



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, September 28, 2017

4:00 PM

Board Room

Call To Order

Approval of Minutes

1. [17-0848](#) Approval of Minutes from August 24, 2017.
2. [17-0847](#) Consideration of DRAFT Resolution 2017-75, "A Resolution Awarding the Construction Contract (COF Contract No. 2017-0198) for the Goose Creek Inn Sanitary Sewer Project to Civil Constructors, Inc. in the Amount of \$580,387.60

Attachments: [Res 2017-75 Goose Creek Inn Sanitary Sewer Project.doc](#)
[Goose Creek Inn Bid Tabs.pdf](#)
3. [17-0845](#) Consideration of DRAFT Resolution 2017-74, A Resolution to Recommend Specific Equipment and Services for the Franklin WRF Modifications & Expansion Project be Sole-Sourced by a Single Supplier

Sponsors: Mark Hilty and Michelle Hatcher
Attachments: [2017 09 12 Franklin Sole Source Justification Letter For All Other Equipment](#)
[20170921 RES Equipment Sole Source Resolution V1](#)
4. [17-0840](#) Consideration of a Professional Services Agreement (COF Contract No. 2017-0206) with Xtralight Manufacturing Limited Partnership (UMS) for Advanced Metering Program in an Amount Not-to-Exceed \$59,200.00

Sponsors: Mark Hilty and Michelle Hatcher
Attachments: [2017-0206 Xtralight_PSA_UMS Advanced Metering Infrastructure_with Attachr](#)
5. [17-0841](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2017-0251) with R. Rhett Turner, MAI for Right-of-Way Acquisition Services for the Battle Avenue Stormwater Project for an Amount Not to Exceed \$59,500.

Attachments: [COF 2017-0251 - Battle Avenue ROW Scope.pdf](#)
[COF 2017-0251 - Battle Avenue PSA.docx](#)

6. [17-0842](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2017-0253) with R. Rhett Turner, MAI for the Henpeck Lane Sanitary Sewer Project for an amount not to Exceed \$59,500

Attachments: [COF 2017-0253 Henpeck Lane Sewer project 09-20-2017.pdf](#)
[COF 2017-0253 Henpeck Lane Sewer.docx](#)

7. [17-0844](#) Consideration of a DRAFT Joint Funding Agreement (COF Contract No. 2017-0257) for Water Resources Investigations with the U.S. Department of the Interior.

Attachments: [Submitted COF 2017-0257 - USGS Contract.pdf](#)
[Submitted COF 2017-0257 - USGS Letter.pdf](#)

8. [17-0846](#) Capital Project Status Report

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.

RESOLUTION 2017-75

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2017-0198) FOR THE GOOSE CREEK INN SANITARY SEWER PROJECT TO CIVIL CONSTRUCTORS, INC. IN THE AMOUNT OF \$580,387.60.

WHEREAS, the Goose Creek Inn WWTP is a small treatment facility that provides wastewater treatment for the Robert N. Moore Jr. Tract, K&T Associates, LLC Tract and the Mapco Express, Inc Tract and are collectively the “Affected Property Owners”; and

WHEREAS, the City and Affected Property Owners have agreed to work together to extend gravity sanitary sewer service to the properties; and

WHEREAS, identical agreements have been executed between the City and K&T Associates, LLC (COF 2016-0307), Mapco Express, Inc (COF 2016-0363) and Sondra F. Morris, Executor of the Estate of Robert N. Moore Jr. (COF 2016-0362); and

WHEREAS, the Affected Property Owners have agreed to pay for 100% of the cost associated with the project as outlined in COF 2016-0307, COF 2016-0363 and COF 2016-0362; and

WHEREAS, on August 29, 2017, sealed bids were received by the City of Franklin Engineering Department, 109 3RD Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud for the Goose Creek Inn Sanitary Sewer Project (COF Contract No. 2017-0198); and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends awarding the construction contract (COF Contract No. 2017-0198) to Civil Constructors, LLC. in the amount of Five Hundred Eighty Thousand Three Hundred Eighty-Seven and 60/100 Dollars (\$580,387.60); and

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

Approval is granted to award the construction contract (COF Contract No. 2017-0198) to Civil Constructors, LLC for the Goose Creek Inn Sanitary Sewer Project in the amount of Five Hundred Eighty Thousand Three Hundred Eighty-Seven and 60/100 Dollars (\$580,387.60) and shall be contingent upon review and approval of the Affected Property Owners as outlined in agreements COF 2016-0363, COF 2016-0362 and COF 2016-0307.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

