



# City of Franklin

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

## Meeting Agenda Capital Investment Committee

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Thursday, February 27, 2020

4:00 PM

Board Room

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### Call To Order

### Approval of Minutes

1. [20-0214](#) Consideration Of Approval Of Minutes For The January 23, 2020 Capital Investment Committee Meeting.
2. [19-1232](#) Discussion Concerning The Jordan Branch Stream Restoration Project Located In The Cool Springs East Subdivision. (WS 1/28/20; CIC 2/27/20)  
  
**Sponsors:** Paul Holzen  
**Attachments:** [CIP FY2019-2028 PriorityRanking COMBINED Rev2.pdf](#)  
[Jordan Branch BOMA 1-28-2020.pdf](#)  
  
**Legislative History**  
1/28/20      Work Session      referred to the Capital Investment Committee
3. [20-0188](#) Consideration of Change Order Number 2 (COF 2018-0252), Final Change Order, for the Jim Warren City Park Tennis Court Reconstruction Project for an Increase in the Amount of \$19,449.15.  
  
**Sponsors:** Paul Holzen  
**Attachments:** [Signed Change Order 2 Final.pdf](#)
4. [20-0231](#) Consideration Of DRAFT Amendment No. 3 To The Professional Services Agreement (COF 2015-0052) For The East McEwen Drive Phase 4 Improvements - Final Design Project, With Sullivan Engineering Inc., In An Amount Not To Exceed \$82,589.32.  
  
**Sponsors:** Paul Holzen and Jonathan Marston  
**Attachments:** [COF 2015-0052 AMENDMENT 3 - SCOPE 20-0231.doc](#)  
[COF 2015-0052 AMENDMENT 3 - EXHIBIT A 20-0231.pdf](#)
5. [20-0196](#) Consideration of DRAFT Amendment No. 1 to COF Contract No. 2016-0299 For Embrey Partners, LLC Ironhorse Development Road Impact Fee Offset Agreement.  
  
**Sponsors:** Paul Holzen and Jimmy Wiseman  
**Attachments:** [COF 2016-0299 Amendment 1 Ironhorse Franklin Apartments LLC Road Impa](#)

6. [20-0113](#) Consideration To Grant Water And Sewer Availability For 1268 Lewisburg Pike. (Map 106, Parcel 02600) (CIC 2/27/20, 3-0)
- Sponsors:** Michelle Hatcher and Scott Andrews
- Attachments:** [Ivybrook Academy - Sanitary Sewer Availability - Form.pdf](#)  
[location map.pdf](#)  
[map.pdf](#)  
[site plan copy.pdf](#)
7. [20-0110](#) Consideration To Grant Water And Sewer Availability For 102 Gilbert Drive. (Map 106G, Parcel 07800) (CIC 2/27/20, 3-0)
- Sponsors:** Michelle Hatcher and Scott Andrews
- Attachments:** [map.pdf](#)  
[102 Gilbert Drive - Sewer Availability - Form.pdf](#)
8. [20-0112](#) Consideration To Grant Water And Sewer Availability For 402 Ellington Drive. (Map 106G, Parcel 07600) (CIC 2/27/20, 3-0)
- Sponsors:** Michelle Hatcher and Scott Andrews
- Attachments:** [map.pdf](#)  
[402 Ellington - Sewer Availability - Form.pdf](#)
9. [20-0111](#) Consideration To Grant Water And Sewer Availability For 107 Beechlawn Drive. (Map 106H, Parcel 06100) (CIC 2/27/20, 3-0)
- Sponsors:** Michelle Hatcher and Scott Andrews
- Attachments:** [map.pdf](#)  
[107 Beechlawn Drive - Sewer Availability - Form.pdf](#)
10. [20-0136](#) Consideration Of A Change Order No. 3 To COF Contract No. 2017-0264 With Kiewit Infrastructure South Co, For The Water Reclamation Facility Modifications & Expansion Project. (CIC 2/27/20, 3-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [20200224\\_CHANGE\\_Kiewit Change Order No. 3 - LAW APPROVED\\_V2.pdf](#)
11. [20-0135](#) Consideration Of COF Contract No. 2020-0015 With CIA Infrastructure Associates For Survey And Design Proposal For Professional Services Of Gist Street Water And Sanitary Sewer Replacements. (CIC 2/27/20, 3-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [2020-0015 CIA\\_Gist St.pdf](#)



12. [20-0238](#) Presentation On Fieldstone Farm Sidewalks. (CIC 2/27/20)
- Sponsors:** Paul Holzen
- Attachments:** [FIELDSTONE FARMS HOA EXHIBIT.pdf](#)  
[FieldstoneFarms\\_SidewalkBriefing\\_Mayor\\_AND\\_CityAdministrator.pdf](#)
13. [20-0239](#) Discussion Concerning Morningside Detention Pond. (CIC 2/27/20)
- Attachments:** [Morningside Pond exhibit.pdf](#)  
[Notice of Inspection \(Morningside, Sec 8, Lot 19\).pdf](#)
14. [20-0236](#) Capital Projects Dashboard & Status Updates.
- Sponsors:** Engineering
- Attachments:** [Capital Project Page Example.PNG](#)

### 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.

**City of Franklin, Tennessee**  
**FY 2019-2028 Capital Investment Program**

BOMA Priority Projects - **Non-Weighted Rankings for All Projects**

Below is the compilation of individual BOMA member responses to the City Administrator's request for CIP project priority rankings. The following factors were used, in the order listed, to develop the overall project priority list: (1) "**TOTAL**" Number of Votes received from BOMA members, (2) Inclusion in "**CITY ADMINISTRATOR**" ranking, (3) By "**STAFF RANKING**".

| RANK | PROJECT                                                     | CATEGORY           | STAFF RANKING | EST. COST    | CITY ADMINISTRATOR | BOARD OF MAYOR AND ALDERMEN |         |           |        |        |          |       |          |        | TOTAL<br><i>(Max = 9)</i> | RUNNING TOTAL |
|------|-------------------------------------------------------------|--------------------|---------------|--------------|--------------------|-----------------------------|---------|-----------|--------|--------|----------|-------|----------|--------|---------------------------|---------------|
|      |                                                             |                    |               |              |                    | BARNHILL                    | BLANTON | BRANSFORD | BURGER | MARTIN | MCLENDON | MOORE | PETERSEN | SPEEDY |                           |               |
| 1    | ST16017 - Long Ln and Old Peytonsville Rd Connector         | Transportation     | 3             | \$22,048,800 | 1                  | 1                           | 1       | 1         | 1      | 1      | 1        | 1     | 1        | 1      | 9                         | \$22,048,800  |
| 2    | PK16020 - Bicentennial Park                                 | Parks & Recreation | 4             | \$4,220,000  | 1                  |                             | 1       | 1         | 1      | 1      | 1        | 1     | 1        | 1      | 8                         | \$26,268,800  |
| 3    | ST16014 - Franklin Rd & Mallory Station Rd Int Improvements | Transportation     | 4             | \$6,740,000  | 1                  | 1                           | 1       | 1         | 1      | 1      |          | 1     | 1        | 1      | 8                         | \$33,008,800  |
| 4    | SW16003 - 100 Block Battle Avenue Drainage Improvements     | Stormwater         | 2             | \$1,850,000  |                    | 1                           | 1       | 1         | 1      | 1      | 1        | 1     |          | 1      | 8                         | \$34,858,800  |
| 5    | FM19001 - 5th Ave Parking Lot                               | General Services   | 4             | \$500,000    | 1                  | 1                           | 1       | 1         | 1      | 1      |          | 1     |          | 1      | 7                         | \$35,358,800  |
| 6    | ST16011 - Mallory/N Royal Oaks & Liberty Intersection Imp.  | Transportation     | 3             | \$8,189,235  | 1                  | 1                           | 1       | 1         | 1      |        |          | 1     | 1        | 1      | 7                         | \$43,548,035  |
| 7    | PK16013 - Greenway & Bridge (Harlinsdale to Chestnut Bend)  | Parks & Recreation | 4             | \$1,032,960  | 1                  | 1                           | 1       |           |        | 1      |          | 1     | 1        | 1      | 6                         | \$44,580,995  |
| 8    | PK16016 - Lockwood Glen Park                                | Parks & Recreation | 4             | \$5,530,000  | 1                  | 1                           | 1       |           | 1      |        | 1        | 1     | 1        |        | 6                         | \$50,110,995  |
| 9    | ST16006 - Jordan Road (Aspen Grove Dr-Mallory Ln)           | Transportation     | 4             | \$4,598,480  | 1                  | 1                           | 1       |           | 1      |        |          | 1     | 1        | 1      | 6                         | \$54,709,475  |
| 10   | ST16030 - Lewisburg Ave Sidewalk Improvements               | Transportation     | 4             | \$955,260    | 1                  |                             |         | 1         | 1      | 1      |          | 1     | 1        | 1      | 6                         | \$55,664,735  |
| 11   | ST16022 - Carothers Pkwy (Long Ln - Falcon Creek Subd)      | Transportation     | 3             | \$12,030,800 | 1                  | 1                           |         |           | 1      |        | 1        | 1     | 1        | 1      | 6                         | \$67,695,535  |
| 12   | FM16001 - New City Hall                                     | General Services   | 2             | \$24,100,000 | 1                  |                             | 1       | 1         | 1      | 1      |          | 1     |          | 1      | 6                         | \$91,795,535  |
| 13   | PK19001 - FSSD (Freedom Middle/Poplar Grove)                | Parks & Recreation | 2             | \$2,087,500  | 1                  |                             | 1       |           |        | 1      | 1        | 1     | 1        | 1      | 6                         | \$93,883,035  |
| 14   | ST16012 - E McEwen Dr. Ext. (Wilson Pike to City Limits)    | Transportation     | 2             | \$9,192,400  | 1                  | 1                           |         | 1         | 1      |        | 1        | 1     | 1        |        | 6                         | \$103,075,435 |
| 15   | SW16007 - Maplewood Stormwater Project                      | Stormwater         | 4             | \$530,000    | 1                  |                             | 1       |           | 1      |        |          | 1     | 1        | 1      | 5                         | \$103,605,435 |
| 16   | ST19001 - Main St Sidewalk Repair Project                   | Transportation     | 4             | \$2,200,000  | 1                  | 1                           | 1       |           | 1      |        |          |       | 1        | 1      | 5                         | \$105,805,435 |
| 17   | ST19004 - McEwen Drive Interchange Modifications            | Transportation     | 4             | \$1,000,000  | 1                  |                             |         |           | 1      |        | 1        | 1     | 1        | 1      | 5                         | \$106,805,435 |
| 18   | PK16008 - Jim Warren Park Renovations                       | Parks & Recreation | 3             | \$4,600,000  | 1                  | 1                           |         | 1         |        | 1      | 1        |       | 1        |        | 5                         | \$111,405,435 |
| 19   | PK16009 - Liberty Park Improvements IV                      | Parks & Recreation | 3             | \$5,400,000  | 1                  | 1                           | 1       |           | 1      |        | 1        |       | 1        |        | 5                         | \$116,805,435 |
| 20   | PK19002 - FSSD (Freedom Intermediate/Johnson Elementary)    | Parks & Recreation | 2             | \$1,487,500  | 1                  |                             | 1       | 1         |        |        | 1        |       | 1        | 1      | 5                         | \$118,292,935 |
| 21   | PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge) | Parks & Recreation | 2             | \$5,172,745  | 1                  |                             |         | 1         | 1      | 1      | 1        |       |          | 1      | 5                         | \$123,465,680 |
| 22   | FM19002 - New Public Parking Structure or Surface Lot       | General Services   | 1             | \$8,100,000  | 1                  |                             |         | 1         | 1      |        | 1        | 1     |          | 1      | 5                         | \$131,565,680 |
| 23   | PK16012 - Greenway (1st Ave North to Bicentennial)          | Parks & Recreation | 1             | \$1,997,800  | 1                  |                             | 1       |           | 1      |        |          | 1     | 1        | 1      | 5                         | \$133,563,480 |
| 24   | PK16001 - Hayes Home Restoration (Harlinsdale)              | Parks & Recreation | 4             | \$457,870    |                    |                             | 1       | 1         | 1      | 1      | 1        |       |          |        | 5                         | \$134,021,350 |
| 25   | PK16014B - Southeast Municipal Complex Phases II & III      | Parks & Recreation | 4             | \$11,200,000 |                    | 1                           | 1       | 1         |        | 1      |          |       | 1        |        | 5                         | \$145,221,350 |
| 26   | PK16018 - Eastern Flank Circle (Loop Road) Repair           | Parks & Recreation | 3             | \$160,000    |                    |                             | 1       | 1         | 1      | 1      |          |       | 1        |        | 5                         | \$145,381,350 |
| 27   | SW19004 - West Main Bridge Widening Project                 | Stormwater         | 3             | \$455,000    |                    | 1                           |         |           |        | 1      | 1        | 1     |          | 1      | 5                         | \$145,836,350 |
| 28   | SW16001 - Ralston Creek at Liberty Hills Stream Restoration | Stormwater         | 2             | \$350,000    |                    | 1                           | 1       |           | 1      | 1      |          |       |          | 1      | 5                         | \$146,186,350 |
| 29   | PK16002 - Main Barn Restoration (Harlinsdale)               | Parks & Recreation | 4             | \$1,719,070  | 1                  |                             | 1       |           | 1      | 1      |          | 1     |          |        | 4                         | \$147,905,420 |
| 30   | SW16005 - Jordan Branch (Cool Springs E) Stream Restoration | Stormwater         | 4             | \$760,000    |                    | 1                           |         |           | 1      |        |          | 1     |          | 1      | 4                         | \$148,665,420 |
| 31   | ST16015 - Carothers Pkwy (Falcon Creek - SR96E)             | Transportation     | 3             | \$24,208,944 |                    | 1                           |         |           |        |        |          | 1     | 1        | 1      | 4                         | \$172,874,364 |
| 32   | SW19003 - USACE - Home Raising Project                      | Stormwater         | 2             | \$1,400,000  |                    |                             | 1       |           |        |        | 1        | 1     | 1        |        | 4                         | \$174,274,364 |
| 33   | ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)  | Transportation     | 2             | \$2,876,400  |                    | 1                           | 1       |           |        | 1      |          |       | 1        |        | 4                         | \$177,150,764 |
| 34   | PK16007 - North Pavilion & Restroom Facility (Harlinsdale)  | Parks & Recreation | 1             | \$296,000    |                    | 1                           |         |           | 1      | 1      | 1        |       |          |        | 4                         | \$177,446,764 |
| 35   | ST16018 - S. Margin St. Infrastructure Upgrades             | Transportation     | 4             | \$8,476,400  | 1                  | 1                           |         |           |        | 1      |          |       |          | 1      | 3                         | \$185,923,164 |
| 36   | PK19010 - Thompson Alley Neighborhood Park                  | Parks & Recreation | 3             | \$222,000    | 1                  |                             |         | 1         |        | 1      |          |       | 1        |        | 3                         | \$186,145,164 |
| 37   | SW19001 - Carlisle HOA Culvert Project                      | Stormwater         | 3             | \$535,000    |                    |                             |         |           |        |        | 1        | 1     |          | 1      | 3                         | \$186,680,164 |
| 38   | FD19005 - Safe Rooms for Fire Station 1-6                   | Emergency Services | 2             | \$120,000    |                    |                             | 1       |           |        |        | 1        |       | 1        |        | 3                         | \$186,800,164 |
| 39   | FD19007 - Outdoor Warning Sirens                            | Emergency Services | 2             | \$70,000     |                    |                             | 1       |           | 1      |        |          |       | 1        |        | 3                         | \$186,870,164 |
| 40   | ST16032 - West Main St (Natchez St. to Downs Blvd)          | Transportation     | 2             | \$15,211,000 |                    |                             | 1       | 1         |        | 1      |          |       |          |        | 3                         | \$202,081,164 |
| 41   | FD19008 - Fire Station 4 (Kitchen Remodel)                  | Emergency Services | 1             | \$60,000     |                    |                             | 1       |           | 1      |        | 1        |       |          |        | 3                         | \$202,141,164 |
| 42   | PK19008 - Cleburne Street Realignment                       | Parks & Recreation | 1             | \$2,220,000  |                    | 1                           | 1       |           |        | 1      |          |       |          |        | 3                         | \$204,361,164 |
| 43   | PK19015 - Winstead Hill Park                                | Parks & Recreation | 1             | \$1,050,000  |                    | 1                           | 1       |           |        |        |          |       |          | 1      | 3                         | \$205,411,164 |
| 44   | PK16011 - Greenway (Aspen Grove to Mack Hatcher)            | Parks & Recreation | 4             | \$1,555,000  | 1                  |                             |         |           | 1      |        |          |       |          | 1      | 2                         | \$206,966,164 |
| 45   | ST16001 - Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)      | Transportation     | 3             | \$7,121,220  | 1                  | 1                           |         |           |        |        |          | 1     |          |        | 2                         | \$214,087,384 |
| 46   | ST16024 - Mack Hatcher Multiuse Trail (Franklin-Hillsboro)  | Transportation     | 3             | \$3,600,000  | 1                  |                             |         |           |        |        | 1        |       | 1        |        | 2                         | \$217,687,384 |
| 47   | FD19001 - Fire Station 9 (East Side of Franklin)            | Emergency Services | 4             | \$6,500,000  |                    |                             |         | 1         |        |        | 1        |       |          |        | 2                         | \$224,187,384 |
| 48   | FD19003 - Fire Station 3 Upgrades                           | Emergency Services | 2             | \$5,762,500  |                    |                             |         |           |        |        | 1        |       | 1        |        | 2                         | \$229,949,884 |

