for SCADA instrumentation (i.e. telemetry interface).
- Prepare a Final Opinion of Cost for the pump station.
 - Attendance of four (4) meetings with City (assume one kick-off and three design review meetings).
 - Submit plans and technical specifications to City in electronic format for review.
 - Preparation of appropriate erosion control plan.
 - Preparation of technical specs for telemetry. H&D assumes a standard package of specifications for telemetry will be provided by the City of Franklin's telemetry vendor.

The following items are excluded from this design portion of this proposal:

- Design of site landscaping and/or specialized property screening or services of a landscape architect.
- Geotechnical services for subsoil investigation.
- Environmental study/assessment (endangered species, wetlands, etc.) of the project site.
- Detailed flood plain studies, flood plain mitigation and flood plain permitting. Existing FEMA data will be used for reference only.
- Easement preparation and/or boundary descriptions for property acquisition. It is assumed all construction will take place on City owned property.
- It is assumed that no agency (TDEC, etc.) permitting will be required.
- It is assumed that all permitting approvals required internally within City departments will be handled by the Water Department Staff.
- Preparation of City contract documents for bidding.

The following conditions apply for the scope of this project:

- *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

HETHCOAT DAVIS



- *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- *Reliance on Others:* Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

Hethcoat & Davis, Inc. proposes to provide the scope of services identified and will make every effort to devote the manpower and resources necessary to ensure timely completion of the design within six (6) months of this work task notice to proceed. Based on the anticipated scope of services, our fees are as follows:

❖ Site Topo Survey	\$ 4,000
❖ Design Phase	<u>\$126,000</u>
❖ Total Cost	\$130,000

At your request, we have removed bid phase and construction phase services from this fee schedule. Unless otherwise changed by future scope, the Engineer shall have no design, shop drawing review, or other obligations during construction, and the City assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. The City waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the design scope services.

If this proposal is acceptable, please prepare a standard City agreement for our signature and approval. We will provide Certificates of Insurance upon with our signing of the agreement. We would respectfully request that this exhibit be included in the Contract as an attachment.

HETHCOAT**DAVIS**

We sincerely appreciate the opportunity to work with the City of Franklin and to present this proposal for providing professional services. If you should have any questions or require additional information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Davis', with a long horizontal flourish extending to the right.

Keith Davis, PE

November 2019 Capital Projects Status Report

(Transportation, Stormwater, and Parks)

Transportation

Mack Hatcher Parkway Northwest Extension (SR-96 West to Hillsboro Road)	
Project Mngr:	Project Managed by TDOT (COF Liason: Abby Gambill)
Schedule:	DESIGN: Start – August 14, 2007, End– October 2018 (Re-Design); ROW: Start – December 2009, End – November 2018; CONSTRUCTION: Bid – December 7, 2018, End – November 30, 2021* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$3,502,501; ROW: \$13,397,520 (Provided by TDOT); CONSTRUCTION: \$45,122,600 (Provided by TDOT) <i>Note: City of Franklin Funding Commitment of \$5,000,000</i>
Status Update:	Construction is on-going.

SR-96 West Multi-Use Trail (Vera Valley Drive to 5TH Avenue North)	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start- November 2016, End – June 2019*; ROW: Start – April 2018, End – November 30, 2019*; CONSTRUCTION: Bid--January 2020*, Start - March 2019*; End – June 30, 2021* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$167,538; ROW: \$600,000 (Estimated); CONSTRUCTION: TBD
Status Update:	TDOT is requiring the City to complete a license agreement to allow the City to construct and maintain the multi-use trail within State right-of-way. Once the agreement is signed by the Commissioner then Local Programs will issue a Notice to Proceed for Construction to obligate federal funds toward this project. The project can then be let for bids.

Westhaven Boulevard Traffic Signal	
Project Mngr:	Adam Moser
Schedule:	DESIGN: Start- October 2018, End – August 20, 2019; CONSTRUCTION: Bid – August 25, 2019, Start – December 1, 2019*, End – August 31, 2020* <i>*Denotes Estimated Date</i>
Cost:	CONSTRUCTION: \$591,322.75 (Bid Price)
Status Update:	On November 12th, BOMA approved a resolution to award the construction contract to Sessions Paving. As soon as the contract documentation is complete, the City will issue a Notice to Proceed for construction activities to begin.

Transportation (continued)

Franklin Road Corridor (Streetscape) Improvements (Harpeth River Bridge to Harpeth Industrial Court)	
Project Mngr:	William Banks
Schedule:	DESIGN: Start- January 2015, End – July 31, 2019; ROW: Start – April 2018, End – December 31, 2019*; CONSTRUCTION: Bid – January 15, 2020*, Start – March 23, 2020 February 15, 2020*, End – June 31, 2022* <i>*Denotes Estimated Date</i>
Cost:	TOTAL: \$14,300,000 (Estimated)
Status Update:	Final design updates are complete. Permits are being acquired. Easement acquisitions are being finalized via condemnation.

East McEwen Drive Roundabout Modifications	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – March 2017, End– February 2019; ROW: Start – November 2018, End – April 30, 2019; CONSTRUCTION: Start – June 18, 2019, End – February 13, 2020* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$154,405; ROW: \$90,670 CONSTRUCTION: \$1,324,963 (Bid Price)
Status Update:	16" Water line has been relocated, tested, and accepted. Stormwater drainage will be complete by Dec 1. Gas line relocation will begin first week in December followed by the installation of curb and sidewalk.