By:_____

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley
City Attorney

LOCATION:	Franklin, TN (Williamson Co.)
PROJECT:	Goose Creek Inn Sewer Project
COF CONTRACT #:	2017-0198
BID DATE:	August 29, 2017

TABULATED BID RESULTS							
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	Civil Constructors, LLC		Jarrett Builders, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
COF BASE BID							
G1	TEMPORARY FACILITIES AND CONTROLS	LS	1	\$ 28,300.00	\$ 28,300.00	\$ 88,000.00	\$ 88,000.00
G2	TOPSOIL & SEEDING WITH MULCH	LF	835	\$ 14.00	\$ 11,690.00	\$ 23.00	\$ 19,205.00
G3	EROSION & SEDIMENT CONTROL	LS	1	\$ 13,100.00	\$ 13,100.00	\$ 20,000.00	\$ 20,000.00
G4	TEMPORARY SILT FENCE (WITHOUT BACKING)	LF	1253	\$ 2.20	\$ 2,756.60	\$ 3.00	\$ 3,759.00
G5	OVERDEPTH EXCAVATION AND GRAVEL BACKFILL	CY	20	\$ 45.00	\$ 900.00	\$ 60.00	\$ 1,200.00
G6	DECOMMISSIONING & DISPOSAL OF EXISTING GOOSE CREEK INN WWTP	LS	1	\$ 42,510.00	\$ 42,510.00	\$ 114,750.00	\$ 114,750.00
G7	REMOVE & RESET EXISTING FENCE (B&G EQUIPMENT & SUPPLY AND MAPCO)	LS	1	\$ 2,890.00	\$ 2,890.00	\$ 11,750.00	\$ 11,750.00
G8	CONTINGENCY (AS APPROVED BY THE CITY OF FRANKLIN)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
S1	8-INCH SDR 26 GRAVITY SEWER	LF	125	\$ 168.00	\$ 21,000.00	\$ 515.00	\$ 64,375.00
S2	8-INCH CL DIP GRAVITY SEWER	LF	710	\$ 280.00	\$ 198,800.00	\$ 525.00	\$ 372,750.00
S3	8-INCH DIP GRAVITY SEWER CREEK CROSSING, STA. 00+62 TO 01+07	LS	1	\$ 54,980.00	\$ 54,980.00	\$ 27,500.00	\$ 27,500.00
S4	CONCRETE CHECK DAMS (STREAM CROSSING)	EACH	2	\$ 6,130.00	\$ 12,260.00	\$ 1,765.00	\$ 3,530.00
S5	STANDARD 4-FOOT DIAMETER PRECAST CONCRETE MANHOLE, 0-6' DEPTH (RIM TO INVERT)	EACH	7	\$ 4,680.00	\$ 32,760.00	\$ 6,000.00	\$ 42,000.00
S6	ADDITIONAL MANHOLE SIDEWALL (MEASURED TO INVERT)	VF	57	\$ 435.00	\$ 24,795.00	\$ 630.00	\$ 35,910.00
S7	6-INCH GRAVITY SEWER SERVICE LINE	EACH	3	\$ 5,310.00	\$ 15,930.00	\$ 2,900.00	\$ 8,700.00
S8	MANHOLE VENT ASSEMBLY	EACH	1	\$ 3,630.00	\$ 3,630.00	\$ 6,700.00	\$ 6,700.00
S9	WATERTIGHT MANHOLE CASTING	EACH	2	\$ 425.00	\$ 850.00	\$ 1,500.00	\$ 3,000.00
S10	CONNECT TO EXISTING MANHOLE	EACH	1	\$ 5,730.00	\$ 5,730.00	\$ 4,700.00	\$ 4,700.00