| RANK | PROJECT                                                      | CATEGORY           | STAFF RANKING | EST. COST    | CITY ADMINISTRATOR | BOARD OF MAYOR AND ALDERMEN |         |           |        |        |          |       |          |        | TOTAL<br><small>(Max = 9)</small> | RUNNING TOTAL |
|------|--------------------------------------------------------------|--------------------|---------------|--------------|--------------------|-----------------------------|---------|-----------|--------|--------|----------|-------|----------|--------|-----------------------------------|---------------|
|      |                                                              |                    |               |              |                    | BARNHILL                    | BLANTON | BRANSFORD | BURGER | MARTIN | MCLENDON | MOORE | PETERSEN | SPEEDY |                                   |               |
| 49   | PK19009 - Harlinsdale Farm Pond Renovation                   | Parks & Recreation | 2             | \$765,000    |                    |                             | 1       |           | 1      |        |          |       |          |        | 2                                 | \$230,714,884 |
| 50   | PK19011 - Harlinsdale North Entrance Turn Lane               | Parks & Recreation | 2             | \$2,176,200  |                    |                             |         |           | 1      | 1      |          |       |          |        | 2                                 | \$232,891,084 |
| 51   | ST16025 - Oxford Glen Dr Multiuse Trail (Day Lily - McEwen)  | Transportation     | 2             | \$2,079,450  |                    |                             |         |           | 1      |        |          |       | 1        |        | 2                                 | \$234,970,534 |
| 52   | FD19004 - New Fire Traning Center                            | Emergency Services | 1             | \$3,750,000  |                    |                             | 1       |           |        |        | 1        |       |          |        | 2                                 | \$238,720,534 |
| 53   | PK16006 - Worker House I & II (Harlinsdale)                  | Parks & Recreation | 1             | \$474,870    |                    |                             | 1       | 1         |        |        |          |       |          |        | 2                                 | \$239,195,404 |
| 54   | PK16019 - Harlinsdale Farm Interurban Trail Connection       | Parks & Recreation | 1             | \$1,960,000  |                    |                             | 1       | 1         |        |        |          |       |          |        | 2                                 | \$241,155,404 |
| 55   | SW16004 - Figuers Drive Area Drainage Improvements           | Stormwater         | 1             | \$1,846,000  |                    |                             | 1       | 1         |        |        |          |       |          |        | 2                                 | \$243,001,404 |
| 56   | ST16004 - Carothers Pkwy Extension                           | Transportation     | 1             | \$7,664,000  |                    | 1                           | 1       |           |        |        |          |       |          |        | 2                                 | \$250,665,404 |
| 57   | ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike) | Transportation     | 1             | \$12,726,000 |                    |                             |         | 1         |        |        | 1        |       |          |        | 2                                 | \$263,391,404 |
| 58   | ST16027 - Boyd Mill Ave (Downs Blvd - SR96W)                 | Transportation     | 1             | \$5,083,306  |                    |                             | 1       |           |        | 1      |          |       |          |        | 2                                 | \$268,474,710 |
| 59   | FD19006 - Safety Education Village                           | Emergency Services | 4             | \$2,750,000  |                    |                             |         |           |        |        |          |       | 1        |        | 1                                 | \$271,224,710 |
| 60   | PK16005 - Harlinsdale Visitor Center & Museum                | Parks & Recreation | 3             | \$3,517,870  |                    |                             |         | 1         |        |        |          |       |          |        | 1                                 | \$274,742,580 |
| 61   | PK19012 - Old Liberty Neighborhood Park                      | Parks & Recreation | 3             | \$150,240    |                    |                             |         |           |        |        |          |       | 1        |        | 1                                 | \$274,892,820 |
| 62   | ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)            | Transportation     | 3             | \$14,623,800 |                    |                             |         |           |        |        | 1        |       |          |        | 1                                 | \$289,516,620 |
| 63   | PK19005 - Greenway (Aspen Grove to Mallory Station Rd)       | Parks & Recreation | 2             | \$2,300,000  |                    |                             |         |           |        |        |          |       |          | 1      | 1                                 | \$291,816,620 |
| 64   | ST16005 - Peytonsville Rd & Pratt Ln Int. Improvements       | Transportation     | 2             | \$10,972,866 |                    |                             |         |           |        |        |          |       | 1        |        | 1                                 | \$302,789,486 |
| 65   | ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements     | Transportation     | 2             | \$3,274,000  |                    |                             |         |           | 1      |        |          |       |          |        | 1                                 | \$306,063,486 |
| 66   | FD19002 - Fire Station 10 (Southwest Side of Franklin)       | Emergency Services | 1             | \$7,025,000  |                    |                             |         |           |        |        | 1        |       |          |        | 1                                 | \$313,088,486 |
| 67   | PK16003 - Maintenance Building Restoration (Harlinsdale)     | Parks & Recreation | 1             | \$1,175,000  |                    |                             |         |           |        |        | 1        |       |          |        | 1                                 | \$314,263,486 |
| 68   | PK16017 - Greenway (Ascot Ln to I-65)                        | Parks & Recreation | 1             | \$1,987,500  |                    |                             |         |           |        |        |          |       |          | 1      | 1                                 | \$316,250,986 |
| 69   | SW19002 - Fairground Drainage Improvements                   | Stormwater         | 1             | \$1,600,000  |                    |                             |         |           |        |        | 1        |       |          |        | 1                                 | \$317,850,986 |
| 70   | ST16021 - Lewisburg Ave Multiuse Trail (Mack Hatcher- EFBP)  | Transportation     | 1             | \$6,094,600  |                    |                             |         |           |        | 1      |          |       |          |        | 1                                 | \$323,945,586 |
| 71   | ST19002 - Lewisburg Pike Trail (Carriage Park- Collins Farm) | Transportation     | 1             | \$3,500,000  |                    |                             |         |           |        |        |          |       |          | 1      | 1                                 | \$327,445,586 |
| 72   | PK16004 - North Barn Restoration (Harlinsdale)               | Parks & Recreation | 3             | \$575,000    |                    |                             |         |           |        |        |          |       |          |        | 0                                 | \$328,020,586 |
| 73   | ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)               | Transportation     | 3             | \$20,716,000 |                    |                             |         |           |        |        |          |       |          |        | 0                                 | \$348,736,586 |
| 74   | PK19006 - Greenway (Harlinsdale Manor to Harlinsdale Farm)   | Parks & Recreation | 2             | \$730,000    |                    |                             |         |           |        |        |          |       |          |        | 0                                 | \$349,466,586 |
| 75   | PK19013 - Harlinsdale Irrigation & Landscaping Project       | Parks & Recreation | 1             | \$283,270    |                    |                             |         |           |        |        |          |       |          |        | 0                                 | \$349,749,856 |
| 76   | SW16002 - Parkview Drainage Project                          | Stormwater         | 1             | \$2,250,000  |                    |                             |         |           |        |        |          |       |          |        | 0                                 | \$351,999,856 |
| 77   | ST16003 - Goose Creek Bypass Extension                       | Transportation     | 1             | \$22,207,500 |                    |                             |         |           |        |        |          |       |          |        | 0                                 | \$374,207,356 |
| 78   | ST16010 - Beta Dr. Extension                                 | Transportation     | 1             | \$4,700,000  |                    |                             |         |           |        |        |          |       |          |        | 0                                 | \$378,907,356 |

The following projects are not being included in the priority process due to prior approval by the Board via: Resolution, Road Impact Fee Offset Agreement, TDOT Agreement, and/or Annual Budgets.

| Project                                                                            | Category           | Staff Ranking | Cost         |
|------------------------------------------------------------------------------------|--------------------|---------------|--------------|
| FD16001 - Fire Station 7 (Goose Creek Area)                                        | Emergency Services | 5             | \$4,130,000  |
| FM19003 - Municipal Services Complex Improvements                                  | General Services   | 5             | \$3,255,000  |
| PK19003 - Jim Warren Park Tennis Courts                                            | Parks & Recreation | 4             | \$724,575    |
| SW16008 - Carnton Ln Bridge Replacement                                            | Stormwater         | 4             | \$300,000    |
| ST09001 - Mack Hatcher NW Extension                                                | Transportation     | 5             | \$1,250,000  |
| ST15002 - Columbia Ave (Mack Hatcher to Downs Blvd)                                | Transportation     | 5             | \$39,475,200 |
| ST16002 - Goose Creek Interchange Lighting                                         | Transportation     | 5             | \$870,000    |
| ST16007 - East McEwen Drive Improvements - Phase 4                                 | Transportation     | 5             | \$34,057,000 |
| ST16008 - East McEwen Dr. Right-Turn Bypass Lane                                   | Transportation     | 5             | \$2,100,000  |
| ST16009 - Franklin Road Improvements & Streetscape                                 | Transportation     | 5             | \$18,178,952 |
| ST16020 - SR96W Multiuse Trai (Vera Valley Dr - 5th Ave N)                         | Transportation     | 2             | \$5,293,900  |
| ST16037 - Sidewalk Gaps                                                            | Transportation     | 5             | \$1,250,000  |
| ST16038 - Major Street Resurfacing                                                 | Transportation     | 5             | \$5,400,000  |
| 1st Ave. N. and Bridge Street (1st Ave. N. - 2nd Ave. N.) (COF Contract 2014-0344) | Transportation     | N/A           | \$1,283,355  |
| Liberty Pike (Carothers Pkwy to East of Knoll Top Ln.) (COF Contract 2015-0418)    | Transportation     | N/A           | \$2,850,000  |
| Franklin Road and Mallory Station Road Right Turn Lane (COF 2016-0299)             | Transportation     | N/A           | \$517,910    |
| South Carothers Roadway (COF Contract 2017-0293)                                   | Transportation     | N/A           | \$1,458,793  |

The following projects have been excluded from the prioritization process until State or Federal funding is allocated.

| Project                                                 | Category       | Stars | Cost         |
|---------------------------------------------------------|----------------|-------|--------------|
| ST16016 - Lewisburg Pike (Donelson Crk Pkwy to SR- 397) | Transportation | 3     | \$17,444,000 |
| ST19003 - Mack Hatcher SE Widening                      | Transportation | 4     | \$50,041,101 |
| ST19005 - Mack Hatcher SW Extension                     | Transportation | 1     | \$67,000,000 |



**City of Franklin, Tennessee**  
**FY 2019-2028 Capital Investment Program**

**BOMA Priority Projects - Weighted Ranking for Top 25 Projects**

Below is the compilation of individual BOMA member responses to the City Administrator's request for CIP project priority rankings. The least number of projects selected by any BOMA member was 24. The #1 project in each BOMA member's list was awarded 20 points. The #2 project was awarded 19 points. This process continues through the #24 project in each list, which is awarded 2 point. All remaining contained in a BOMA member's individual list are assigned a value of 1. The **"TOTAL"** of points possible for any given project is 225 points (9 BOMA members X 25 Points for a #1 Vote). The number of BOMA member's voting for a project, or **"COUNT"**, was used as a tiebreaker for any tied **"TOTAL"** values.

| RANK | PROJECT                                                      | CATEGORY           | STAFF RANKING | EST. COST    | BOARD OF MAYOR AND ALDERMEN |         |           |        |        |          |       |          |        | TOTAL<br><i>(Max = 225)</i> | COUNT<br><i>(Max = 9)</i> | RUNNING TOTAL |
|------|--------------------------------------------------------------|--------------------|---------------|--------------|-----------------------------|---------|-----------|--------|--------|----------|-------|----------|--------|-----------------------------|---------------------------|---------------|
|      |                                                              |                    |               |              | BARNHILL                    | BLANTON | BRANSFORD | BURGER | MARTIN | MCLENDON | MOORE | PETERSEN | SPEEDY |                             |                           |               |
| 1    | ST16017 - Long Ln and Old Peytonsville Rd Connector          | Transportation     | 3             | \$22,048,800 | 25                          | 24      | 25        | 24     | 19     | 21       | 25    | 22       | 25     | 210                         | 9                         | \$22,048,800  |
| 2    | SW16003 - 100 Block Battle Avenue Drainage Improvements      | Stormwater         | 2             | \$1,850,000  | 14                          | 13      | 21        | 1      | 23     | 11       | 10    |          | 24     | 117                         | 8                         | \$23,898,800  |
| 3    | PK16013 - Greenway & Bridge (Harlinsdale to Chestnut Bend)   | Parks & Recreation | 4             | \$1,032,960  | 19                          | 20      |           |        | 13     |          | 19    | 14       | 21     | 106                         | 6                         | \$24,931,760  |
| 4    | ST19004 - McEwen Drive Interchange Modifications             | Transportation     | 4             | \$1,000,000  |                             |         |           | 25     |        | 5        | 24    | 23       | 22     | 99                          | 5                         | \$25,931,760  |
| 5    | PK16020 - Bicentennial Park                                  | Parks & Recreation | 4             | \$4,220,000  |                             | 25      | 2         | 15     | 21     | 1        | 9     | 5        | 19     | 97                          | 8                         | \$30,151,760  |
| 6    | ST16030 - Lewisburg Ave Sidewalk Improvements                | Transportation     | 4             | \$955,260    |                             |         | 3         | 9      | 22     |          | 13    | 24       | 23     | 94                          | 6                         | \$31,107,020  |
| 7    | FM16001 - New City Hall                                      | General Services   | 2             | \$24,100,000 |                             | 22      | 6         | 18     | 25     |          | 22    |          | 1      | 94                          | 6                         | \$55,207,020  |
| 8    | FM19001 - 5th Ave Parking Lot                                | General Services   | 4             | \$500,000    | 5                           | 21      | 18        | 6      | 20     |          | 14    |          | 6      | 90                          | 7                         | \$55,707,020  |
| 9    | ST16011 - Mallory/N Royal Oaks & Liberty Intersection Imp.   | Transportation     | 3             | \$8,189,235  | 6                           | 4       | 19        | 22     |        |          | 23    | 7        | 8      | 89                          | 7                         | \$63,896,255  |
| 10   | PK16009 - Liberty Park Improvements IV                       | Parks & Recreation | 3             | \$5,400,000  | 22                          | 9       |           | 20     |        | 23       |       | 13       |        | 87                          | 5                         | \$69,296,255  |
| 11   | ST16014 - Franklin Rd & Mallory Station Rd Int Improvements  | Transportation     | 4             | \$6,740,000  | 10                          | 12      | 22        | 5      | 16     |          | 3     | 1        | 12     | 81                          | 8                         | \$76,036,255  |
| 12   | ST16012 - E McEwen Dr. Ext. (Wilson Pike to City Limits)     | Transportation     | 2             | \$9,192,400  | 12                          |         | 24        | 3      |        | 10       | 2     | 21       |        | 72                          | 6                         | \$85,228,655  |
| 13   | ST16006 - Jordan Road (Aspen Grove Dr-Mallory Ln)            | Transportation     | 4             | \$4,598,480  | 13                          | 1       |           | 21     |        |          | 18    | 2        | 13     | 68                          | 6                         | \$89,827,135  |
| 14   | SW19003 - USACE - Home Raising Project                       | Stormwater         | 2             | \$1,400,000  |                             | 19      |           |        |        | 6        | 17    | 25       |        | 67                          | 4                         | \$91,227,135  |
| 15   | PK16008 - Jim Warren Park Renovations                        | Parks & Recreation | 3             | \$4,600,000  | 20                          |         | 8         |        | 4      | 24       |       | 10       |        | 66                          | 5                         | \$95,827,135  |
| 16   | ST16015 - Carothers Pkwy (Falcon Creek - SR96E)              | Transportation     | 3             | \$24,208,944 | 24                          |         |           |        |        |          | 21    | 1        | 20     | 66                          | 4                         | \$120,036,079 |
| 17   | SW16001 - Ralston Creek at Liberty Hills Stream Restoration  | Stormwater         | 2             | \$350,000    | 18                          | 1       |           | 13     | 18     |          |       |          | 15     | 65                          | 5                         | \$120,386,079 |
| 18   | PK16014B - Southeast Municipal Complex Phases II & III       | Parks & Recreation | 4             | \$11,200,000 | 23                          | 8       | 13        |        | 1      |          |       | 20       |        | 65                          | 5                         | \$131,586,079 |
| 19   | PK16002 - Main Barn Restoration (Harlinsdale)                | Parks & Recreation | 4             | \$1,719,070  |                             | 23      |           | 8      | 17     |          | 15    |          |        | 63                          | 4                         | \$133,305,149 |
| 20   | PK19001 - FSSD (Freedom Middle/Poplar Grove)                 | Parks & Recreation | 2             | \$2,087,500  |                             | 6       |           |        | 1      | 25       | 8     | 11       | 10     | 61                          | 6                         | \$135,392,649 |
| 21   | PK19002 - FSSD (Freedom Intermediate/Johnson Elementary)     | Parks & Recreation | 2             | \$1,487,500  |                             | 5       | 12        |        |        | 22       |       | 12       | 9      | 60                          | 5                         | \$136,880,149 |
| 22   | PK16012 - Greenway (1st Ave North to Bicentennial)           | Parks & Recreation | 1             | \$1,997,800  |                             | 14      |           | 7      |        |          | 16    | 4        | 18     | 59                          | 5                         | \$138,877,949 |
| 23   | SW16007 - Maplewood Stormwater Project                       | Stormwater         | 4             | \$530,000    |                             | 11      |           | 1      |        |          | 6     | 15       | 17     | 50                          | 5                         | \$139,407,949 |
| 24   | SW16005 - Jordan Branch (Cool Springs E) Stream Restoration  | Stormwater         | 4             | \$760,000    | 17                          |         |           | 12     |        |          | 4     |          | 16     | 49                          | 4                         | \$140,167,949 |
| 25   | FM19002 - New Public Parking Structure or Surface Lot        | General Services   | 1             | \$8,100,000  |                             |         | 17        | 17     |        | 12       | 1     |          | 1      | 48                          | 5                         | \$148,267,949 |
| 26   | PK16016 - Lockwood Glen Park                                 | Parks & Recreation | 4             | \$5,530,000  | 2                           | 1       |           | 1      |        | 1        | 20    | 18       |        | 43                          | 6                         | \$153,797,949 |
| 27   | ST16022 - Carothers Pkwy (Long Ln - Falcon Creek Subd)       | Transportation     | 3             | \$12,030,800 | 8                           |         |           | 10     |        | 1        | 11    | 8        | 5      | 43                          | 6                         | \$165,828,749 |
| 28   | PK16001 - Hayes Home Restoration (Harlinsdale)               | Parks & Recreation | 4             | \$457,870    |                             | 16      | 15        | 1      | 9      | 2        |       |          |        | 43                          | 5                         | \$166,286,619 |
| 29   | SW19004 - West Main Bridge Widening Project                  | Stormwater         | 3             | \$455,000    | 7                           |         |           |        | 24     | 4        | 7     |          | 1      | 43                          | 5                         | \$166,741,619 |
| 30   | ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike) | Transportation     | 1             | \$12,726,000 |                             |         | 23        |        |        | 20       |       |          |        | 43                          | 2                         | \$179,467,619 |
| 31   | PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)  | Parks & Recreation | 2             | \$5,172,745  |                             |         | 7         | 4      | 2      | 17       |       |          | 11     | 41                          | 5                         | \$184,640,364 |
| 32   | FD19003 - Fire Station 3 Upgrades                            | Emergency Services | 2             | \$5,762,500  |                             |         |           |        |        | 19       |       | 17       |        | 36                          | 2                         | \$190,402,864 |
| 33   | FD19005 - Safe Rooms for Fire Station 1-6                    | Emergency Services | 2             | \$120,000    |                             | 1       |           |        |        | 18       |       | 16       |        | 35                          | 3                         | \$190,522,864 |
| 34   | ST16032 - West Main St (Natchez St. to Downs Blvd)           | Transportation     | 2             | \$15,211,000 |                             | 1       | 20        |        | 14     |          |       |          |        | 35                          | 3                         | \$205,733,864 |
| 35   | PK16018 - Eastern Flank Circle (Loop Road) Repair            | Parks & Recreation | 3             | \$160,000    |                             | 3       | 11        | 14     | 5      |          |       | 1        |        | 34                          | 5                         | \$205,893,864 |
| 36   | PK19010 - Thompson Alley Neighborhood Park                   | Parks & Recreation | 3             | \$222,000    |                             |         | 10        |        | 3      |          |       | 19       |        | 32                          | 3                         | \$206,115,864 |
| 37   | ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)   | Transportation     | 2             | \$2,876,400  | 11                          | 1       |           |        | 10     |          |       | 9        |        | 31                          | 4                         | \$208,992,264 |
| 38   | FD19004 - New Fire Traning Center                            | Emergency Services | 1             | \$3,750,000  |                             | 18      |           |        |        | 13       |       |          |        | 31                          | 2                         | \$212,742,264 |
| 39   | PK16006 - Worker House I & II (Harlinsdale)                  | Parks & Recreation | 1             | \$474,870    |                             | 15      | 14        |        |        |          |       |          |        | 29                          | 2                         | \$213,217,134 |
| 40   | PK16007 - North Pavilion & Restroom Facility (Harlinsdale)   | Parks & Recreation | 1             | \$296,000    | 3                           |         |           | 16     | 8      | 1        |       |          |        | 28                          | 4                         | \$213,513,134 |
| 41   | ST16001 - Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)       | Transportation     | 3             | \$7,121,220  | 16                          |         |           |        |        |          | 12    |          |        | 28                          | 2                         | \$220,634,354 |
| 42   | ST16004 - Carothers Pkwy Extension                           | Transportation     | 1             | \$7,664,000  | 21                          | 7       |           |        |        |          |       |          |        | 28                          | 2                         | \$228,298,354 |
| 43   | ST16018 - S. Margin St. Infrastructure Upgrades              | Transportation     | 4             | \$8,476,400  | 9                           |         |           |        | 11     |          |       |          | 7      | 27                          | 3                         | \$236,774,754 |
| 44   | ST19001 - Main St Sidewalk Repair Project                    | Transportation     | 4             | \$2,200,000  | 1                           | 1       |           | 19     |        |          |       | 3        | 1      | 25                          | 5                         | \$238,974,754 |
| 45   | ST16025 - Oxford Glen Dr Multiuse Trail (Day Lily - McEwen)  | Transportation     | 2             | \$2,079,450  |                             |         |           | 23     |        |          |       | 1        |        | 24                          | 2                         | \$241,054,204 |
| 46   | PK19008 - Cleburne Street Realignment                        | Parks & Recreation | 1             | \$2,220,000  | 15                          | 1       |           |        | 6      |          |       |          |        | 22                          | 3                         | \$243,274,204 |
| 47   | FD19007 - Outdoor Warning Sirens                             | Emergency Services | 2             | \$70,000     |                             | 17      |           | 1      |        |          |       | 1        |        | 19                          | 3                         | \$243,344,204 |
| 48   | FD19001 - Fire Station 9 (East Side of Franklin)             | Emergency Services | 4             | \$6,500,000  |                             |         | 5         |        |        | 14       |       |          |        | 19                          | 2                         | \$249,844,204 |