East McEwen Drive Phase 4 Improvements (Cool Springs Boulevard to Wilson Pike)	
Project Mngr:	David Hodnett
Schedule:	ENVIRONMENTAL: Start – June 2017, End – November 2018; DESIGN: Start – April 2015, End – August 12, 2019; ROW: Start – December 1, 2019*, End – May 30, 2020*; CONSTRUCTION: Bid – June 1, 2020*, Start – June 1, 2020*, End – June 30, 2023* <i>*Denotes Estimated Date</i>
Cost:	ENVIRONMENTAL: \$102,000; DESIGN: \$1,587,000 (Preliminary - \$497,000; Final - \$1,090,000); ROW: \$5,000,000 (Preliminary Estimate) CONSTRUCTION: \$29,057,000 (Preliminary Estimate)
Status Update:	PSAs for appraisal and review appraisals were approved at the September 10 th BOMA meeting. Plans have been received from TDOT for preliminary and ROW review with comments to be addressed. A surveyor has started the field staking of property acquisitions. Appraisals will begin following survey staking.

Transportation (continued)

Columbia Avenue Widening & Improvements (Mack Hatcher Parkway to Downs Boulevard)	
Project Mngr:	William Banks
Schedule:	ENVIRONMENTAL: Start - February 9, 2016, End – February 2018; DESIGN: Start – January 2019, End – December 31, 2021*; ROW: Start– March 1, 2020*, End – October 31, 2022*; CONSTRUCTION: Bid – January 1, 2024*, Start – March 1, 2024*, End – March 31, 2026* <i>*Denotes Estimated Date</i>
Cost:	ENVIRONMENTAL: \$927,668; DESIGN: \$750,000; ROW: TBD; CONSTRUCTION: TBD
Status Update:	Preliminary plans were recently approved by TDOT. The designer is continuing work toward the completion of right-of-way plans (by end of 2019).

Intersection Improvements at Mallory Lane and Liberty Pike	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – February 14, 2017, End – March 31, 2021*; ROW: Start – August 1, 2021*, April 30, 2022*; CONSTRUCTION: Bid – May 1, 2022*, Start – July 1, 2022*, End – December 31, 2023*
Cost:	DESIGN: \$229,965; ROW: TBD; CONSTRUCTION: TBD
Status Update:	The PSA for design of the roundabouts was approved at the September 10 th BOMA meeting. A design kick-off meeting was completed Monday, September 23 rd . Design is expected to take approximately 18 months.

Church Street Improvements Project (Columbia Ave to 1st Ave South/Harpeth River)	
Project Mngr:	William Banks
Schedule:	DESIGN: Start – February 2020*, End – February 2023*; ROW: Start – March 2023*, End – May 2024*; CONSTRUCTION: Bid – June 2024*, Start – October 2024*, End – June 2026* <i>*Denotes Estimated Date</i>
Cost:	TOTAL: \$11,231,644 (Estimated)
Status Update:	The surveying and preliminary/functional design agreements were approved by the BOMA on November 12, 2019. Survey is anticipated to be complete by February 2020.

Stormwater

Jordan Branch of Spencer Creek (Cool Springs East) Stream Restoration	
Project Mngr:	Jeff Willoughby
Schedule:	DESIGN: Start – May 26, 2015, End – June/July 2018; ROW: May 2018; CONST. (Phase 1): TBD; CONST. (Phase 2): TBD <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$113,445; CONSTRUCTION: \$750,000 (Estimated)
Status Update:	Staff is working with the HOA to find a solution to move this project forward.

Parks

Southeast Municipal Complex (Park)	
Project Mngr:	David Hodnett
Schedule:	PLANNING: Start – June 2017, End – August 2018; DESIGN: Start – June 6, 2019, End – June 30, 2020* <i>*Denotes Estimated Date</i>
Cost:	PLANNING: \$396,046; DESIGN: \$1,356,656; CONSTRUCTION: TBD
Status Update:	Designs for the park and the entry bridge are underway by Barge and Benesch.

Southeast Municipal Complex (Lockwood Parcel)	
Project Mngr:	David Hodnett
Schedule:	DESIGN: June 7, 2019, End – June 30, 2020* (Dam Rehab Design Only) CONSTRUCTION: TBD
Cost:	DESIGN: \$602,300 (Dam Improvements Only) + TBD (Final Design) ROW: \$500,000; CONSTRUCTION: TBD
Status Update:	The design of the dam rehabilitation is underway by CDM Smith. Topo and geotechnical surveys are completed. Preliminary draft of report was delivered by CDM Smith on November 7, 2019.

Parks (continued)

Reconstruction of Tennis Courts at Jim Warren Park	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – June 2018, End – January 2019; CONSTRUCTION: Bid – February 2019, Start – April 22, 2019, End – October 15, 2019* <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$74,575; CONSTRUCTION: \$1,000,416.20
Status Update:	Change Order #1 was approved at the September 10 th BOMA meeting. Work is substantially complete and a grand opening was held on October 29, 2019.

Facilities

Municipal Services Complex (Century Court) Improvements	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – August 2018, End – January 2019; CONSTRUCTION: Bid – August 2019, Start – September 2019, End – May 2019 <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$85,500.00 CONSTRUCTION: \$2,346,347.00
Status Update:	Notice to Proceed was issued to Civil Constructors, LLC., effective September 3, 2019. Work has commenced and 10" water line is currently being installed.