TABULATED BID RESULTS							
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	Civil Constructors, LLC		Jarrett Builders, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
S11	NEW EXTERIOR DROP ASSEMBLY ON PROPOSED MANHOLE	EACH	1	\$ 5,270.00	\$ 5,270.00	\$ 2,250.00	\$ 2,250.00
S12	CCTV INSPECTION OF NEW GRAVITY SEWER	LF	832.0	\$ 3.00	\$ 2,496.00	\$ 3.50	\$ 2,912.00
S13	SEWER FLOW CONTROL	LS	1	\$ 17,205.00	\$ 17,205.00	\$ 98,850.00	\$ 98,850.00
R1	TRAFFIC CONTROL	LS	1	\$ 4,860.00	\$ 4,860.00	\$ 24,794.00	\$ 24,794.00
R2	REMOVAL & RESET GUARDRAIL AND POSTS	LS	1	\$ 2,890.00	\$ 2,890.00	\$ 11,765.00	\$ 11,765.00
R3	MINERAL AGGREGATE, TYPE A BASE, GRADING D (TDOT ITEM 303-01)	TON	130	\$ 32.00	\$ 4,160.00	\$ 35.00	\$ 4,550.00
R4	ACS (PG70-22) GRADING D (TDOT ITEM 411-02.10)	TON	25	\$ 246.00	\$ 6,150.00	\$ 175.00	\$ 4,375.00
R5	ASPHALT CONCRETE MIX (PG70-22) (BPM-B-HM) GRADING B-M2 (TDOT ITEM 307-02.08)	TON	70	\$ 184.00	\$ 12,880.00	\$ 165.00	\$ 11,550.00
R6	CONCRETE CURB & GUTTER (TDOT ITEM 702-03)	LF	25	\$ 29.00	\$ 725.00	\$ 53.00	\$ 1,325.00
R7	CONCRETE SIDEWALK (4-INCH CONCRETE AND 4-INCH BASE STONE)	SF	100	\$ 8.70	\$ 870.00	\$ 18.00	\$ 1,800.00
COF BASE BID SUBTOTAL					\$ 580,387.60		\$ 1,042,000.00

I hereby certify that this is a true and correct record with all errors and extension of unit price corrected.


 Signature

Paul P. Holzen, PE
 Printed Name

Director of Engineering
 Title

August 29, 2017
 Date



3200 Windy Hill Road, Suite 210 West
Atlanta, Georgia 30339
tel: 404 720-1400

September 12, 2017

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

Subject: Sole-Source Equipment and Services Justification Letter
Franklin WRF Modifications & Expansion Project
COF Contract No. 2015-0163

Dear Ms. Hatcher:

This letter refers to the following sole-source equipment and services recommended to be included as part of the above-referenced City project.

- Specification Section 13311 – Programmable Logic Controllers (PLCs)
- Specification Section 13315 – Human-Machine Interface (HMI)
- Specification Section 13340 – Instruments
- Drawings M-48 and M-49 – Modifications to the Existing Scum Pumps

CDM Smith recommends that these products, materials, systems, and services associated with the Franklin WRF Modifications and Expansion Project each be obtained from a single named manufacturer or services supplier because they are of an indispensable nature, there are no other viable alternatives, or only these particular equipment and services fulfill the functions for which they are intended. The rationale for each recommendation follows.

Specification Section 13311 – Programmable Logic Controllers (PLCs)

The City decided to standardize on the manufacturer and model for PLCs because of the inherent advantages of a standardized control system. Specifically, using the same type of PLCs throughout the water and wastewater systems results in having standard spare parts, common operation and maintenance knowledge across the system, and the ability of PLCs to communicate “peer to peer” without special programming.





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PLCs are needed not only for control of new and replacement treatment systems at the Franklin WRF, but also as replacements for older PLCs throughout the plant. The existing PLCs were manufactured by Allen-Bradley, a division of Rockwell Automation, Inc.

The City, CDM Smith and SSR Incorporated evaluated various potential PLC manufacturers/models to identify a manufacturer/model to standardize around. The group settled on Allen-Bradley as the selected PLC manufacturer for new and replacement PLCs to be installed as part of this project. The selected PLC is the CompactLogix L35E. This PLC was selected because it is a very common PLC that is supported by all system integrators, because it allows for Ethernet connection; because it has a comparatively low cost of installation and maintenance; because it is a standard offering among treatment equipment vendors; and because of the user-friendly features of the PLC programming software.

Specification Section 13315 – Human-Machine Interface (HMI)

A new HMI software package is needed to replace the City's outdated Wonderware InTouch HMI software. The City, CDM Smith, and Smith Seckman Reid (SSR, the City's water consultant) engaged in a competitive evaluation process that included workshops and presentations by Rockwell Automation, Wonderware, and Trihedral. The three vendors' HMI packages were scored according to factors including ease of maintenance, technical support, and capital cost. Each factor was weighted to reflect its relative importance to the City. Trihedral's VTScada software scored the most points, indicating that it was most aligned with the City's goals for the new HMI package.

Based on this scoring, CDM Smith recommended that the City select Trihedral's VTScada HMI software as the standard for the City's SCADA system. A copy of the HMI vendor scoring memo is attached to this letter.

Specification Section 13340 – Instruments

Co-digestion with FOG is an integral part of the Franklin WRF's new biosolids facilities. The FOG is injected into a pre-dewatered waste activated sludge (WAS) pipe directly upstream of the Cambi B-2 THP skid. The exact range of percent solids the FOG will be delivered to the Franklin WRF is not well understood. In order to capture the data on the percent solids of FOG being injected into THP for co-digestion in real time, a microwave total solids analyzer is necessary. Understanding the fluctuations and range of FOG percent solids being added to the digestion process provides key data for optimizing co-digestion.