| RANK | PROJECT                                                      | CATEGORY           | STAFF RANKING | EST. COST    | BOARD OF MAYOR AND ALDERMEN |         |           |        |        |          |       |          |        | TOTAL<br><i>(Max = 225)</i> | COUNT<br><i>(Max = 9)</i> | RUNNING TOTAL |
|------|--------------------------------------------------------------|--------------------|---------------|--------------|-----------------------------|---------|-----------|--------|--------|----------|-------|----------|--------|-----------------------------|---------------------------|---------------|
|      |                                                              |                    |               |              | BARNHILL                    | BLANTON | BRANSFORD | BURGER | MARTIN | MCLENDON | MOORE | PETERSEN | SPEEDY |                             |                           |               |
| 49   | SW16004 - Figuers Drive Area Drainage Improvements           | Stormwater         | 1             | \$1,846,000  |                             | 10      | 9         |        |        |          |       |          |        | 19                          | 2                         | \$251,690,204 |
| 50   | ST16024 - Mack Hatcher Multiuse Trail (Franklin-Hillsboro)   | Transportation     | 3             | \$3,600,000  |                             |         |           |        |        | 15       |       | 1        |        | 16                          | 2                         | \$255,290,204 |
| 51   | PK16005 - Harlinsdale Visitor Center & Museum                | Parks & Recreation | 3             | \$3,517,870  |                             |         | 16        |        |        |          |       |          |        | 16                          | 1                         | \$258,808,074 |
| 52   | ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)            | Transportation     | 3             | \$14,623,800 |                             |         |           |        |        | 16       |       |          |        | 16                          | 1                         | \$273,431,874 |
| 53   | ST16021 - Lewisburg Ave Multiuse Trail (Mack Hatcher- EFBP)  | Transportation     | 1             | \$6,094,600  |                             |         |           |        | 15     |          |       |          |        | 15                          | 1                         | \$279,526,474 |
| 54   | SW19001 - Carlisle HOA Culvert Project                       | Stormwater         | 3             | \$535,000    |                             |         |           |        |        | 8        | 5     |          | 1      | 14                          | 3                         | \$280,061,474 |
| 55   | ST19002 - Lewisburg Pike Trail (Carriage Park- Collins Farm) | Transportation     | 1             | \$3,500,000  |                             |         |           |        |        |          |       |          | 14     | 14                          | 1                         | \$283,561,474 |
| 56   | ST16027 - Boyd Mill Ave (Downs Blvd - SR96W)                 | Transportation     | 1             | \$5,083,306  |                             | 1       |           |        | 12     |          |       |          |        | 13                          | 2                         | \$288,644,780 |
| 57   | ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements     | Transportation     | 2             | \$3,274,000  |                             |         |           | 11     |        |          |       |          |        | 11                          | 1                         | \$291,918,780 |
| 58   | FD19008 - Fire Station 4 (Kitchen Remodel)                   | Emergency Services | 1             | \$60,000     |                             | 1       |           | 1      |        | 7        |       |          |        | 9                           | 3                         | \$291,978,780 |
| 59   | FD19002 - Fire Station 10 (Southwest Side of Franklin)       | Emergency Services | 1             | \$7,025,000  |                             |         |           |        |        | 9        |       |          |        | 9                           | 1                         | \$299,003,780 |
| 60   | PK19011 - Harlinsdale North Entrance Turn Lane               | Parks & Recreation | 2             | \$2,176,200  |                             |         |           | 1      | 7      |          |       |          |        | 8                           | 2                         | \$301,179,980 |
| 61   | PK19015 - Winstead Hill Park                                 | Parks & Recreation | 1             | \$1,050,000  | 4                           | 1       |           |        |        |          |       |          | 1      | 6                           | 3                         | \$302,229,980 |
| 62   | PK16011 - Greenway (Aspen Grove to Mack Hatcher)             | Parks & Recreation | 4             | \$1,555,000  |                             |         |           | 2      |        |          |       |          | 4      | 6                           | 2                         | \$303,784,980 |
| 63   | PK19012 - Old Liberty Neighborhood Park                      | Parks & Recreation | 3             | \$150,240    |                             |         |           |        |        |          |       | 6        |        | 6                           | 1                         | \$303,935,220 |
| 64   | PK16019 - Harlinsdale Farm Interurban Trail Connection       | Parks & Recreation | 1             | \$1,960,000  |                             | 1       | 4         |        |        |          |       |          |        | 5                           | 2                         | \$305,895,220 |
| 65   | PK19009 - Harlinsdale Farm Pond Renovation                   | Parks & Recreation | 2             | \$765,000    |                             | 2       |           | 1      |        |          |       |          |        | 3                           | 2                         | \$306,660,220 |
| 66   | PK16017 - Greenway (Ascot Ln to I-65)                        | Parks & Recreation | 1             | \$1,987,500  |                             |         |           |        |        |          |       |          | 3      | 3                           | 1                         | \$308,647,720 |
| 67   | SW19002 - Fairground Drainage Improvements                   | Stormwater         | 1             | \$1,600,000  |                             |         |           |        |        | 3        |       |          |        | 3                           | 1                         | \$310,247,720 |
| 68   | PK19005 - Greenway (Aspen Grove to Mallory Station Rd)       | Parks & Recreation | 2             | \$2,300,000  |                             |         |           |        |        |          |       |          | 2      | 2                           | 1                         | \$312,547,720 |
| 69   | FD19006 - Safety Education Village                           | Emergency Services | 4             | \$2,750,000  |                             |         |           |        |        |          |       | 1        |        | 1                           | 1                         | \$315,297,720 |
| 70   | PK16003 - Maintenance Building Restoration (Harlinsdale)     | Parks & Recreation | 1             | \$1,175,000  |                             |         |           |        |        | 1        |       |          |        | 1                           | 1                         | \$316,472,720 |
| 71   | ST16005 - Peytonsville Rd & Pratt Ln Int. Improvements       | Transportation     | 2             | \$10,972,866 |                             |         |           |        |        |          |       | 1        |        | 1                           | 1                         | \$327,445,586 |
| 72   | PK16004 - North Barn Restoration (Harlinsdale)               | Parks & Recreation | 3             | \$575,000    |                             |         |           |        |        |          |       |          |        | 0                           | 0                         | \$328,020,586 |
| 73   | PK19006 - Greenway (Harlinsdale Manor to Harlinsdale Farm)   | Parks & Recreation | 2             | \$730,000    |                             |         |           |        |        |          |       |          |        | 0                           | 0                         | \$328,750,586 |
| 74   | PK19013 - Harlinsdale Irrigation & Landscaping Project       | Parks & Recreation | 1             | \$283,270    |                             |         |           |        |        |          |       |          |        | 0                           | 0                         | \$329,033,856 |
| 75   | ST16003 - Goose Creek Bypass Extension                       | Transportation     | 1             | \$22,207,500 |                             |         |           |        |        |          |       |          |        | 0                           | 0                         | \$351,241,356 |
| 76   | ST16010 - Beta Dr. Extension                                 | Transportation     | 1             | \$4,700,000  |                             |         |           |        |        |          |       |          |        | 0                           | 0                         | \$355,941,356 |
| 77   | ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)               | Transportation     | 3             | \$20,716,000 |                             |         |           |        |        |          |       |          |        | 0                           | 0                         | \$376,657,356 |
| 78   | SW16002 - Parkview Drainage Project                          | Stormwater         | 1             | \$2,250,000  |                             |         |           |        |        |          |       |          |        | 0                           | 0                         | \$378,907,356 |

The following projects are not being included in the priority process due to prior approval by the Board via: Resolution, Road Impact Fee Offset Agreement, TDOT Agreement, and/or Annual Budgets.

| Project                                                                            | Category           | Staff Ranking | Cost         |
|------------------------------------------------------------------------------------|--------------------|---------------|--------------|
| FD16001 - Fire Station 7 (Goose Creek Area)                                        | Emergency Services | 5             | \$4,130,000  |
| FM19003 - Municipal Services Complex Improvements                                  | General Services   | 5             | \$3,255,000  |
| PK19003 - Jim Warren Park Tennis Courts                                            | Parks & Recreation | 4             | \$724,575    |
| SW16008 - Carnton Ln Bridge Replacement                                            | Stormwater         | 4             | \$300,000    |
| ST09001 - Mack Hatcher NW Extension                                                | Transportation     | 5             | \$1,250,000  |
| ST15002 - Columbia Ave (Mack Hatcher to Downs Blvd)                                | Transportation     | 5             | \$39,475,200 |
| ST16002 - Goose Creek Interchange Lighting                                         | Transportation     | 5             | \$870,000    |
| ST16007 - East McEwen Drive Improvements - Phase 4                                 | Transportation     | 5             | \$34,057,000 |
| ST16008 - East McEwen Dr. Right-Turn Bypass Lane                                   | Transportation     | 5             | \$2,100,000  |
| ST16009 - Franklin Road Improvements & Streetscape                                 | Transportation     | 5             | \$18,178,952 |
| ST16020 - SR96W Multiuse Trai (Vera Valley Dr - 5th Ave N)                         | Transportation     | 2             | \$5,293,900  |
| ST16037 - Sidewalk Gaps                                                            | Transportation     | 5             | \$1,250,000  |
| ST16038 - Major Street Resurfacing                                                 | Transportation     | 5             | \$5,400,000  |
| 1st Ave. N. and Bridge Street (1st Ave. N. - 2nd Ave. N.) (COF Contract 2014-0344) | Transportation     | N/A           | \$1,283,355  |
| Liberty Pike (Carothers Pkwy to East of Knoll Top Ln.) (COF Contract 2015-0418)    | Transportation     | N/A           | \$2,850,000  |
| Franklin Road and Mallory Station Road Right Turn Lane (COF 2016-0299)             | Transportation     | N/A           | \$517,910    |
| South Carothers Roadway (COF Contract 2017-0293)                                   | Transportation     | N/A           | \$1,458,793  |

The following projects have been excluded from the prioritization process until State or Federal funding is allocated.

| Project                                                 | Category       | Stars | Cost         |
|---------------------------------------------------------|----------------|-------|--------------|
| ST16016 - Lewisburg Pike (Donelson Crk Pkwy to SR- 397) | Transportation | 3     | \$17,444,000 |
| ST19003 - Mack Hatcher SE Widening                      | Transportation | 4     | \$50,041,101 |
| ST19005 - Mack Hatcher SW Extension                     | Transportation | 1     | \$67,000,000 |



| FY 2019-2028 Capital Investment Program - Project Listing <i>(Excludes Water/Sewer Projects)</i> |                    |                       |                                 |                               |                                          |                                                                 |
|--------------------------------------------------------------------------------------------------|--------------------|-----------------------|---------------------------------|-------------------------------|------------------------------------------|-----------------------------------------------------------------|
| PROJECTS                                                                                         | CATEGORY           | STAFF<br>STAR RANKING | TOTAL ESTIMATED<br>PROJECT COST | WATER/SEWER<br>ELIGIBLE COSTS | OUTSIDE FUNDING<br>(i.e. Federal, State) | TOTAL EST. PROJECT COSTS<br>AFTER WATER/SEWER & OUTSIDE FUNDING |
| FM16001 - New City Hall                                                                          | General Services   | 2                     | \$24,100,000                    | \$0                           | \$0                                      | \$24,100,000                                                    |
| FM19001 - 5th Ave Parking Lot                                                                    | General Services   | 4                     | \$500,000                       | \$0                           | \$0                                      | \$500,000                                                       |
| FM19002 - New Public Parking Structure or Surface Lot                                            | General Services   | 1                     | \$8,100,000                     | \$0                           | \$0                                      | \$8,100,000                                                     |
| FD19001 - Fire Station 9 (East Side of Franklin)                                                 | Emergency Services | 4                     | \$6,500,000                     | \$0                           | \$0                                      | \$6,500,000                                                     |
| FD19002 - Fire Station 10 (Southwest Side of Franklin)                                           | Emergency Services | 1                     | \$7,025,000                     | \$0                           | \$0                                      | \$7,025,000                                                     |
| FD19003 - Fire Station 3 Upgrades                                                                | Emergency Services | 2                     | \$5,762,500                     | \$0                           | \$0                                      | \$5,762,500                                                     |
| FD19004 - New Fire Training Center                                                               | Emergency Services | 1                     | \$3,750,000                     | \$0                           | \$0                                      | \$3,750,000                                                     |
| FD19005 - Safe Rooms for Fire Station 1-6                                                        | Emergency Services | 2                     | \$120,000                       | \$0                           | \$0                                      | \$120,000                                                       |
| FD19006 - Safety Education Village                                                               | Emergency Services | 4                     | \$2,750,000                     | \$0                           | \$0                                      | \$2,750,000                                                     |
| FD19007 - Outdoor Warning Sirens                                                                 | Emergency Services | 2                     | \$70,000                        | \$0                           | \$0                                      | \$70,000                                                        |
| FD19008 - Fire Station 4 (Kitchen Remodel)                                                       | Emergency Services | 1                     | \$60,000                        | \$0                           | \$0                                      | \$60,000                                                        |
| PK16001 - Hayes Home Restoration (Harlinsdale)                                                   | Parks & Recreation | 4                     | \$482,870                       | \$0                           | \$25,000                                 | \$457,870                                                       |
| PK16002 - Main Barn Restoration (Harlinsdale)                                                    | Parks & Recreation | 4                     | \$1,719,070                     | \$0                           | \$0                                      | \$1,719,070                                                     |
| PK16003 - Maintenance Building Restoration (Harlinsdale)                                         | Parks & Recreation | 1                     | \$1,175,000                     | \$0                           | \$0                                      | \$1,175,000                                                     |
| PK16004 - North Barn Restoration (Harlinsdale)                                                   | Parks & Recreation | 3                     | \$575,000                       | \$0                           | \$0                                      | \$575,000                                                       |
| PK16005 - Harlinsdale Visitor Center & Museum                                                    | Parks & Recreation | 3                     | \$3,767,870                     | \$0                           | \$250,000                                | \$3,517,870                                                     |
| PK16006 - Worker House I & II (Harlinsdale)                                                      | Parks & Recreation | 1                     | \$474,870                       | \$0                           | \$0                                      | \$474,870                                                       |
| PK16007 - North Pavilion & Restroom Facility (Harlinsdale)                                       | Parks & Recreation | 1                     | \$346,000                       | \$0                           | \$50,000                                 | \$296,000                                                       |
| PK16008 - Jim Warren Park Renovations                                                            | Parks & Recreation | 3                     | \$4,600,000                     | \$0                           | \$0                                      | \$4,600,000                                                     |
| PK16009 - Liberty Park Improvements IV                                                           | Parks & Recreation | 3                     | \$5,400,000                     | \$0                           | \$0                                      | \$5,400,000                                                     |
| PK16011 - Greenway (Aspen Grove to Mack Hatcher)                                                 | Parks & Recreation | 4                     | \$1,555,000                     | \$0                           | \$0                                      | \$1,555,000                                                     |
| PK16012 - Greenway (1st Ave North to Bicentennial)                                               | Parks & Recreation | 1                     | \$1,997,800                     | \$0                           | \$0                                      | \$1,997,800                                                     |
| PK16013 - Greenway & Bridge (Harlinsdale to Chestnut Bend)                                       | Parks & Recreation | 4                     | \$3,032,960                     | \$0                           | \$2,000,000                              | \$1,032,960                                                     |
| PK16014B - Southeast Municipal Complex Phases II & III                                           | Parks & Recreation | 4                     | \$11,200,000                    | \$0                           | \$0                                      | \$11,200,000                                                    |
| PK16016 - Leckwood Glen Park                                                                     | Parks & Recreation | 4                     | \$5,530,000                     | \$0                           | \$0                                      | \$5,530,000                                                     |
| PK16017 - Greenway (Ascot Ln to I-65)                                                            | Parks & Recreation | 1                     | \$1,987,500                     | \$0                           | \$0                                      | \$1,987,500                                                     |
| PK16018 - Eastern Flank Circle (Loop Road) Repair                                                | Parks & Recreation | 3                     | \$160,000                       | \$0                           | \$0                                      | \$160,000                                                       |
| PK16019 - Harlinsdale Farm Interurban Trail Connection                                           | Parks & Recreation | 1                     | \$1,960,000                     | \$0                           | \$0                                      | \$1,960,000                                                     |
| PK16020 - Bicentennial Park                                                                      | Parks & Recreation | 4                     | \$4,220,000                     | \$0                           | \$0                                      | \$4,220,000                                                     |
| PK19001 - FSSD (Freedom Middle/Poplar Grove)                                                     | Parks & Recreation | 2                     | \$4,175,000                     | \$0                           | \$2,087,500                              | \$2,087,500                                                     |
| PK19002 - FSSD (Freedom Intermediate/Johnson Elementary)                                         | Parks & Recreation | 2                     | \$2,975,000                     | \$0                           | \$1,487,500                              | \$1,487,500                                                     |
| PK19005 - Greenway (Aspen Grove to Mallory Station Rd)                                           | Parks & Recreation | 2                     | \$2,400,000                     | \$0                           | \$100,000                                | \$2,300,000                                                     |
| PK19006 - Greenway (Harlinsdale Manor to Harlinsdale Farm)                                       | Parks & Recreation | 2                     | \$730,000                       | \$0                           | \$0                                      | \$730,000                                                       |
| PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)                                      | Parks & Recreation | 2                     | \$5,272,745                     | \$0                           | \$100,000                                | \$5,172,745                                                     |
| PK19008 - Cushman Street Realignment                                                             | Parks & Recreation | 1                     | \$2,270,000                     | \$50,000                      | \$0                                      | \$2,220,000                                                     |
| PK19009 - Harlinsdale Farm Pond Renovation                                                       | Parks & Recreation | 2                     | \$765,000                       | \$0                           | \$0                                      | \$765,000                                                       |
| PK19010 - Thompson Alley Neighborhood Park                                                       | Parks & Recreation | 3                     | \$222,000                       | \$0                           | \$0                                      | \$222,000                                                       |
| PK19011 - Harlinsdale North Entrance Turn Lane                                                   | Parks & Recreation | 2                     | \$2,176,200                     | \$0                           | \$0                                      | \$2,176,200                                                     |
| PK19012 - Old Liberty Neighborhood Park                                                          | Parks & Recreation | 3                     | \$150,240                       | \$0                           | \$0                                      | \$150,240                                                       |
| PK19013 - Harlinsdale Irrigation & Landscaping Project                                           | Parks & Recreation | 1                     | \$283,270                       | \$0                           | \$0                                      | \$283,270                                                       |
| PK19015 - Winstead Hill Park                                                                     | Parks & Recreation | 1                     | \$1,050,000                     | \$0                           | \$0                                      | \$1,050,000                                                     |