Valmet total solids analyzers is the only manufacturer that has municipal wastewater plant installations of total analyzers using microwave technology. The microwave technology provides accurate percent solids measurement of high percent solids flows (above 3 percent solids), with minimal maintenance, calibration and ancillary systems. Analyzers based on optical sensing are not as appropriate for high percent solids flows due to less accuracy and significant maintenance





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required to keep the sensors clean. CDM Smith recommends sole sourcing Valmet's total solids analyzers for this project.

Drawings M-48 and M-49 – Modifications to the Existing Scum Pumps

Scum from the final clarifiers is currently pumped to the Belt Filter Press Feed Tank, where it is blended with the thickened WAS before being dewatered and disposed. Because the existing dewatering process will be demolished as part of this project, the project also includes the construction of new holding tanks to store and decant water from the scum before it is disposed.

The four existing Gorman Rupp T3 centrifugal scum pumps at the Return Sludge Pump Station and the RAS/WAS Pump Station are all in good working condition, but the construction of the new holding tanks and the modifications to the pump discharge piping are expected to alter the system head conditions. These modifications will reduce the total head and thus raise the flow rate of the pumps. The higher flow rates could result in accelerated wear inside the existing 4-inch scum piping inside and outside the pump stations. In order to counteract this change of conditions, it is necessary to replace the belt and sheave system on each pump so that it operates at a lower rotational speed.

Southern Sales Company of Nashville, Tennessee, is the authorized representative of Gorman Rupp pumps in Franklin and has provided a quote to perform the modifications to the scum pumps. CDM Smith recommends including this work as a line item in the Bid Form, with Southern Sales' quote included in the appendices to the specifications.

If you have any questions or comments regarding this letter, please do not hesitate to contact me at (404) 720-1400.

Sincerely,

Robert P. Huguenard
Senior Project Manager
CDM Smith Inc.

Enclosure

cc: Mark Hilty, City of Franklin
Zack Daniel, CDM Smith
Project File (14915-96594-WRF)



Memorandum

TO: *Meeting Attendees*

FROM: *Jonathan Mitchell*

DATE: *June 18, 2013*

SUBJECT: *SCADA Standardization Workshop #2 – HMI Vendor Scoring Memo
Franklin Wastewater Reclamation Facility Expansion Project*

A workshop was held including the City of Franklin, CDM Smith and SSR on May 24, 2013 at the Franklin City Hall. The purpose of the workshop was to hear presentations from the previously short listed HMI software manufacturers and to discuss which would best achieve the necessary requirements for the newly designed SCADA systems for the water reclamation facility (WRF), the wastewater collection system, the water treatment plant, and the water distribution system.

Attendees:

David Parker – City of Franklin
Mark Hilty – City of Franklin
Jason Whitehouse – SSR
Mike Bernard – SSR
Sam Harrison – SSR
Bob Huguenard – CDM Smith
Jonathan Mitchell – CDM Smith
Scott Whitmore – CDM Smith
Zack Daniel – CDM Smith

Presentations:

The following software packages were presented:

- Rockwell Automation FactoryTalk View SE by Kip Dodson
- Wonderware InTouch by Rodney Waterman
- Trihedral VTScada by Bryan Sinkler

After these presentations the decision was made to create a table with predefined key features in order to rate each software package and to aid in selection. Each of the features would include weighting of the relative importance of that feature. SCADA personnel from CDM Smith and SSR would fill out the table and CDM Smith would compile the results and present the ratings to the City.



SCADA Standardization Workshop #2 – HMI Vendor Scoring Memo
Franklin Wastewater Reclamation Facility Expansion Project

June 18, 2013

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The following key features were identified:

- Ease of Initial Installation/Development
- Ease of Maintenance/Expansion
- Trends/Data Collection without a Historian package
- Integration/Communication with Allen-Bradley CompactLogix Series PLCs
- Integration of Dial-Out Alarming and Reporting software
- Security
- Redundancy
- Version Control
- Systems Integrator Channel (or Certified SIs) within 250 mile radius
- Technical Support, including version upgrades
- Addition of other systems (EIS, SmartMeters)
- Capital Cost Ranking
- Support Cost Ranking



Final HMI Vendor Rating Table

CDM Smith and SSR coordinated to establish draft importance weighting and scoring for each feature. The table below presents the draft results of that exercise. Following the table is commentary explaining the scoring for each feature.