| PROJECTS                                                     | CATEGORY       | STAFF        | TOTAL ESTIMATED | WATER/SEWER    | OUTSIDE FUNDING       | TOTAL EST. PROJECT COSTS            |
|--------------------------------------------------------------|----------------|--------------|-----------------|----------------|-----------------------|-------------------------------------|
|                                                              |                | STAR RANKING | PROJECT COST    | ELIGIBLE COSTS | (I.e. Federal, State, | AFTER WATER/SEWER & OUTSIDE FUNDING |
| SW16001 - Ralston Creek at Liberty Hills Stream Restoration  | Stormwater     | 2            | \$350,000       | \$0            | \$0                   | \$350,000                           |
| SW16002 - Parkview Drainage Project                          | Stormwater     | 1            | \$2,250,000     | \$0            | \$0                   | \$2,250,000                         |
| SW16003 - 100 Block Battle Avenue Drainage Improvements      | Stormwater     | 2            | \$1,850,000     | \$0            | \$0                   | \$1,850,000                         |
| SW16004 - Figuers Drive Area Drainage Improvements           | Stormwater     | 1            | \$1,846,000     | \$0            | \$0                   | \$1,846,000                         |
| SW16005 - Jordan Branch (Cool Springs E) Stream Restoration  | Stormwater     | 4            | \$760,000       | \$0            | \$0                   | \$760,000                           |
| SW16007 - Maplewood Stormwater Project                       | Stormwater     | 4            | \$530,000       | \$0            | \$0                   | \$530,000                           |
| SW19001 - Carlisle HCA Culvert Project                       | Stormwater     | 3            | \$535,000       | \$0            | \$0                   | \$535,000                           |
| SW19002 - Fairground Drainage Improvements                   | Stormwater     | 1            | \$1,600,000     | \$0            | \$0                   | \$1,600,000                         |
| SW19003 - USACE - Home Raising Project                       | Stormwater     | 2            | \$4,000,000     | \$0            | \$2,600,000           | \$1,400,000                         |
| SW19004 - West Main Bridge Widening Project                  | Stormwater     | 3            | \$455,000       | \$0            | \$0                   | \$455,000                           |
| ST16001 - Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)       | Transportation | 3            | \$8,490,720     | \$1,369,500    | \$0                   | \$7,121,220                         |
| ST16003 - Goose Creek Bypass Extension                       | Transportation | 1            | \$22,245,000    | \$37,500       | \$0                   | \$22,207,500                        |
| ST16004 - Carothers Pkwy Extension                           | Transportation | 1            | \$7,664,000     | \$0            | \$0                   | \$7,664,000                         |
| ST16005 - Peytonsville Rd & Pratt Ln Int. Improvements       | Transportation | 2            | \$11,413,416    | \$440,550      | \$0                   | \$10,972,866                        |
| ST16006 - Jordan Road (Aspen Grove Dr-Mallory Ln)            | Transportation | 4            | \$4,670,480     | \$72,000       | \$0                   | \$4,598,480                         |
| ST16010 - Beta Dr. Extension                                 | Transportation | 1            | \$4,955,000     | \$255,000      | \$0                   | \$4,700,000                         |
| ST16011 - Mallory/N Royal Oaks & Liberty Intersection Imp.   | Transportation | 3            | \$8,564,235     | \$375,000      | \$0                   | \$8,189,235                         |
| ST16012 - E McEwen Dr. Ext. (Wilson Pike to City Limits)     | Transportation | 2            | \$18,384,800    | \$0            | \$9,192,400           | \$9,192,400                         |
| ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements     | Transportation | 2            | \$3,274,000     | \$0            | \$0                   | \$3,274,000                         |
| ST16014 - Franklin Rd & Mallory Station Rd Int Improvements  | Transportation | 4            | \$6,740,000     | \$0            | \$0                   | \$6,740,000                         |
| ST16015 - Carothers Pkwy (Falcon Creek - SR96E)              | Transportation | 3            | \$26,290,984    | \$2,082,040    | \$0                   | \$24,208,944                        |
| ST16017 - Long Ln and Old Peytonsville Rd Connector          | Transportation | 3            | \$22,288,800    | \$240,000      | \$0                   | \$22,048,800                        |
| ST16018 - S. Margin St. Infrastructure Upgrades              | Transportation | 4            | \$9,358,400     | \$882,000      | \$0                   | \$8,476,400                         |
| ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike) | Transportation | 1            | \$13,356,000    | \$630,000      | \$0                   | \$12,726,000                        |
| ST16021 - Lewisburg Ave Multiuse Trail (Mack Hatcher- EFBP)  | Transportation | 1            | \$6,439,600     | \$345,000      | \$0                   | \$6,094,600                         |
| ST16022 - Carothers Pkwy (Long Ln - Falcon Creek Subd)       | Transportation | 3            | \$12,030,800    | \$0            | \$0                   | \$12,030,800                        |
| ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)   | Transportation | 2            | \$3,206,400     | \$330,000      | \$0                   | \$2,876,400                         |
| ST16024 - Mack Hatcher Multiuse Trail (Franklin-Hillsboro)   | Transportation | 3            | \$3,600,000     | \$0            | \$0                   | \$3,600,000                         |
| ST16025 - Oxford Glen Dr Multiuse Trail (Day Lily - McEwen)  | Transportation | 2            | \$2,079,450     | \$0            | \$0                   | \$2,079,450                         |
| ST16027 - Boyd Mill Ave (Downs Blvd - SR96W)                 | Transportation | 1            | \$6,053,356     | \$970,050      | \$0                   | \$5,083,306                         |
| ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)               | Transportation | 3            | \$20,896,000    | \$180,000      | \$0                   | \$20,716,000                        |
| ST16030 - Lewisburg Ave Sidewalk Improvements                | Transportation | 4            | \$1,162,260     | \$207,000      | \$0                   | \$955,260                           |
| ST16032 - West Main St (Natchez St. to Downs Blvd)           | Transportation | 2            | \$18,766,000    | \$3,555,000    | \$0                   | \$15,211,000                        |
| ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)            | Transportation | 3            | \$15,742,800    | \$1,119,000    | \$0                   | \$14,623,800                        |
| ST19001 - Main St Sidewalk Repair Project                    | Transportation | 4            | \$2,200,000     | \$0            | \$0                   | \$2,200,000                         |
| ST19002 - Lewisburg Pike Trail (Carriage Park- Collins Farm) | Transportation | 1            | \$3,500,000     | \$0            | \$0                   | \$3,500,000                         |
| ST19004 - McEwen Drive Interchange Modifications             | Transportation | 4            | \$1,000,000     | \$0            | \$0                   | \$1,000,000                         |





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CITY OF FRANKLIN, TENNESSEE

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# Jordan Branch Stream

## Stream Restoration Project

BOMA Work Session | January 28, 2020



# Background



## PROJECT LOCATION

COOL SPRINGS EAST SUBDIVISION

123.4 AC – TOTAL DRAINAGE AREA

41.9% OF THE DRAINAGE AREA IS  
WITHIN THE HOA AND 58.1% OF THE  
DRAINAGE AREA IS OFFSITE.





# Background

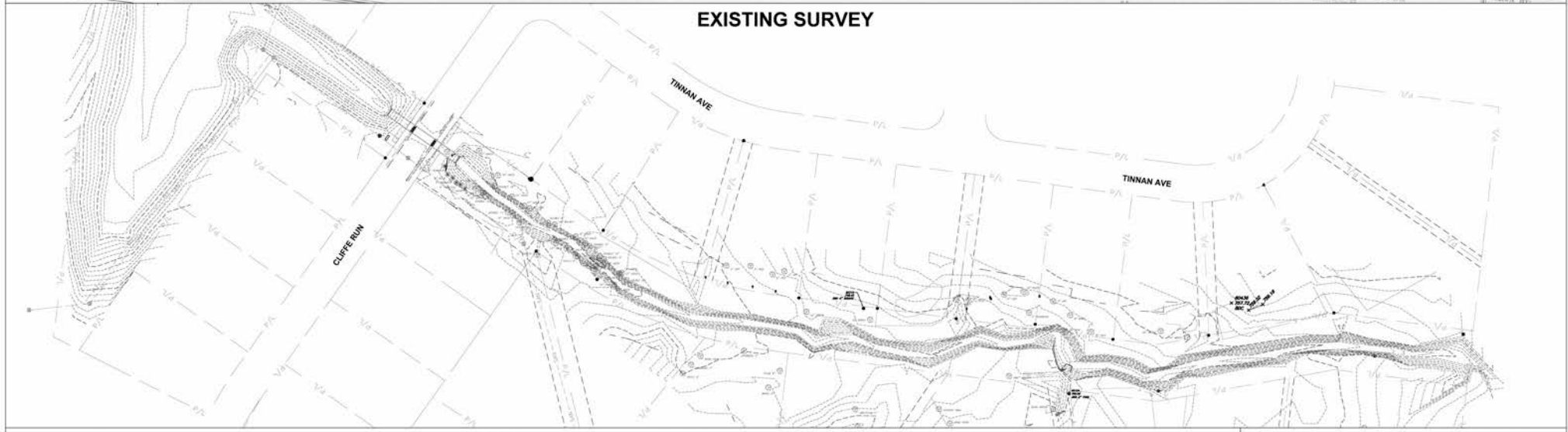
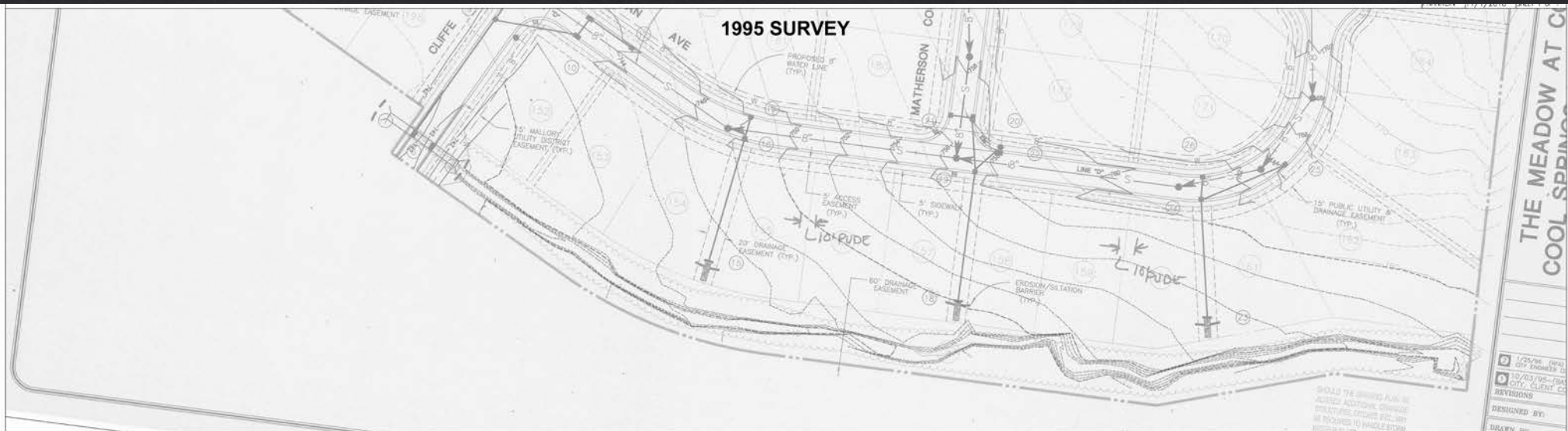








# Background





# Background

- ◇ **January 10, 2014** – BOMA approved a PSA to initiate a feasibility study.
- ◇ **December 16, 2014** - Feasibility study & recommendations completed.
- ◇ **May 26, 2015** – BOMA approved a PSA for the design of the project.
- ◇ **July 25, 2016** – 1<sup>st</sup> public meeting held with HOA
- ◇ **Fall 2016** – Property owner questionnaire was sent to residents to obtain feedback on the project.
- ◇ **January 10, 2017** – Additional survey contract was approved by the Board.
- ◇ **March 16, 2017** – 2<sup>nd</sup> public meeting held with the HOA.
- ◇ **June 2018** – First bid notice issued. No bids received by City staff.
- ◇ **July 2018** – Second bid notice issued. No bids received by City staff.
- ◇ **February 2019** – Third bid notice issued. No bids received by City staff.
- ◇ **May 14, 2019** – Staff met with HOA to discuss bid problems.
- ◇ **July 1, 2019** – The new stormwater budget was approved, and capital funding associated with stormwater projects was moved into the CIP and BOMA's prioritization process.
- ◇ **August 13, 2019** - BOMA's FY2019-2028 CIP and Jordan Branch Stream Bank was not included.
- ◇ **October 17, 2019** – Staff reviewed the HOA's tree removal quote of \$547,875.



# Project Options Moving Forward

- ◆ Option 1: HOA waits on the City of Franklin to prioritize this project at an estimated cost of \$1,300,000 and try to re-bid the project a 4<sup>th</sup> time.
- ◆ Option 2: HOA funds the project at an estimated cost of \$1,300,000.
- ◆ Option 3: HOA removes the trees (\$547,875) and the City restores the ditch/stream bank (~\$650,000). This would require an agreement and BOMA Funding.
- ◆ Option 4: HOA removes the trees and the City reimburses the HOA (\$547,875). The City then restores the ditch/stream bank. This would require an agreement and BOMA Funding (~\$1,300,000).
- ◆ Option 5: HOA continues to remove trees that are problematic and the ditch/stream bank continues to deteriorate.





# CHANGE ORDER NO. 2 Final

Owner: City of Franklin, TN Date Issued: 12/9/2019  
 Engineer: David Hodnett  
 Contractor: Tennessee Valley Paving, Inc.  
 Project Name: Jim Warren City Park Tennis Court Reconstruction  
 Owners Contract No.: COF 2018-0252  
 Effective Date of Change Order: 12/9/2019

The Contract is modified as follows upon execution of this Change Order:

Description:

This Final Change Order No. 2 will reconcile quantities for all items in the contract.