Key Features	HMI Rating 1 = Poor to 5 = Excellent			Importance Weighting 1 = Low to 5 = High
	Rockwell FTView SE	Wonderware InTouch	Trihedral VTScada	
Ease of Initial Installation/Development	5	4	4	2
Ease of Maintenance/Expansion	4	3.5	3	3
Trends/Data Collection without a Historian package	3.5	2.5	4.5	4
Integration/Communication with Allen-Bradley CompactLogix Series PLCs	5	3.5	3.5	5
Integration of Dial-Out Alarming and Reporting software	3.5	3.5	3.5	2
Security	3	3	3	3
Redundancy	3	3	4.5	5
Version Control	1.5	2.5	5	4
Systems Integrator Channel (or Certified SIs)	5	5	2.5	5
Technical Support, including version upgrades	4	3	2	3
Addition of other systems (EIS, SmartMeters)	3	3	4	1
Capital Cost Ranking	2	3	4	5
Support Cost Ranking	2	3	4	5
Total Score	158	154	173.5	Max Score = 325



SCADA Standardization Workshop #2 – HMI Vendor Scoring Memo
Franklin Wastewater Reclamation Facility Expansion Project

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Ease of Initial Installation/Development

Both Wonderware InTouch and Trihedral VTScada are single-disc installations. Rockwell FTView SE requires multiple discs and multiple programs to become operational. However, because Allen-Bradley PLCs will be used, Rockwell FTView SE would make development easier and faster when using the PlantPAx library. It contains Allen-Bradley specific PLC function blocks for equipment (eliminating the amount of ladder logic) as well as symbols and operator faceplates pre-built for the HMI. This feature was not weighted high because we assume that a Systems Integrator (SI) will be performing the work, not City personnel.

Ease of Maintenance/Expansion

The use of Rockwell FTView SE with the PlantPAx library would ease maintenance and expansion, as there is less ladder logic to troubleshoot, and adding new equipment is simple, as stated in the installation/development feature above. Wonderware InTouch seems to be more intuitive, but since the Owner's personnel have no previous experience and will be trained on whichever software package is selected, they should be able to use any of the three effectively. The weighting of this feature was ranked a 3 as City personnel indicated they will eventually be performing programming when it comes to troubleshooting issues and providing some of the additions and modifications as the sites are upgraded. It was not ranked higher because when larger programming efforts are needed, an SI will most likely perform the work.

Trends/Data Collection without a Historian package

Without a Historian, Rockwell FTView SE and Trihedral VTScada rise above Wonderware InTouch when creating and manipulating trends. Trihedral VTScada has an added ability to quickly add tags to a trend simply by double-clicking its analog display. The trends for the other software packages have to be pre-configured or the operator has to go through a multi-click database tag selection process. The weighting of this feature was ranked high because the ability to provide operator usable trends is very important to plant operation. Proper data collection is also a must in order to provide the reports desired by plant operators.

Integration/Communication with Allen-Bradley CompactLogix Series PLCs

Rockwell FTView SE with the PlantPAx library integrates by far the best with CompactLogix Series PLCs, for reasons stated in the installation/development and maintenance/expansion sections above. However, after installing compatible drivers in Wonderware InTouch or Trihedral VTScada, integrating these devices is not burdensome. The weighting of this feature was ranked the highest possible due to the fact all the City SCADA systems will be standardized and contain Allen-Bradley CompactLogix PLCs for interface to plant instruments and equipment.



SCADA Standardization Workshop #2 – HMI Vendor Scoring Memo
Franklin Wastewater Reclamation Facility Expansion Project
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Integration of Dial-Out Alarming and Reporting software

Dial-Out Alarming and reporting functionality can be accomplished with any of these software packages. The weighting of this feature was low as we believe that whether these functions are part of the HMI software or third-party software is really of little concern.

Security

Implementing user-level security can be accomplished without any great difficulty for any of these software packages. The weighting of this feature is mid-level as security is important to keep different plant personnel from controlling equipment and acknowledging alarms not associated with their plant. All the software packages can perform this.

Redundancy

Server redundancy can be accomplished without any great difficulty in any of these software packages. However, Trihedral VTScada allows for any workstation on the network to be a backup workstation to any other workstation, while the other two packages require a second workstation at each site. Trihedral VTScada will require less hardware to achieve the same degree of redundancy as the other two packages. The weighting of this feature is high as redundancy in this particular system is very important. With the small number of operator workstations and I/O servers at each site it is important to have other workstations that can provide monitoring and control in case of a workstation failure.

Version Control

Trihedral VTScada's ability to track changes, revert back to any past state, and pinpoint changes in time, surpasses Rockwell's FTVIEW SE and Wonderware's InTouch version control capabilities. Wonderware InTouch does have some version control through a separate manufacturer program installation, while Rockwell FTVIEW SE has no version control. The weighting of this feature is high because this system will be one application that monitors and controls three separate plants/systems. Each of the three will have its own personnel that will be able to make changes to the system, from each location. Version control will allow the management of changes, determination of who made a change and what was changed, and the ability to undo a mistake or unauthorized modification.

Systems Integrator Channel (or Certified SIs) within 250 mile radius

System Integrators in the area are familiar with Rockwell FTVIEW SE and Wonderware InTouch. Although Trihedral VTScada is used less frequently in the Franklin area, the two SIs that the City currently uses, Revere Control Systems and Southern Sales, are both familiar with Trihedral VTScada. The weighting of this feature is the highest possible, since City personnel indicated it is imperative they have access to multiple SIs for support.



SCADA Standardization Workshop #2 – HMI Vendor Scoring Memo
Franklin Wastewater Reclamation Facility Expansion Project
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Technical Support, including version upgrades

All three manufacturers provide telephone support during normal business hours. Rockwell FTView SE and Wonderware InTouch also provide 24/7 technical support as a standard feature, while Trihedral VTScada only has 24/7 "emergency support" (where an "emergency" means repairing the system if it is down, not developing or testing other modifications). Because Allen-Bradley PLCs will be used, Rockwell technical support would encompass both hardware and software issues. The weighting of this feature was ranked a 3. Technical support is important, especially if City personnel will be performing future programming efforts. However, it was not ranked higher since all the software packages supply this level of support.

Addition of other systems (EIS, SmartMeters)

Each manufacturer has the ability to integrate third-party systems through the use of drivers. However, Trihedral VTScada's polling management enables the addition of radio systems without the need for master polling PLCs, providing the ability to schedule, set poll rates, and enable/disable separate drivers, groups and sites. This feature was ranked low as there is currently no need for this feature.

Capital Cost Ranking

Trihedral VTScada is the least expensive of the three packages. The weighting of this feature was ranked high since cost is always a concern.

Support Cost Ranking

Since support costs are based on percentage of capital cost, Trihedral VTScada is the least expensive of the three. However, if technical support for the PLCs is also desired, then Rockwell FTView SE would be the least expensive, as a single support agreement would cover both hardware and software. The weighting of this feature was ranked high since cost is always a concern.

Conclusions

Based on the draft scoring and weighting presented above it appears that Trihedral VTScada would be the best HMI software package to implement as a standard for the City of Franklin SCADA system. However, if the City desires to have a single support agreement covering the Rockwell FTView SE and the PLCs, the ranking for Trihedral VTScada and the Rockwell FTView SE would be essentially equal.

RESOLUTION NO. 2017-74

A RESOLUTION OF THE BOARD AND MAYOR
AND ALDERMEN of THE CITY OF FRANKLIN, TENNESSEE,
TO RECOMMEND SPECIFIC EQUIPMENT AND SERVICES FOR THE
FRANKLIN WRF MODIFICATIONS & EXPANSION PROJECT BE
SOLE-SOURCED BY A SINGLE SUPPLIER

WHEREAS, the City of Franklin (City) Board of Mayor and Aldermen (BOMA) approved (COF Contract No 2013-0001) the Franklin Water Reclamation Facility (WRF) Modifications and Expansion Project (Project) with CDM Smith (Consultant) to provide for the design of the upgrade of the WRF to increase its treatment capacity in order to provide for the growth of the City; and

WHEREAS, during the design process, the Consultant, with concurrence of the City's staff, determined that it would be in the best interest of the Project to standardize equipment and services provided for the Water Reclamation Facility for the Programmable Logic Controllers (PLCs), Human-Machine Interface (HMI), a microwave total solids analyzer, and the provider who can modify the existing scum pumps; and

WHEREAS, the Board of Mayor and Aldermen find that it is in the best interest of the City and for the efficiency of operations to provide similar equipment as found in the current operations of the WRF and throughout the collection and distribution system,

WHEREAS, the staff recommends to standardize on the manufacturer and model for PLCs because of the inherent advantages of a standardized control system, specifically, using the same type of PLCs throughout the water and wastewater systems that results in having standard spare parts, common operation and maintenance knowledge across the systems, and the ability of PLCs to communicate "peer to peer" without special programming,

WHEREAS, a new HMI software package is needed to replace the City's outdated Wonderware InTouch HMI software and staff and the Consultant engaged in a competitive evaluation process that included workshops and presentations and through scoring by staff and the Consultant selected Trihedral's VTScada HMI software as the standard for the City's SCADA system,