Attachments:

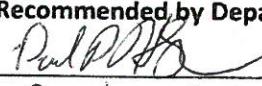
Change Order 2 Final Quantity Worksheet

| Change in Contract Price                                        |  | Change in Contract Times<br>[State Contract Times as number of days]   |  |
|-----------------------------------------------------------------|--|------------------------------------------------------------------------|--|
| Original Contract Price:                                        |  | Original Contract Times: 120 days                                      |  |
| \$ 779,321.00                                                   |  | Substantial Completion: August 20, 2019                                |  |
|                                                                 |  | Ready for final payment: September 19, 2019                            |  |
| Increase from previously approved Change Orders No. 1 to No. 2: |  | Increase from previously approved Change Orders No.1 to No. 2: 19 days |  |
| \$ 221,095.20                                                   |  | Substantial Completion: September 8, 2019                              |  |
|                                                                 |  | Ready for final payment: October 8, 2019                               |  |
| Contract Price prior to this Change Order:                      |  | Contract Times prior to this Change Order: 139 days                    |  |
| \$ 1,000,416.20                                                 |  | Substantial Completion: September 8, 2019                              |  |
|                                                                 |  | Ready for final payment: October 8, 2019                               |  |
| Increase this Change Order:                                     |  | Increase this Change Order: 23 days                                    |  |
| \$ 19,449.15                                                    |  | Substantial Completion: October 1, 2019                                |  |
|                                                                 |  | Ready for final payment: October 31, 2019                              |  |
| Contract Price incorporating this Change Order:                 |  | Contract Times with all approved Change Orders: 162 days               |  |
| \$ 1,019,865.35                                                 |  | Substantial Completion: October 1, 2019                                |  |
|                                                                 |  | Ready for final payment: October 31, 2019                              |  |

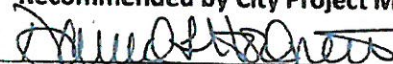
Recommended by Contractor

By:   
 Title: VP.  
 Date: 12-9-2019

Recommended by Department Director

By:   
 Title: Director of Engineering  
 Date: 12-9-19

Recommended by City Project Manager

By:   
 Title: Project Engineer  
 Date: 12/9/19

Authorized by Owner

By: \_\_\_\_\_  
 Title: Mayor, City of Franklin, TN  
 Date: \_\_\_\_\_

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 1 of 1



## COF 2018-0252 JIM WARREN CITY PARK TENNIS COURT REPAIRS

| ITEM #    | DESCRIPTION                                                                                                                | UNIT | QTY'S | Tennessee Valley Paving |              | FINAL QUANTITIES |              | \$<br>Over/(Under) |
|-----------|----------------------------------------------------------------------------------------------------------------------------|------|-------|-------------------------|--------------|------------------|--------------|--------------------|
|           |                                                                                                                            |      |       | UNIT PRICE              | TOTAL        | QTY'S            | TOTAL        |                    |
| 105-01    | CONSTRUCTION STAKES, LINES AND GRADE                                                                                       | L.S. | 1     | \$ 3,000.00             | \$ 3,000.00  | 1                | \$3,000.00   | \$0.00             |
| 201-01    | CLEARING AND GRUBBING                                                                                                      | L.S. | 1     | \$ 5,000.00             | \$ 5,000.00  | 1                | \$5,000.00   | \$0.00             |
| 202-02    | REMOVAL OF STRUCTURES AND OBSTRUCTIONS                                                                                     | L.S. | 1     | \$ 8,000.00             | \$ 8,000.00  | 1                | \$8,000.00   | \$0.00             |
| 202-02.01 | REMOVAL OF PIPE (12" CMP)                                                                                                  | L.F. | 30    | \$ 100.00               | \$ 3,000.00  | 30               | \$3,000.00   | \$0.00             |
| 202-03.01 | REMOVAL OF ASPHALT PAVEMENT (COURT DEMO)                                                                                   | S.Y. | 5800  | \$ 10.00                | \$ 58,000.00 | 5800             | \$58,000.00  | \$0.00             |
| 202-03.04 | REMOVE SIDEWALK ( CONCRETE )                                                                                               | S.F. | 84    | \$ 50.00                | \$ 4,200.00  | 84               | \$4,200.00   | \$0.00             |
| 203-01    | ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)                                                                                | C.Y. | 2250  | \$ 8.00                 | \$ 18,000.00 | 2250             | \$18,000.00  | \$0.00             |
| 203-07    | FURNISHING AND SPREADING TOPSOIL ( 6")                                                                                     | C.Y. | 740   | \$ 25.00                | \$ 18,500.00 | 740              | \$18,500.00  | \$0.00             |
| 209-03.21 | FILTER SOCK (12 INCH)                                                                                                      | L.F. | 300   | \$ 15.00                | \$ 4,500.00  | 340              | \$5,100.00   | \$600.00           |
| 209-04.33 | CATCH BASIN PROTECTION (TYPE D)                                                                                            | EACH | 4     | \$ 100.00               | \$ 400.00    | 4                | \$400.00     | \$0.00             |
| 303-01    | MINERAL AGGREGATE, TYPE A BASE, GRADING D                                                                                  | TON  | 2679  | \$ 25.00                | \$ 66,975.00 | 3033.51          | \$75,837.75  | \$8,862.75         |
| 307-01.08 | ASPHALT CONCRETE MIX (PG64-22) (BPM-B-HM) GRADING B-M2                                                                     | TON  | 696   | \$ 110.00               | \$ 76,560.00 | 832.5            | \$91,575.00  | \$15,015.00        |
| 402-01    | BITUMINOUS MATERIAL FOR PRIME COAT (PC) TO INCLUDE COVER MATERIAL                                                          | TON  | 8     | \$ 2,000.00             | \$ 16,000.00 | 0                | \$0.00       | (\$16,000.00)      |
| 403-02.01 | TACK COAT (TRACKLESS TACK)                                                                                                 | TON  | 1.30  | \$ 2,000.00             | \$ 2,600.00  | 0                | \$0.00       | (\$2,600.00)       |
| 407-20.05 | SAW CUTTING ASPHALT PAVEMENT                                                                                               | L.F. | 200   | \$ 5.00                 | \$ 1,000.00  | 720              | \$3,600.00   | \$2,600.00         |
| 411-01.11 | ACS MIX (PG64-22) GRADING E ROADWAY                                                                                        | TON  | 495   | \$ 140.00               | \$ 69,300.00 | 839.71           | \$117,559.40 | \$48,259.40        |
| 502-02.01 | 4" CORE HOLE                                                                                                               | EACH | 1     | \$ 50.00                | \$ 50.00     | 1                | \$50.00      | \$0.00             |
| 502-02.02 | 18" CORE HOLE                                                                                                              | EACH | 1     | \$ 150.00               | \$ 150.00    | 1                | \$150.00     | \$0.00             |
| 607-03.02 | 18" CONCRETE PIPE CULVERT (CLASS III)                                                                                      | L.F. | 322   | \$ 100.00               | \$ 32,200.00 | 322              | \$32,200.00  | \$0.00             |
| 611-01.02 | MANHOLES, > 4' - 8' DEPTH                                                                                                  | EACH | 1     | \$ 5,000.00             | \$ 5,000.00  | 1                | \$5,000.00   | \$0.00             |
| 611-01.23 | ADJUSTMENT OF WATER VALVE                                                                                                  | EACH | 2     | \$ 1,000.00             | \$ 2,000.00  | 2                | \$2,000.00   | \$0.00             |
| 611-07.31 | 18 IN ENDWALL (SIDE DRAIN)                                                                                                 | EACH | 1     | \$ 5,000.00             | \$ 5,000.00  | 1                | \$5,000.00   | \$0.00             |
| 611-42.02 | CATCH BASINS, TYPE 42, 0' - 4' DEPTH                                                                                       | EACH | 3     | \$ 2,000.00             | \$ 6,000.00  | 3                | \$6,000.00   | \$0.00             |
| 701-01.01 | 4" CONCRETE SIDEWALK AND COURT ACCESS PADS                                                                                 | S.F. | 740   | \$ 10.00                | \$ 7,400.00  | 740              | \$7,400.00   | \$0.00             |
| 701-02.03 | CONCRETE CURB RAMP                                                                                                         | S.F. | 90    | \$ 71.00                | \$ 6,390.00  | 90               | \$6,390.00   | \$0.00             |
| 702-01.02 | CONCRETE CURB (POURED CONCRETE EDGING)                                                                                     | L.F. | 1080  | \$ 55.00                | \$ 59,400.00 | 1080             | \$59,400.00  | \$0.00             |
| 704-01.01 | CONSTRUCTION EXIT                                                                                                          | L.S. | 1     | \$ 5,000.00             | \$ 5,000.00  | 1                | \$5,000.00   | \$0.00             |
| 707-15.51 | MOBILIZATION                                                                                                               | L.S. | 1     | \$ 15,000.00            | \$ 15,000.00 | 1                | \$15,000.00  | \$0.00             |
| 707-02.03 | GATE- CHAIN LINK FENCE-4' WIDE, BLACK VINYL COATED (PLAYER ENTRY GATE- TO INCLUDE LATCH MECHANISM AND HEADER)              | EACH | 7     | \$ 1,185.00             | \$ 8,295.00  | 7                | \$8,295.00   | \$0.00             |
| 707-02.15 | GATE- CHAIN LINK FENCE-BLACK VINYL COATED (10' WIDE DOUBLE HUNG MAINTENANCE GATE WITH DROP ROD)                            | EACH | 2     | \$ 2,300.00             | \$ 4,600.00  | 2                | \$4,600.00   | \$0.00             |
| 707-06.05 | REMOVAL OF FENCE (TO INCLUDE POSTS, RAILS, GATES, FABRIC, AND CONCRETE FOUNDATIONS )                                       | LS   | 1     | \$ 6,000.00             | \$ 6,000.00  | 1                | \$6,000.00   | \$0.00             |
| 707-08.01 | FENCE (10' HIGH VINYL COATED TO INCLUDE ALL FABRIC, HARDWARE, BRACING, FENCE POSTS, CONCRETE FOUNDATIONS )                 | L.F. | 1050  | \$ 49.00                | \$ 51,450.00 | 1050             | \$51,450.00  | \$0.00             |
| 707-08.11 | HIGH-VISIBILITY CONSTRUCTION FENCE                                                                                         | L.F. | 1350  | \$ 5.00                 | \$ 6,750.00  | 1350             | \$6,750.00   | \$0.00             |
| 709-05.06 | MACHINED RIP-RAP (CLASS A-1)                                                                                               | TON  | 5     | \$ 200.00               | \$ 1,000.00  | 6.56             | \$1,312.00   | \$312.00           |
| 710-04    | FILTER CLOTH UNDERDRAIN (WITH PIPE)                                                                                        | L.F. | 188   | \$ 7.00                 | \$ 1,316.00  | 7                | \$1,316.00   | \$0.00             |
| 712-05.01 | WARNING LIGHT ( TYPE A )                                                                                                   | EACH | 12    | \$ 100.00               | \$ 1,200.00  | 12               | \$1,200.00   | \$0.00             |
| 712-06    | TEMPORARY SIGNS (CONSTRUCTION W/POST AS REQUIRED)                                                                          | S.F. | 108   | \$ 15.00                | \$ 1,620.00  | 108              | \$1,620.00   | \$0.00             |
| 712-07.03 | TEMPORARY BARRICADES ( TYPE III )                                                                                          | L.F. | 96    | \$ 150.00               | \$ 14,400.00 | 96               | \$14,400.00  | \$0.00             |
| 730-03.28 | ADJUST PULL BOX (ELECTRICAL)                                                                                               | EACH | 2     | \$ 250.00               | \$ 500.00    | 2                | \$500.00     | \$0.00             |
| 740-10.03 | GEOTEXTILE (TYPE III/EROSION CONTROL)                                                                                      | S.Y. | 10    | \$ 30.00                | \$ 300.00    | 10               | \$300.00     | \$0.00             |
| 793-13.07 | 4IN SCHEDULE 40 PVC                                                                                                        | L.F. | 25    | \$ 100.00               | \$ 2,500.00  | 0                | \$0.00       | (\$2,500.00)       |
| 797-08.07 | 4IN CLEAN OUT ASSEMBLY                                                                                                     | EACH | 2     | \$ 100.00               | \$ 200.00    | 2                | \$200.00     | \$0.00             |
| 803-01    | SODDING (NEW SOD)                                                                                                          | S.Y. | 4200  | \$ 7.00                 | \$ 29,400.00 | 0                | \$0.00       | (\$29,400.00)      |
| SP-1      | ACRYLIC PATCH BINDER                                                                                                       | GAL  | 40    | \$ 100.00               | \$ 4,000.00  | 0                | \$0.00       | (\$4,000.00)       |
| SP-2      | ACRYLIC RESURFACER                                                                                                         | S.Y. | 5440  | \$ 7.50                 | \$ 40,800.00 | 5440             | \$40,800.00  | \$0.00             |
| SP-3      | ACRYLIC COLOR SYSTEM (TO INCLUDE TEXTURED ACRYLIC 78" PLAYING LINES)                                                       | S.Y. | 5440  | \$ 9.50                 | \$ 51,680.00 | 5440             | \$51,680.00  | \$0.00             |
| SP-4      | INSTALL 100, 36" & 60" COURT PLAYING LINES (TEXTURED ACRYLIC LINE PAINT-OWNER TO CHOOSE COLOR)                             | EACH | 2     | \$ 500.00               | \$ 1,000.00  | 0                | \$0.00       | (\$1,000.00)       |
| 707(02)   | REMOVE AND REPLACE EXISTING TENNIS NET POST WITH NEW TENNIS NET POST ( TO INCLUDE NEW CONCRETE FOUNDATION & GROUND SLEEVE) | EACH | 16    | \$ 1,285.00             | \$ 20,560.00 | 16               | \$20,560.00  | \$0.00             |
| SP-5      | REMOVE AND REPLACE EXISTING CENTER STRAP ANCHOR WITH NEW CENTER STRAP ANCHOR (TO INCLUDE NEW CONCRETE FOUNDATION)          | EACH | 8     | \$ 65.00                | \$ 520.00    | 8                | \$520.00     | \$0.00             |
| SP-6      | PROVIDE AND INSTALL NEW NETS (TO INCLUDE CENTER STRAPS)                                                                    | EACH | 8     | \$ 300.00               | \$ 2,400.00  | 8                | \$2,400.00   | \$0.00             |
| SP-8      | PROVIDE AND INSTALL (9') WINDSCREENS WITH (4) CITY OF FRANKLIN PARK'S LOGO                                                 | S.F. | 9820  | \$ 2.75                 | \$ 27,005.00 | 9820             | \$27,005.00  | \$0.00             |
| SP-9      | PROVIDE AND INSTALL NEW 8x12 FIBERGLASS PRACTICE WALL                                                                      | EACH | 1     | \$ 2,500.00             | \$ 2,500.00  | 1                | \$2,500.00   | \$0.00             |
| SP-10     | PAINT ELECTRICAL PANELS AND RIGID FRAME                                                                                    | LS   | 1     | \$ 700.00               | \$ 700.00    | 0                | \$0.00       | (\$700.00)         |
| 707(02)   | CD1 Upgrade Line Posts                                                                                                     | LS   | 1     | \$ 1,068.00             | \$ 1,068.00  | 1                | \$1,068.00   | \$0.00             |
| 202(03)   | CD2 Large Pavilion Demo                                                                                                    | LS   | 1     | \$ 5,500.00             | \$ 5,500.00  | 1                | \$5,500.00   | \$0.00             |



| ITEM #  | DESCRIPTION                                 | UNIT              | QTY     | UNIT PRICE      | TOTAL         | QTY     | TOTAL          |
|---------|---------------------------------------------|-------------------|---------|-----------------|---------------|---------|----------------|
| 203(05) | CD3 Undercut                                | C.Y.              | 1283.45 | \$ 12.00        | \$ 15,401.40  | 1283.45 | \$15,401.40    |
| 303(02) | CD3 Undercut Stone Backfill                 | TON               | 4627.06 | \$ 30.00        | \$ 138,811.80 | 4627.06 | \$138,811.80   |
| 740(02) | CD3 Geotextile Fabric Type 1                | S.Y.              | 4800    | \$ 10.00        | \$ 48,000.00  | 4800    | \$48,000.00    |
| 707(02) | CD4 Fence Footing Rock Excavation for Posts | L.S.              | 1       | \$ 8,514.00     | \$ 8,514.00   | 1       | \$8,514.00     |
| 740(02) | CD5 Geogrid TX 160                          | L.S.              | 1       | \$ 3,800.00     | \$ 3,800.00   | 1       | \$3,800.00     |
|         |                                             | TOTAL BID AMOUNT: |         | \$ 1,000,416.20 |               |         | \$1,019,865.35 |
|         |                                             |                   |         |                 |               |         | \$19,449.15    |

**AMENDMENT NO. 3 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR EAST McEWEN DRIVE PHASE 4 IMPROVEMENTS -  
FINAL DESIGN  
COF Contract No. 2015-0052**

**THIS AMENDMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **City of Franklin, Tennessee** ("City") and **Sullivan Engineering, Inc.** ("Consultant").

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled East McEwen Drive Phase 4 Improvements - Final Design, dated the 24 day of March 2015; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of Seven Hundred Thirteen Thousand and No/100 Dollars (\$713,000.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

**WHEREAS**, on April 11, 2017, the Board of Mayor and Aldermen approved Amendment No. 1 to the Agreement with the Consultant for additional engineering services in the amount not-to-exceed One Hundred Twenty-One Thousand Nine Hundred Ninety-Eight and 65/100 Dollars (\$121,998.65); and

**WHEREAS**, on April 24, 2018, the Board of Mayor and Aldermen approved Amendment No. 2 to the Agreement with the Consultant for additional engineering services in the amount not-to-exceed Two Hundred Fifty-Five Thousand Five Hundred and No/100 Dollars (\$255,500.00); and

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

**WHEREAS**, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated February 6, 2020, in the amount of **EIGHTY-TWO THOUSAND FIVE HUNDRED EIGHTY-NINE AND 32/100 DOLLARS (\$82,589.32)**; and

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



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

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

2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their February 6, 2020, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **EIGHTY-TWO THOUSAND FIVE HUNDRED EIGHTY-NINE AND 32/100 DOLLARS (\$82,589.32)**.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated March 24, 2015, Amendment 1 dated April 11, 2017 and Amendment 2 dated April 24, 2018 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

**Sullivan Engineering, Inc.**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**  
City Administrator



Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney



**SULLIVAN ENGINEERING, INC.**

317 Main Street, Suite 201  
Franklin, TN 37064

February 6, 2020

Mr. Paul Holzen, P.E.  
Director of Engineering  
109 3rd Avenue South  
P.O. Box 305  
Franklin, TN 37064

**RE: East McEwen Drive Phase 4 Improvements**  
From: 800' +/- east of Cool Springs Blvd.  
To: Wilson Pike (SR-252)  
Total Project Length: 1.5 +/- L.M. (Does not include 0.8 L.M. of Side Roads)  
City of Franklin, Tennessee  
Williamson County  
COF Contract No. 2015-0052  
SEI # 15-003

Dear Paul,

**Additional Services For TDOT**

As you are aware the original plans and contract was for McEwen Drive Phase IV as not prepared for TDOT or Federal participation. Below are the items, as agreed that have been completed or still needing to be completed to prepare this project for next submission to TDOT.