WHEREAS, co-digestion with FOG is an integral part of the WRF's new biosolids facility and fats, oils, and grease (FOG) is injected into a pre-dewatered waste activated sludge (WAS) pipe at varying solids percentages, and a microwave total solids analyzer, manufactured by Valmet, can provide the range of FOG solids to provide key stat to optimize co-digestion,

WHEREAS, new holding tanks to store and decant scum from the final clarifiers will be constructed as part of the upgrades and the four existing Gorman Rupp T3 centrifugal scum pumps at the Return Sludge Pump Station and the RAS/WAS Pump Station are all in good working condition, but the construction of the new holding tanks and modifications are expected to alter the system operating conditions, reducing the efficiency of the pumps and requiring maintenance to account for this change that can only be provided by the local vendor and service representative, Southern Sales Company of Nashville, Tennessee,

WHEREAS, the BOMA is committed to high quality and efficient infrastructure that will provide an efficient, safe, and economically vital facility for the residents and future residents of the City of Franklin, and consistently strives to be effective and efficient in the administration of City business, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen for the City of Franklin authorize that the following products, materials, and systems and services associated with the Franklin WRF Modifications and Expansion project be provided by the following:

- Programmable Logic Controllers manufactured by Allen-Bradley,
- Human-Machine Interface manufactured by Trihedral
- Microwave Total Solids Analyzer manufactured by Valmet
- Scum Pump maintenance provided by Southern Sales Company

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC STUCKEY
City Administrator / Recorder

By: _____
DR. KEN MOORE
Mayor

APPROVED AS TO FORM BY:

Shauna R. Billingsley
City Attorney

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0206**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **XTRALIGHT MANUFACTURING LIMITED PARTNERSHIP (UMS)** 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:

Advanced Metering Program

1. SCOPE OF SERVICES. Consultant shall provide preliminary engineering / environmental design 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 not-to-exceed basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **FIFTY-NINE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$59,200.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2017.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
 - 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer

hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

CONSULTANT:

CITY OF FRANKLIN, TENNESSEE:

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Kristen L. Corn, Assistant City Attorney
COF Contract No. 2017-0206

COF Contract No. 2017-0206

Attachment A

PART 1: Technology Assessment and Implementation Services:

Service	Price
Advanced Metering Feasibility and Assessment • Project preliminary planning and data gathering • Testing of up to 45 meters • Business Process Review • Advanced Metering Program, Budget, Return On Investment Analysis • Presentation of Finding	\$59,200.00

Meter testing & Initial Revenue Enhancement Modeling

- a) Analysis and review of data extract from CITY's utility billing software
- b) Bench Testing of water meters sized ¾-2"
- c) Inline field-testing of selected 3" and above
- d) UMS will work with CITY to generate list of meter replacements
- e) Certified meter accuracy testing results
- f) Initial revenue enhancement modeling / verification based on results

Billable Milestone	Tasks	Deliverables
Conduct Initial AMI Program ROI Analysis	• Obtain data from CIS system to include two (2) years of history data for statistical analysis • Determine data anomalies for further field analysis / discovery	• Initial ROI Summary Report based on data analysis. • UMS presentation to AMI team on data analysis and • Initial AMI budget
Validate ROI	• Analyze CIS data anomalies to determine revenue impact • Validate meter performance with meter test • Determine meter specification for full deployment which impact revenue / cost. • Determine business process updates that will have an impact on ROI.	• Validated ROI based on full study • Assistance in presenting results to board / commission.

PART TWO: NETWORK IMPLEMENTATION SERVICES

Once council approved Advanced Metering Program UMS will act on behalf of the City as the turnkey systems integrator and will handle the end to end implementation of the Advanced Meter Program.

City will procure all material directly from Technology Vendor(s). Consultant will help City develop a procurement process for all material and help negotiate favorable pricing on behalf of the City.

Procurement of selected ADVANCED METERING system

- a) Analysis of previous investment made in existing metering system and technology
- b) Comparative analysis and evaluation of fixed network metering solutions offered by CITY's pre-qualified list of potential technology vendors specified by CITY.
- c) Coordination of fixed network propagation studies to be generated by each of CITY's pre-qualified vendors
- d) Coordination of (and support during) technology presentations given by each of CITY's pre-qualified vendors

Comparative evaluation of proposed hardware, software, and associated equipment costs to implement a fixed network metering system

The implementation phase is broken down into following areas:

- End-to-end program management of Advanced Metering Program
- Configure all material orders for CITYS selected Advanced Meter Program
- Facilitate the data integration of the CITYS billing application to the selected ADVANCED METERING system
- Conduct field installation services for mass deployment of ADVANCED METERING network devices