**ADDITIONAL OF ENGINEERING SERVICES**

| Task                                                                             | Professional Engineer II | Staff Assoc/Proj Coordinator | Roadway Designer II | CADD Technician |
|----------------------------------------------------------------------------------|--------------------------|------------------------------|---------------------|-----------------|
| <u>Rate/Hour</u>                                                                 | <u>\$179.97</u>          | <u>\$133.42</u>              | <u>\$114.11</u>     | <u>\$101.84</u> |
| Revisions for TDOT                                                               | 27                       | 37                           | 65                  | 73              |
| Revision to Cross-section for Utilities                                          | 48                       | 4                            | 0                   | 12              |
| Redesign for Bike Path                                                           | 14                       | 8                            | 0                   | 8               |
| Redesign for 2:1 Slopes                                                          | 80                       | 12                           | 0                   | 12              |
| Extra Work to Produce Drainage Report                                            | 58                       | 0                            | 4                   | 8               |
| Revise Property Acquisition Description & Exhibits ( Related to Utility Changes) | 0                        | 8                            | 30                  | 10              |



### ADDITIONAL OF ENGINEERING SERVICES

| Task                                                   | Professional Engineer II | Staff Assoc/Proj Coordinator | Roadway Designer II | CADD Technician    |
|--------------------------------------------------------|--------------------------|------------------------------|---------------------|--------------------|
| Revise Electrical Plans, Notes, Details and Quantities | 10                       | 0                            | 0                   | 8                  |
| Revisions for Sidewalk and Parapet                     | 20                       | 8                            | 0                   | 14                 |
| <b>Total Hours</b>                                     | <b>257</b>               | <b>77</b>                    | <b>99</b>           | <b>145</b>         |
| <b>Total Fee/Class</b>                                 | <b>\$46,252.29</b>       | <b>\$10,273.34</b>           | <b>\$11,296.89</b>  | <b>\$14,766.80</b> |
| <b>Total Fee</b>                                       | <b>\$82,589.32</b>       |                              |                     |                    |

| <b>EXCLUSIONS to TDOT Comments</b> |                                                                                                                                                                                          |    |                                                                                         |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------|
| 1                                  | Generate City response letter to TDOT                                                                                                                                                    | 10 | Additional Geotechnical Field or Office services not requested prior to January 1, 2020 |
| 2                                  | Re-profile and design of the bike path section that departs from the road and ties into the existing. A Multimodal Design deviation form was submitted to TDOT on 12/2/19 by City Staff. | 11 | Additional structural design services not requested prior to January 1, 2020            |
| 3                                  | Preparation and submittal of a TDOT Transportation Management Plan.                                                                                                                      | 12 | Additional utility coordination, inclusive of CSX Transportation and Roadway Lighting   |
| 4                                  | Additional updates to traffic data and diagrams                                                                                                                                          | 13 | Signalization design or coordination services                                           |
| 5                                  | Additional updates to TDOT General/Special/Traffic/Erosion notes, standard drawings and item numbers.                                                                                    | 14 | Additional hydraulic studies and reports not requested prior to January 1, 2020         |
| 6                                  | All design modifications related to the TDOT's new RD11 series drawings.                                                                                                                 | 15 | Environmental studies inclusive or permits preparation, fees and submittals             |
| 7                                  | Any work associated with acceptance of proprietary items desired for use by the City of Franklin.                                                                                        | 16 | Construction cost analysis preparation and analysis                                     |

|   |                                                                                                                                                                                                                                                                                                                      |    |                                                                                                       |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------|
| 8 | Modification of design documents to reflect the current TDOT standard of 1.5% cross slope on sidewalks or graded areas directly behind the curb. City Response: Labeling will be noted as 0.020%, max (1.5% min) will be added to the Typical Sections. Reference elevations and cross-sections will not be changed. | 17 | Property acquisition revisions                                                                        |
| 9 | Additional TDOT or City review comments not received prior to January 1, 2020                                                                                                                                                                                                                                        | 18 | Questions, clarifications and modifications of design documents not received prior to January 1, 2020 |

### **COMPENSATION**

SEI's fee is developed on an hourly basis of time required by various personal to research and implement modifications requested by City Staff and TDOT. This project as with all projects requires SEI's staff to coordinate with subcontractors and City Staff, and as such, that time allocation is included within hourly estimate of man-hours.

Printing for submittals, meetings and field reviews where the responsibility of the City of Franklin. All documents where computer generated in an AutoCAD format and reproduced in a Portable Document Format (PDF) suitable for printing.

#### **Engineering Design Services (Lump Sum) - \$82,589.32**

(Revisions for TDOT will be tracked and billed hourly not to exceed amount stated. Completed documents to be submitted no later than four weeks after SEI receives a signed agreement.)

The signature below is indication of acceptance by the City of Franklin, for additional financial compensation related to **“ADDITIONAL ENGINEERING SERVICES” inclusive of “TDOT review comments”** as provided by Sullivan Engineering, Inc, as a supplement to contract #2015-0052.

**Accepted, City of Franklin:** \_\_\_\_\_,

**Date:** \_\_\_\_\_

I hope this proposal meets with your approval. Please contact Dickie Sullivan or myself after you have had a chance to review this proposal for clarification of any questions.

Sincerely,  
**Sullivan Engineering, Inc.**

*Paul Collins*

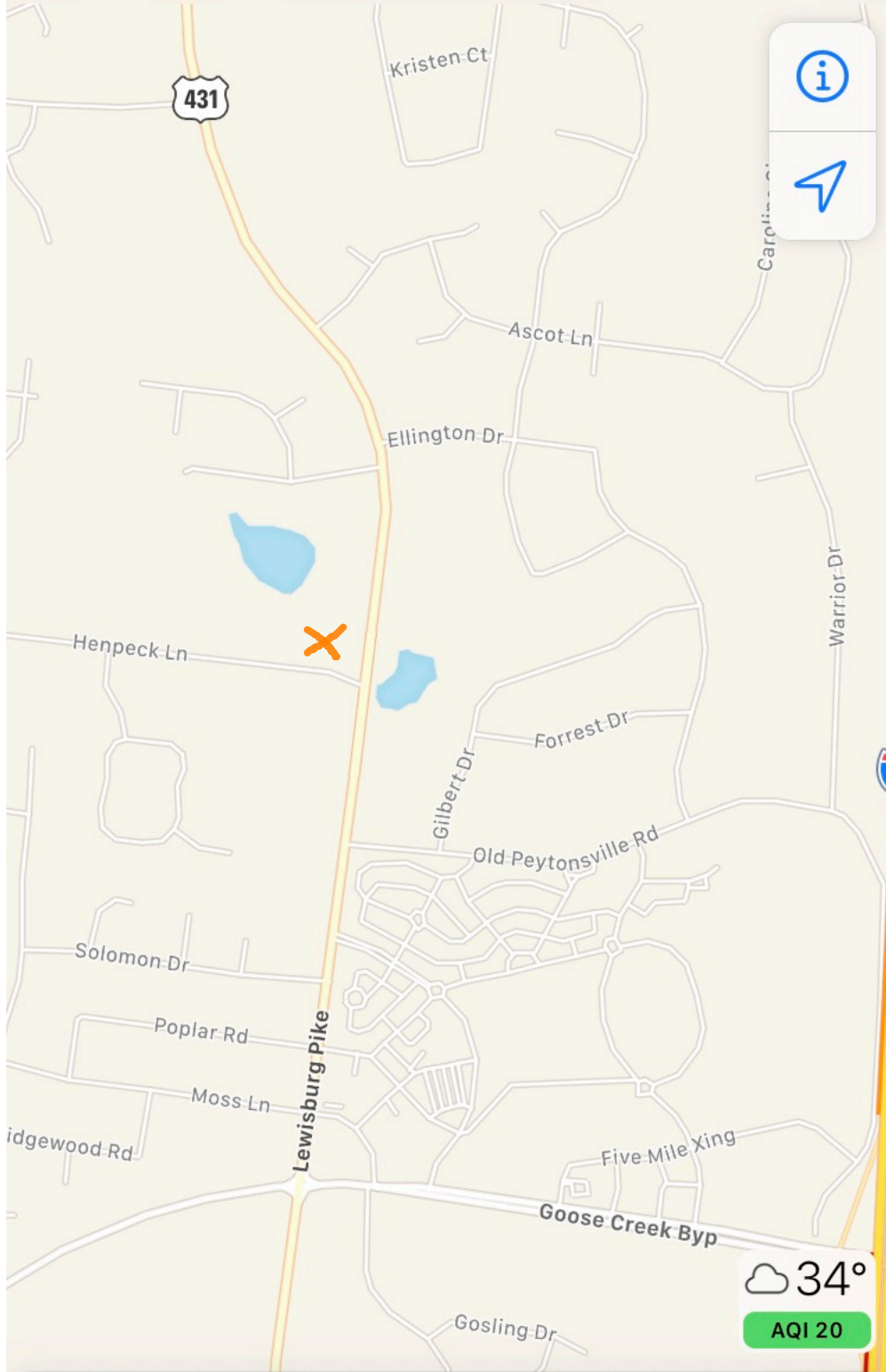
Paul V. Collins, Jr.  
 Vice President

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

|                                                                                                  |                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Anticipated sewage flows:</b> <i>Information Required for Sewer Service</i>                   |                                                                                                                                                                                                                                |
| If County is requiring this request please indicate if you are requesting an approval or denial: | <div> <input type="checkbox"/> DENY my Request           <input type="checkbox"/> APPROVE my request         </div> <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i> |

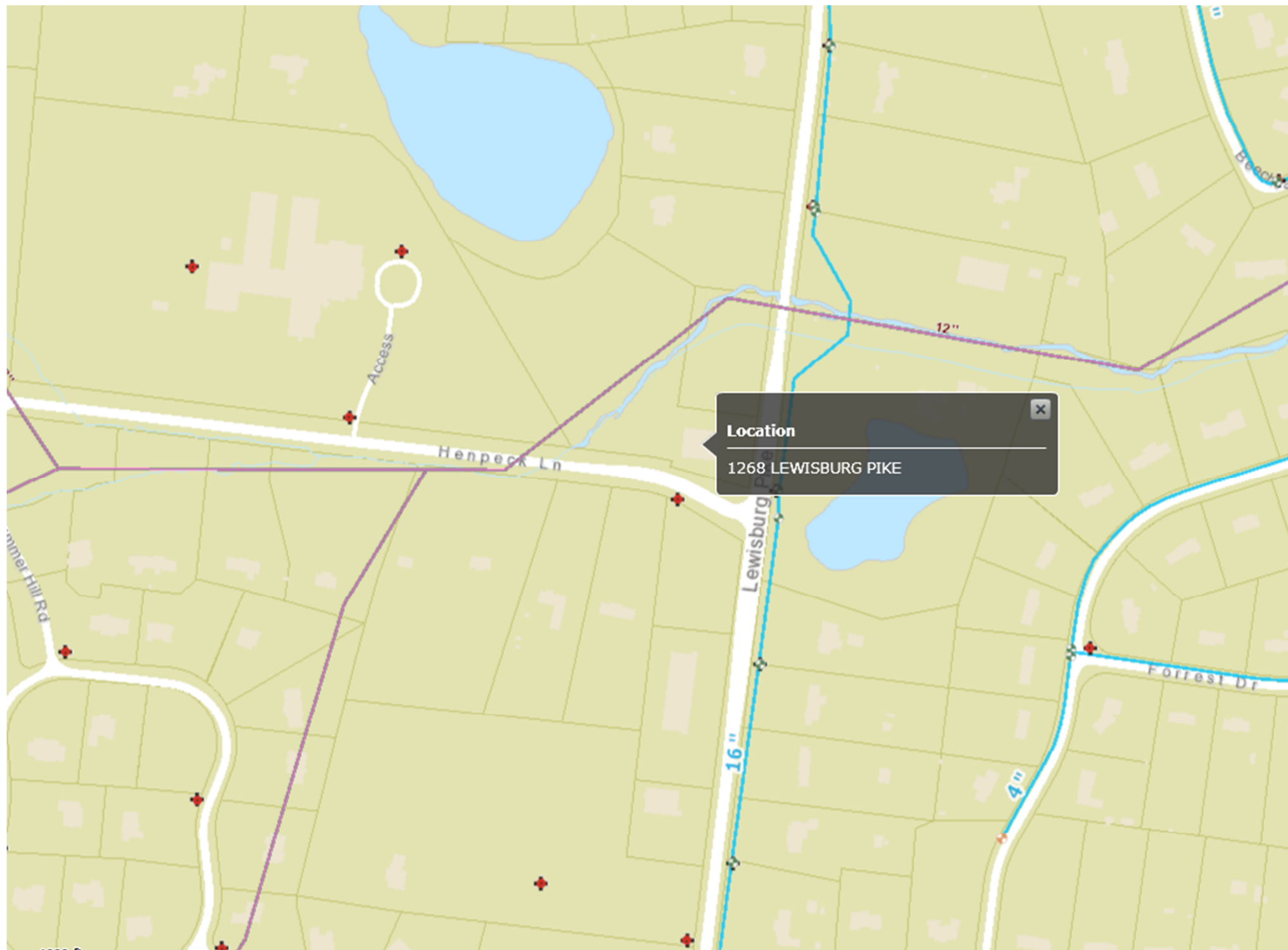
**Email Application to:** [availability@franklintn.gov](mailto:availability@franklintn.gov)  
**For additional information or questions please call:** 615-794-4554      **Date Submitted:** \_\_\_\_\_





Search for a place or address





Location

1268 LEWISBURG PIKE



**SITE PLAN**  
**FOR**  
**IVYBROOK ACADEMY**  
**1268 LEWISBURG PIKE**  
**Map 106 Parcel 26**  
**BK 7566, PAGE 769 ROWC, TN**  
**WILLIAMSON COUNTY, FRANKLIN, TN 37064**

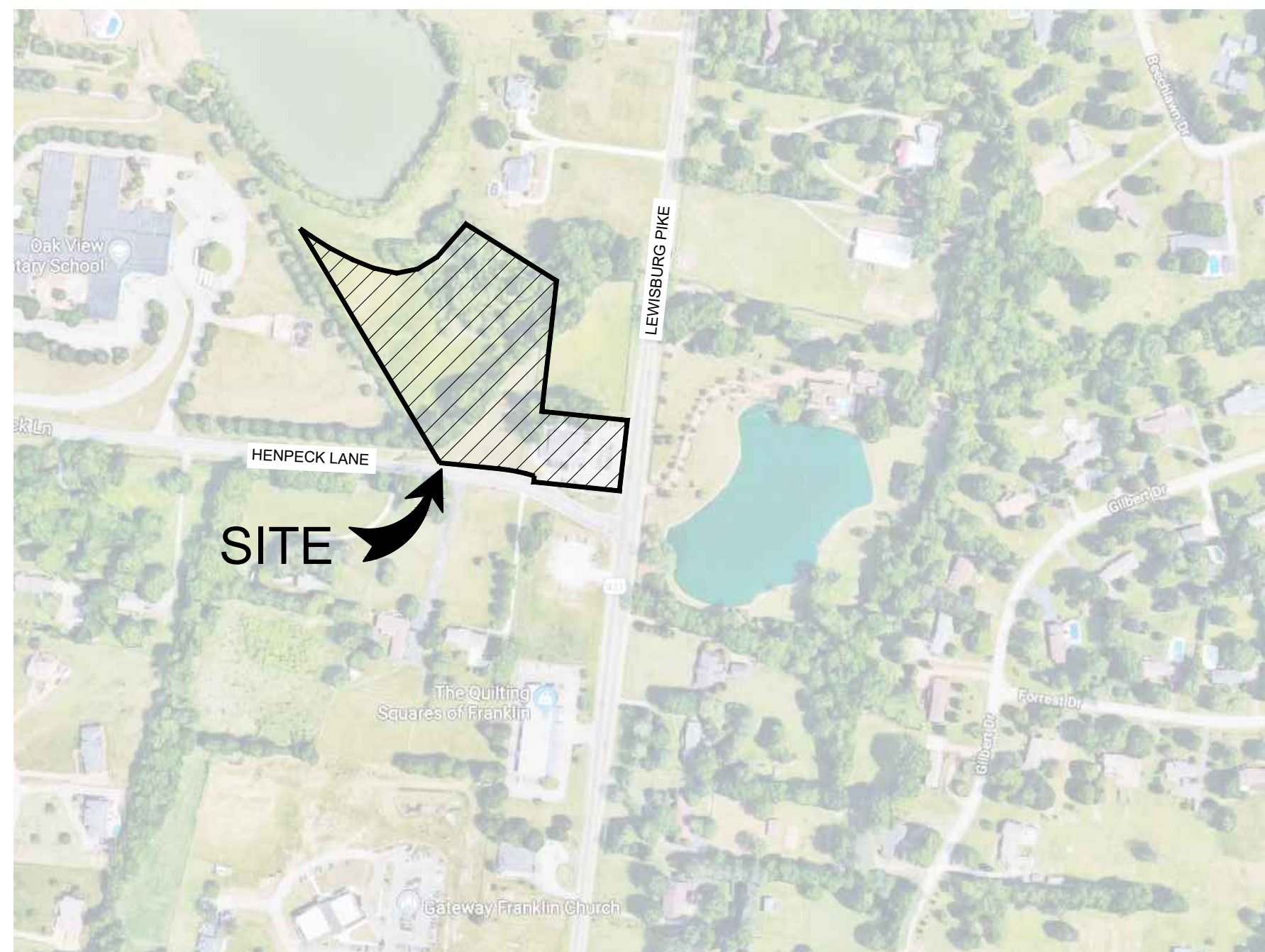
Developer: Howard Varnedoe  
7021 Mayflower Cir.  
Brentwood, TN 37027  
howard@ivybrookacademy.com

Engineer:  **T-SQUARE ENGINEERING**  
Consulting Civil Engineering  
701 West Main St., Franklin, TN, 37064  
(615)370-1443 • Email [tim@t2-eng.com](mailto:tim@t2-eng.com)

**Surveyor:** Dividing Line Survey Services  
Land Surveying  
985 Yellow Creek Road  
Dickson, TN 37055  
(615) 838-6052

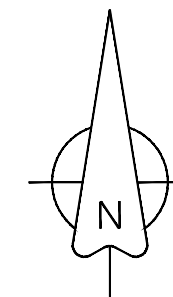
Topographic Boundary Survey, including property lines, legal description, existing utilities, site topography with spot elevations, outstanding physical features and existing structure locations was provided by the following company:

## Dividing Line Survey Services



## LOCATION MAP

N.T.S



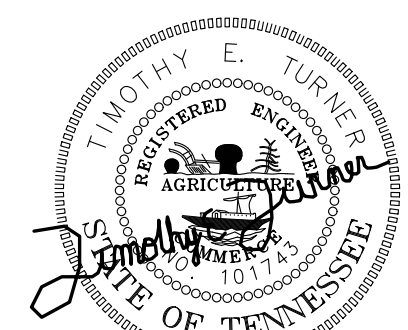
## Sheet Schedule

|       |                     |
|-------|---------------------|
| C-0.0 | Cover Sheet         |
| C-1.0 | Existing Conditions |
| C-1.1 | Demolition Plan     |
| C-2.0 | Site Plan           |
| C-3.0 | Utility Plan        |
| C-4.0 | Details             |
|       |                     |
| L-1.0 | Landscape Plan      |
| L-1.1 | Landscape Plan      |

| NO. |                    | DATE    | REVISIONS                            |
|-----|--------------------|---------|--------------------------------------|
| 1   |                    | 7/1/19  | REVISIONS PER CITY/OWNER COMMENTS    |
| 2   | SCALE: AS SHOWN    | 7/10/19 | REVISIONS PER CITY/OWNER COMMENTS    |
| 3   | DRAWN BY: T-SQUARE | 8/19/19 | REVISIONS PER TRAFFIC STUDY COMMENTS |
|     | REVIEWER:          |         |                                      |
|     | TET                |         |                                      |