Line item pricing for implementation services is outlined below

Contingency Services

Service	Tasks	Deliverables	Amount
Misc. Construction Services (Hourly)	Any out of scope construction services		\$90.00
Program Manger / Training Rate (Daily)	Any out of scope (onsite tasks) required by CITY by Professional Services Staff.		\$1,500.00 plus travel
Sr. Software Consultant (Hourly)	Any out of scope Design, Planning, Change Management, Integration work for future systems.	Any travel will be billed at T&E rate table	\$250.00 plus travel
Integration / Documentation Services (Hourly)	Any out of scope Integration work for future required systems (GIS, Tax, Work Order Mgmt. etc.)	Any travel will be billed at T&E rate table	\$175.00 plus travel

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0251**

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

DECLARATIONS. City desires to retain Consultant to provide right of way acquisition services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

Battle Avenue Stormwater Project

1. SCOPE OF SERVICES. Consultant shall provide right of way acquisition 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 Exhibit A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Fifty-Nine Thousand Five Hundred and 00/100 Dollars (\$59,500.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
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- 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 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.
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- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0253**

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

DECLARATIONS. City desires to retain Consultant to provide right of way acquisition services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

HENPECK LANE SANITARY SEWER PROJECT

1. SCOPE OF SERVICES. Consultant shall provide right-of-way acquisition 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 Exhibit A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Fifty-Nine Thousand Five Hundred and 00/100 Dollars (\$59,500.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
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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.

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

Form 9-1366
(April 2015)

COF 2017-0257

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ESTN000000015
Customer#: 6000000494
Project #: ML00925
TIN #: 62-6000290
USGS DUNS #: 012790072

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2017, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Franklin party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in for the operation and maintenance of five continuous streamflow gaging station on the Harpeth near Franklin, TN, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$18,675 by the party of the first part during the period
October 1, 2017 to September 30, 2018
- (b) \$43,575 by the party of the second part during the period
October 1, 2017 to September 30, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ESTN000000015
Customer#: 6000000494
Project #: ML00925
TIN #: 62-6000290
USGS DUNS #: 012790072

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **Quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

USGS Technical Point of Contact

Name: Shannon Williams
Hydrologist
Address: 640 Grassmere Park Suite 100
Nashville, TN 37211
Telephone: (615) 837-4755
Fax: (615) 837-4799
Email: swilliam@usgs.gov

Customer Technical Point of Contact

Name: Paul Holzen
Address: 109 3rd Ave South
Franklin, TN 37065
Telephone: (615) 791-3218
Fax:
Email:

USGS Billing Point of Contact

Name: Desvin Jones
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3114
Fax: (225) 298-5490
Email: ddjones@usgs.gov

Customer Billing Point of Contact

Name: Paul Holzen
Address: 109 3rd Ave South
Franklin, TN 37065
Telephone: (615) 791-3218
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Franklin

Signature

By  Date: Aug 11, 2017
Name: W. Scott Gain
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Approved as to Form;

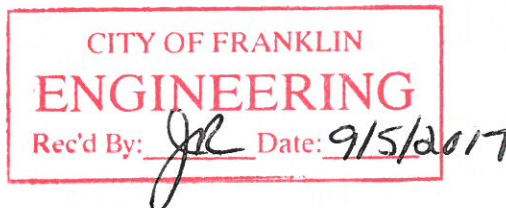
Shauna R. Billingsley, City Attorney



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi Gulf Water Science Center
Nashville Office
640 Grassmere Park, Suite 100
Nashville, TN 37211

Paul Holzen
City of Franklin
109 3rd Ave South
Franklin, TN 37065



August 11, 2017

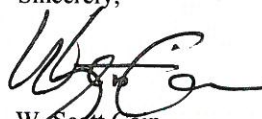
Dear Holzen,

Enclosed are two signed originals of our standard joint-funding agreement between the United States Geological Survey (USGS) and the City of Franklin. The agreement is to maintain in operation the maintenance of five continuous streamflow gaging station on the Harpeth near Franklin, TN. The agreement will run during the period of October 1, 2017 through September 30, 2018 and is for a combined total of \$62,250. USGS contribution is for \$18,675 and the City of Franklin contribution is for \$43,575. Please sign and return one fully-executed original to **Desvin Jones at the address of 3535 S. Sherwood Forest Boulevard, Ste. 120 Baton Rouge, LA. 70816.**

This is a fixed cost agreement to be billed **quarterly** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 298-5481 Ext 3114 or email at ddjones@usgs.gov. Also, you can contact Shannon Williams by phone number (615) 837-4755 or email swilliam@usgs.gov to make alternative arrangements.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,


W. Scott Gain
Director

Enc.: 18ESTN000000015(2)