COVER  
1268 LEWISBURG PIKE  
WILLIAMSON COUNTY, TENNESSEE

IVYBROOK ACADEMY



8/27/19

PROJECT  
19-0111

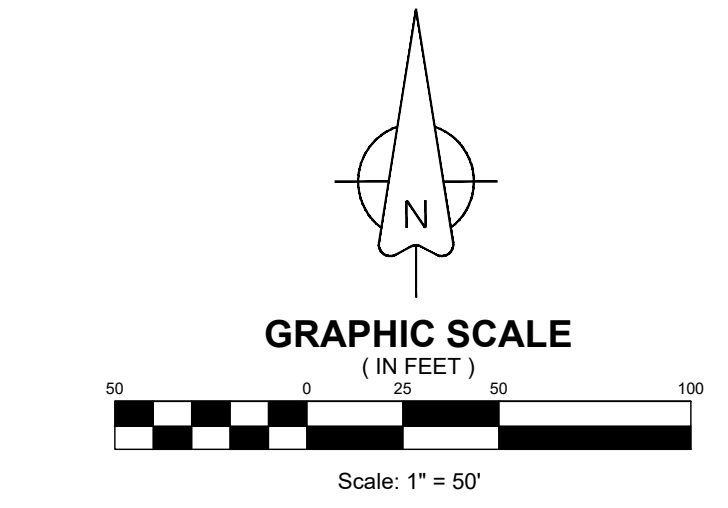
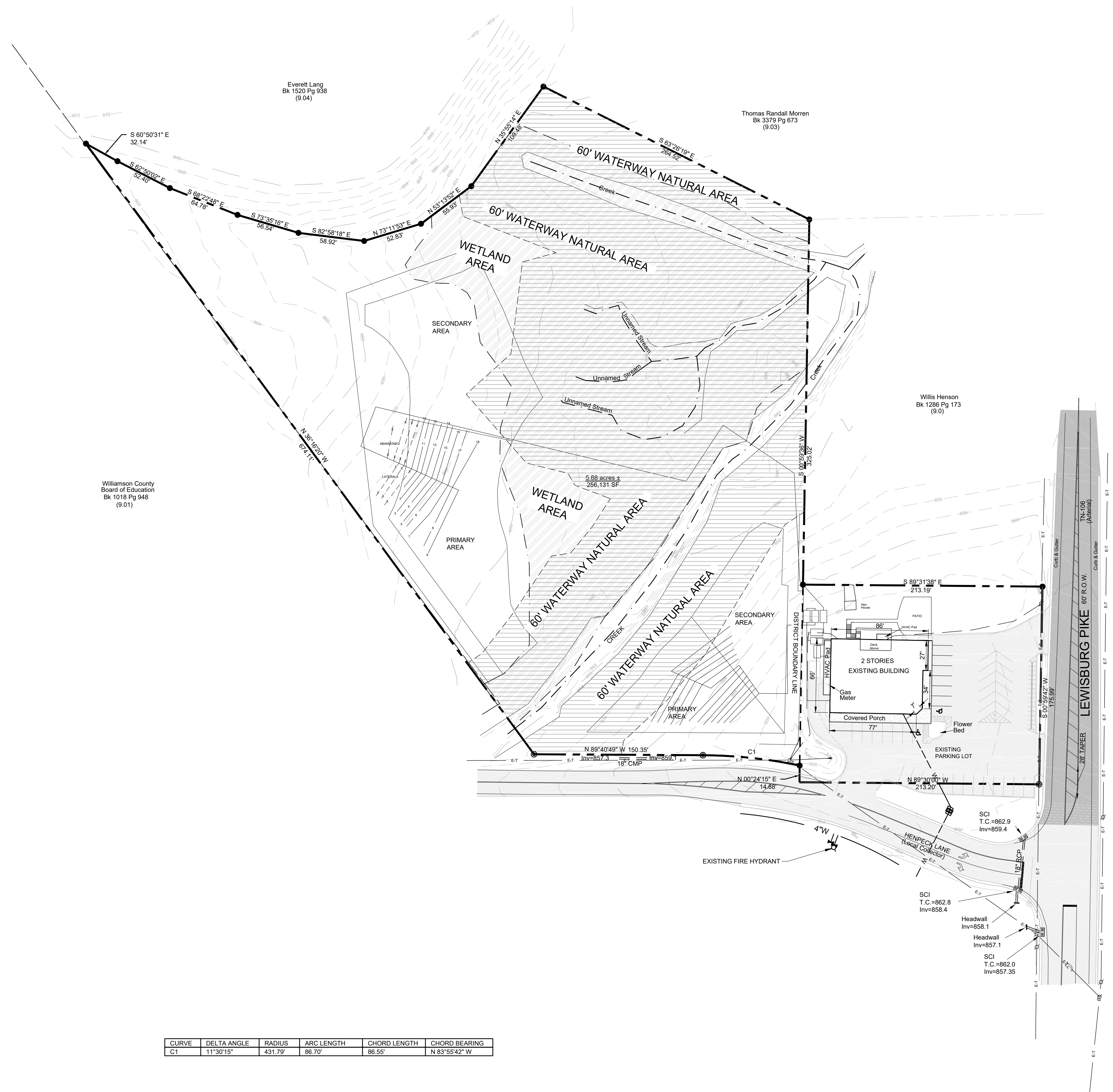
SHEET  
C-0.0

ALL OF THIS PROPERTY IS WITHIN ZONE "X" OF THE PRELIMINARY  
FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER  
47187C0355F, EFFECTIVE DATE SEPTEMBER 29, 2006.

|                                                                                |
|--------------------------------------------------------------------------------|
| OWNER OF RECORD                                                                |
| HOWARD VARNEDOE<br>7021 MAYFLOWER CIRCLE<br>BRENTWOOD, TN 37027                |
| APPLICANT                                                                      |
| T-SQUARE ENGINEERING<br>701 WEST MAIN ST<br>FRANKLIN, TN 37064<br>615.678.8212 |







| LEGEND |                                 |
|--------|---------------------------------|
|        | EXISTING WATER LINE             |
|        | EXISTING OVERHEAD ELECTRIC      |
|        | EXISTING PROPERTY LINE          |
|        | PROPOSED R.O.W. RESERVATION     |
|        | EXISTING DISTRICT BOUNDARY LINE |
|        | EXISTING WATERWAY NATURAL AREA  |
|        | EXISTING WETLAND AREA           |

| CURVE | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|-------------|---------|------------|--------------|---------------|
| C1    | 11°30'15"   | 431.79' | 86.70'     | 86.55'       | N 83°35'42" W |

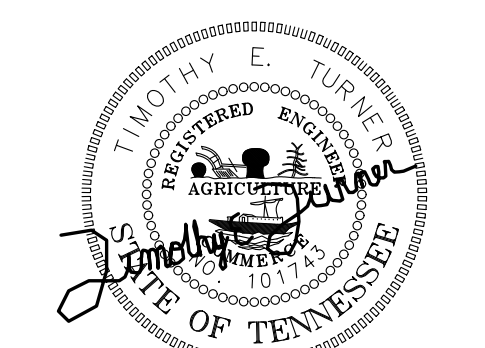
ALL OF THIS PROPERTY IS WITHIN ZONE "X" OF THE PRELIMINARY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 47187C0355F, EFFECTIVE DATE SEPTEMBER 29, 2006.

|                                                                                |
|--------------------------------------------------------------------------------|
| OWNER OF RECORD                                                                |
| HOWARD VARNEDOE<br>7021 MAYFLOWER CIRCLE<br>BRENTWOOD, TN 37027                |
| APPLICANT                                                                      |
| T-SQUARE ENGINEERING<br>701 WEST MAIN ST<br>FRANKLIN, TN 37064<br>615.678.8212 |

| REVISIONS                            |  | DATE       | NO. |
|--------------------------------------|--|------------|-----|
| REVISIONS PER CITY/OWNER COMMENTS    |  | 7/11/19    | 1   |
| REVISIONS PER CITY/OWNER COMMENTS    |  | 7/10/19    | 2   |
| REVISIONS PER TRAFFIC STUDY COMMENTS |  | 8/19/19    | 3   |
| DATE:                                |  | 04-16-2019 |     |
| SCALE:                               |  | AS SHOWN   |     |
| DRAWN BY:                            |  | T-SQUARE   |     |
| REVIEWER:                            |  | TET        |     |

EXISTING CONDITIONS  
1268 LEWISBURG PIKE  
WILLIAMSON COUNTY, TENNESSEE

# IVYBROOK ACADEMY



8/27/19

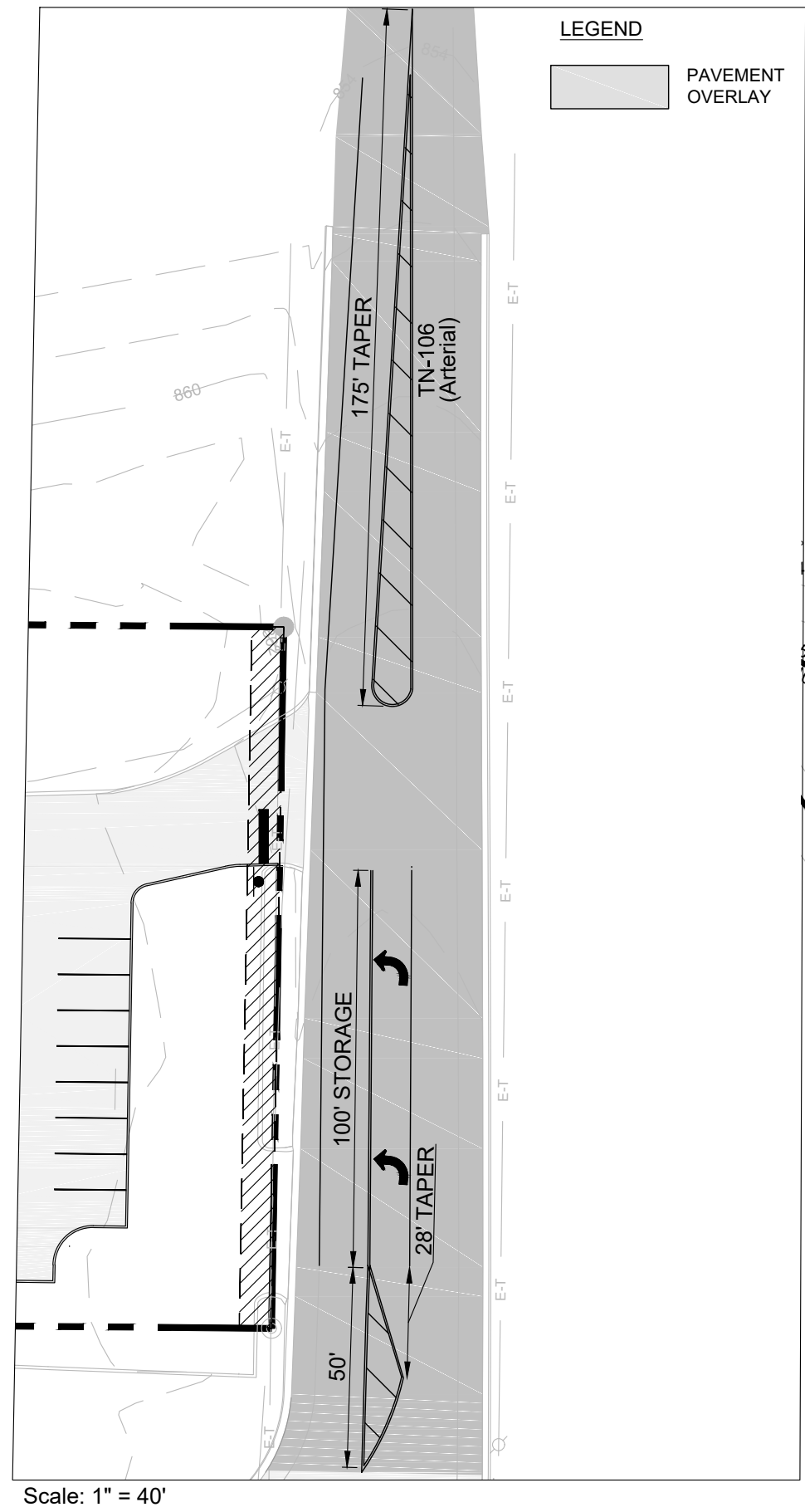
PROJECT  
19-0111

SHEET  
C-1.0



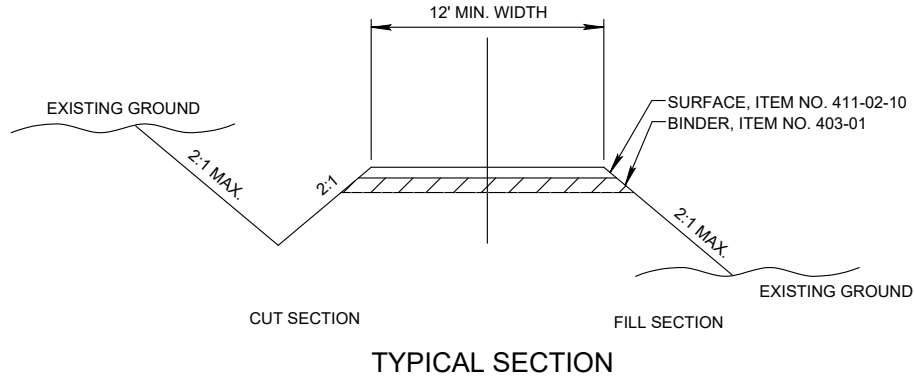




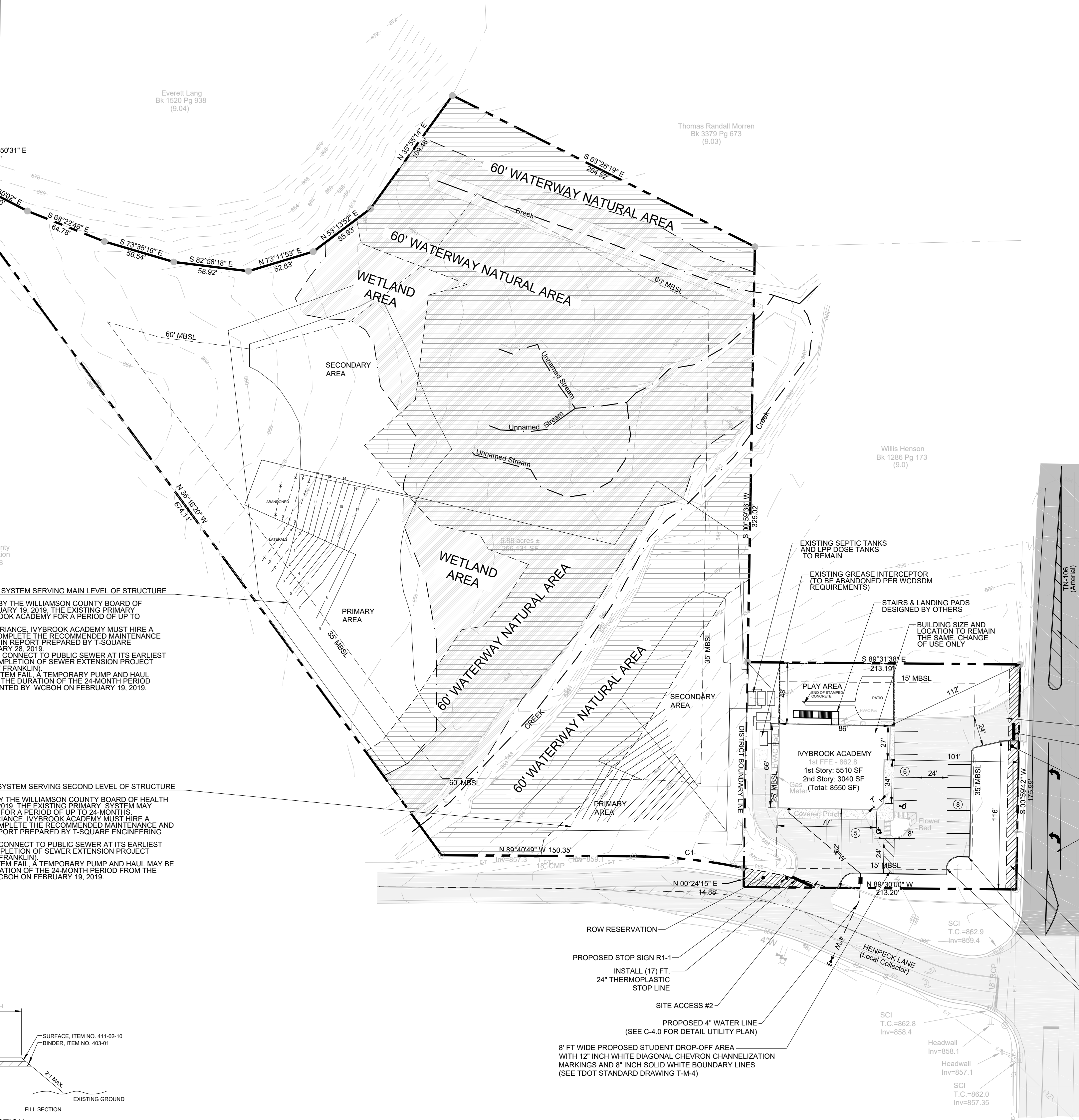


- EXISTING PRIMARY SEPTIC SYSTEM SERVING MAIN LEVEL OF STRUCTURE
- PER VARIANCES GRANTED BY THE WILLIAMSON COUNTY BOARD OF HEALTH (WCBOH) ON FEBRUARY 19, 2019, THE EXISTING PRIMARY SYSTEM MAY SERVE IVYBROOK ACADEMY FOR A PERIOD OF UP TO 24 MONTHS.
  - AS A CONDITION OF THE VARIANCE, IVYBROOK ACADEMY MUST HIRE A LICENSED INSTALLER TO COMPLETE THE RECOMMENDED MAINTENANCE AND REPAIRS PRESCRIBED IN REPORT PREPARED BY T-SQUARE ENGINEERING DATED JANUARY 28, 2019.
  - IVYBROOK ACADEMY SHALL CONNECT TO PUBLIC SEWER AT ITS EARLIEST AVAILABILITY (PENDING COMPLETION OF SEWER EXTENSION PROJECT UNDERWAY BY THE CITY OF FRANKLIN).
  - SHOULD THE PRIMARY SYSTEM FAIL, A TEMPORARY PUMP AND HAUL MAY BE IMPLEMENTED FOR THE DURATION OF THE 24-MONTH PERIOD FROM THE VARIANCES GRANTED BY WCBOH ON FEBRUARY 19, 2019.

- EXISTING PRIMARY SEPTIC SYSTEM SERVING SECOND LEVEL OF STRUCTURE
- PER VARIANCES GRANTED BY THE WILLIAMSON COUNTY BOARD OF HEALTH (WCBOH) ON FEBRUARY 19, 2019, THE EXISTING PRIMARY SYSTEM MAY SERVE IVYBROOK ACADEMY FOR A PERIOD OF UP TO 24 MONTHS.
  - AS A CONDITION OF THE VARIANCE, IVYBROOK ACADEMY MUST HIRE A LICENSED INSTALLER TO COMPLETE THE RECOMMENDED MAINTENANCE AND REPAIRS PRESCRIBED IN REPORT PREPARED BY T-SQUARE ENGINEERING DATED JANUARY 28, 2019.
  - IVYBROOK ACADEMY SHALL CONNECT TO PUBLIC SEWER AT ITS EARLIEST AVAILABILITY (PENDING COMPLETION OF SEWER EXTENSION PROJECT UNDERWAY BY THE CITY OF FRANKLIN).
  - SHOULD THE PRIMARY SYSTEM FAIL, A TEMPORARY PUMP AND HAUL MAY BE IMPLEMENTED FOR THE DURATION OF THE 24-MONTH PERIOD FROM THE VARIANCES GRANTED BY WCBOH ON FEBRUARY 19, 2019.



| CURVE | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|-------------|--------|------------|--------------|---------------|
| C1    | 11°30'15"   | 431.79 | 86.70      | 86.55        | N 83°55'42" W |



NOTES:

- (1) PURPOSE NOTE - CHANGE OF USE TO EDUCATIONAL FACILITY IVYBROOK ACADEMY IS A HALF DAY PRE-SCHOOL PROGRAM THAT IS A MONTESSORI EDUCATIONAL FACILITY. IT WILL ACCOMMODATE APPROXIMATELY 56 CHILDREN PER DAY BETWEEN THE AGES OF 2-5 DURING THE ACADEMIC YEAR, WITH APPROX. 12 EMPLOYEES.
- (2) THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION, OR DISTURBANCE OF VEGETATION WITHIN THE WATERWAY NATURAL AREA EXCEPT AS PERMITTED BY THE WILLIAMSON COUNTY ENGINEERING DEPARTMENT.
- (3) THIS DEVELOPMENT WILL ADHERE TO THE RESOURCE PROTECTION STANDARDS SET FORTH IN ARTICLE 13 OF THE ZONING ORDINANCE CONCERNING NATURAL AND HISTORICAL RESOURCES, SUCH AS, WATERWAY PROTECTION, STEEP TOPOGRAPHY AND SLIPPAGE SOIL PROTECTION, SPECIAL FLOOD HAZARD AREA PROTECTION, WETLAND PROTECTION, WOODLAND AND TREE PROTECTION, AND HISTORIC AND CULTURAL RESOURCE PROTECTION.
- (4) ALL OF THIS PROPERTY IS WITHIN ZONE "X" OF THE PRELIMINARY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 47187C0355F, EFFECTIVE DATE SEPTEMBER 29, 2006.
- (5) APPROVAL IS LIMITED TO A MAXIMUM OF FORTY (40) STUDENTS, AND THERE SHALL BE A MORNING SESSION ONLY (8:00 AM TO 12:00 PM NOON). THIS IS BASED UPON THE SUBMITTED LETTER OF INTENT AND BOARD OF HEALTH UNDER THE PUMP AND HAUL AGREEMENT.

- (6) THIS PROPERTY HAS BEEN REVIEWED FOR THE EXISTENCE OF INTERMITTENT AND PERENNIAL STREAMS. STREAMS THAT WOULD REQUIRE WATERWAY NATURAL AREAS AS DESCRIBED IN SECTION 4 OF THE WILLIAMSON COUNTY STORM WATER MANAGEMENT REGULATIONS HAVE BEEN LOCATED AS SHOWN.
- (7) IVYBROOK ACADEMY SHALL OPERATE AT A MAXIMUM OF FIFTY-SIX (56) STUDENTS DURING EACH SESSION AND SHALL FOLLOW THE PROPOSED ARRIVAL/ DISMISSAL SCHEDULE PRESENTED WITHIN THE TIS.
- (8) CONFIGURE SITE ACCESS #1 ALONG LEWISBURG PIKE WITH ONE (1) INBOUND LANE AND ONE (1) OUTBOUND LANE OPERATING UNDER A STOP CONDITION. SITE ACCESS #1 WILL OPERATE AS AN ENTRANCE - ONLY ACCESS DURING STUDENT ARRIVAL AND DISMISSAL PERIODS.
- (9) CONFIGURE SITE ACCESS #2 ALONG HENPECK LANE WITH ONE (1) INBOUND LANE AND ONE (1) OUTBOUND LANE OPERATING UNDER A STOP CONDITION. SITE ACCESS #2 WILL OPERATE AS AN EXIT - ONLY ACCESS DURING STUDENT ARRIVAL AND DISMISSAL PERIODS.
- (10) DURING ARRIVAL AND DISMISSAL PERIODS, CONFIGURE THE SITE ACCESS TO OPERATE UNDER ONE-WAY TRAFFIC FLOW WITH TWO (2) THROUGH LANES AND TRAFFIC ENTERING THE SITE FROM LEWISBURG PIKE AND EXITING THE SITE ONTO HENPECK LANE.

- TEMPORARY DO NOT ENTER (R5-1) AND ONE WAY (R6-2) SIGNS SHALL BE UTILIZED IN CONJUNCTION WITH TRAFFIC CONES TO DESIGNATE THE THROUGH LANES DURING THESE PERIODS.
- STAFF SHALL BE PRESENT AT THE DESIGNATED LOCATIONS TO ENSURE SAFE AND EFFICIENT TRAFFIC OPERATIONS.

| Total Site Data                                                                                                                                                                                                                  |                               |                     |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|-----------------|
| SITE AREA: 5.88 ACRES                                                                                                                                                                                                            |                               |                     |                 |
|                                                                                                                                                                                                                                  | EXISTING                      | REQUIRED            | PROVIDED        |
| TOTAL PROPERTY ACREAGE                                                                                                                                                                                                           | 5.88 AC                       | N/A                 | 5.88 AC         |
| TOTAL BUILDING SQ. FT.                                                                                                                                                                                                           | 8,550 SF                      | 8,550 SF            | 8,550 SF        |
| ZONING                                                                                                                                                                                                                           | MGA-1 / MGA-H                 | MGA-1 / MGA-H       | MGA-1 / MGA-H   |
| EMPLOYEES/CHILDREN:                                                                                                                                                                                                              | 12 EMPLOYEES                  |                     | 56 CHILDREN     |
| BUILDING SETBACKS                                                                                                                                                                                                                |                               |                     |                 |
| FRONT:                                                                                                                                                                                                                           | 60' FT / 35' FT               | 60' FT / 35' FT     | 60' FT / 35' FT |
| REAR:                                                                                                                                                                                                                            | 60' FT / 25' FT               | 60' FT / 25' FT     | 60' FT / 25' FT |
| SIDE:                                                                                                                                                                                                                            | 35' FT / 15' FT               | 35' FT / 15' FT     | 35' FT / 15' FT |
| BUILDING HEIGHT                                                                                                                                                                                                                  | 2 - STORIES                   | 3 - STORIES MAX.    | 2 - STORIES     |
| ERROR OF CLOSURE                                                                                                                                                                                                                 | 1 / 10,000                    | 1 / 10,000          | 1 / 10,000      |
| OPEN SPACE                                                                                                                                                                                                                       | 89.1%                         | 40%                 | 91.68%          |
| IMPERVIOUS AREA:                                                                                                                                                                                                                 | 27790 SQ. FT.                 | N/A                 | 21215 SQ. FT.   |
| PARKING AND ACCESS:                                                                                                                                                                                                              |                               |                     |                 |
| EDUCATIONAL FACILITY: 1.5 SPACE PER 2 CLASSROOMS, AND 1.5 SPACE PER EMPLOYEE (125% OF MINIMUM 15 PARKING SPACES + MAXIMUM OF 18.75 PARKING SPACES)                                                                               |                               |                     |                 |
|                                                                                                                                                                                                                                  | EXISTING                      | REQUIRED            | PROPOSED        |
| PARKING SPACES                                                                                                                                                                                                                   | 39                            | 19                  | 19              |
| HANDICAP PARKING SPACES                                                                                                                                                                                                          | 2                             | 2                   | 2               |
| SPACE SIZES                                                                                                                                                                                                                      | 90 DEGREE: REGULAR (9' x 18') | HANDICAP (9' x 18') |                 |
| ASILE WIDTH                                                                                                                                                                                                                      | 90 DEGREE: 24 FEET            |                     |                 |
| FLOODNOTE:                                                                                                                                                                                                                       |                               |                     |                 |
| ALL OF THIS PROPERTY IS WITHIN ZONE "X" OF THE PRELIMINARY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 47187C0355F, EFFECTIVE DATE SEPTEMBER 29, 2006.                                                                       |                               |                     |                 |
| PURPOSE:                                                                                                                                                                                                                         |                               |                     |                 |
| PROPOSED USE: HALF DAY PRESCHOOL PROGRAM THAT IS A MONTESSORI EDUCATIONAL FACILITY. THE FACILITY PLANS TO ACCOMMODATE APPROXIMATELY 56 CHILDREN PER DAY BETWEEN AGES 2-5 WITH APPROXIMATELY 12 EMPLOYEES (AFTER THE FIRST YEAR). |                               |                     |                 |

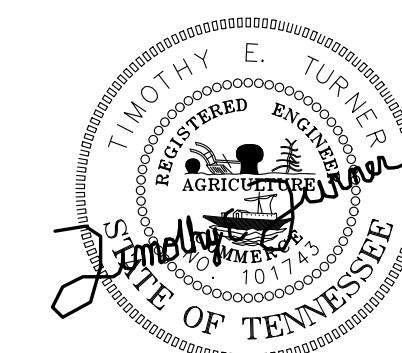
|                                                                                |
|--------------------------------------------------------------------------------|
| OWNER OF RECORD                                                                |
| HOWARD VARNEDOE<br>7021 MAYFLOWER CIRCLE<br>BRENTWOOD, TN 37027                |
| APPLICANT                                                                      |
| T-SQUARE ENGINEERING<br>701 WEST MAIN ST<br>FRANKLIN, TN 37064<br>615.678.8212 |

| REVISIONS                            |            | DATE    | NO. |
|--------------------------------------|------------|---------|-----|
| DATE:                                | 04-16-2019 |         |     |
| SCALE:                               | AS SHOWN   |         |     |
| DRAWN BY:                            | T-SQUARE   |         |     |
| REVIEWER:                            | TET        |         |     |
| REVISIONS PER CITY/OWNER COMMENTS    | 1          | 7/11/19 |     |
| REVISIONS PER CITY/OWNER COMMENTS    | 2          | 7/10/19 |     |
| REVISIONS PER TRAFFIC STUDY COMMENTS | 3          | 8/19/19 |     |

SITE PLAN

1268 LEWISBURG PIKE  
WILLIAMSON COUNTY, TENNESSEE

IVYBROOK ACADEMY

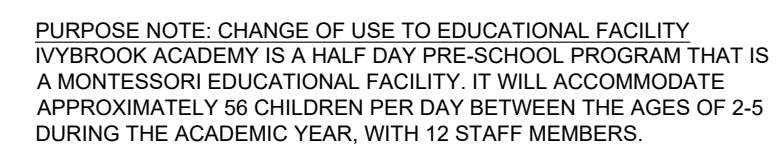


8/27/19

PROJECT  
19-0111

SHEET  
C-2.0





SHEET  
C-3.0

IVYBROOK ACADEMY

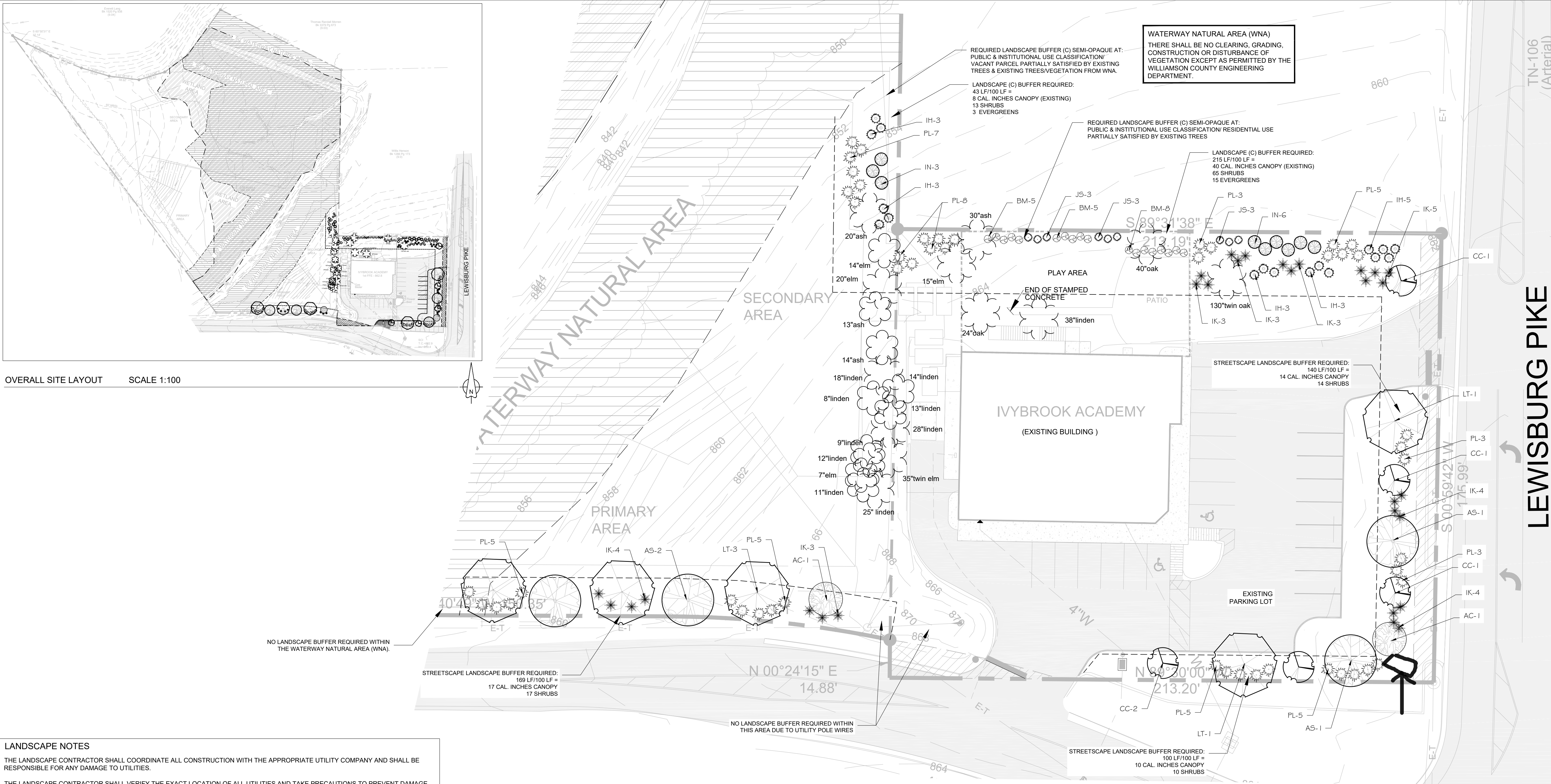












**LANDSCAPE NOTES**

THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.

THE LANDSCAPE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES AND TAKE PRECAUTIONS TO PREVENT DAMAGE TO THE UTILITIES.

ALL PLANTING AND MULCH BEDS SHALL BE SPRAYED WITH ROUND-UP (CONTRACTOR'S OPTION) PRIOR TO THE INSTALLATION OF MULCH.

PLANT MATERIALS AND STUMPS INDICATED FOR REMOVAL SHALL BE REMOVED AND DISPOSED OFF-SITE BY THE CONTRACTOR. BACKFILL HOLES WITH TOPSOIL FREE OF ROOTS AND ROCKS.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINE GRADING OF ALL PLANTING AREAS.

ALL PLANTING AREAS SHALL BE FERTILIZED WITH 12#/1,000 SF OF 10-10-10 FERTILIZER.

ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 3" DEPTH OF SHREDDED HARDWOOD BARK MULCH.

THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL MATERIALS QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN WILL TAKE PRECEDENCE.

THE LANDSCAPE CONTRACTOR NOTIFY THE LANDSCAPE ARCHITECT OF ANY ARCHITECTURAL FEATURES SUCH AS WALKWAYS, WINDOWS, OR BUILT ELEMENTS THAT CONFLICT WITH THE APPROVED PLANTING PLAN.

ALL DISTURBED AREAS SHALL BE PLANTED WITH TURF AS INDICATED ON THE MATERIAL SCHEDULE.

WHEN IRRIGATED THE LANDSCAPE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIALS AND REPLACE ANY DEAD OR DYING MATERIAL WITHIN THAT TIME PERIOD.

NO PLANT MATERIALS SHOULD BE SUBSTITUTED WITHOUT AUTHORIZATION BY THE REPRESENTATIVE.

ALL WIRE BASKETS SHALL BE COMPLETELY REMOVED AND DISPOSED OF, BURLAP SHOULD BE REMOVED OR PUNCTURED IN AT LEAST 5 PLACES. REMOVE ALL TWINE FROM BURLAP MATERIALS. GUYING IS NOT ALLOWED.

NO CANOPY TREE SHALL BE LOCATED WITHIN 15' OF AN OVERHEAD UTILITY. NO CANOPY TREE SHALL BE LOCATED WITHIN A PUBLIC UTILITY EASEMENT WITHOUT SIGNING OF A RELEASE WAIVER. LOCATING PLANT MATERIALS WITHIN A DRAINAGE EASEMENT IS ACCEPTABLE, BUT ONLY IF INSTALLED AS NOT TO DISTURB EXISTING DRAINAGE FLOW. IN SUCH INSTANCES, THE MATERIALS SHALL BE LOCATED NO CLOSER THAN 5' FROM THE CENTERLINE OF DRAINAGE.

NO CANOPY TREE SHALL BE LOCATED CLOSER THAN 15' FROM A LIGHT SOURCE.

| BUFFERYARD MATERIALS SCHEDULE                         |                                         |                                                                   |        |         |       |         |
|-------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------|--------|---------|-------|---------|
| EVERGREEN TREES                                       |                                         |                                                                   |        |         |       |         |
| KEY QUANTITY                                          | SCIENTIFIC NAME                         | COMMON NAME                                                       | HEIGHT | SPREAD  | TRUNK | REMARKS |
| IN 9                                                  | Ilex x "Nellie R. Stevens"              | Nellie R Stevens Holly                                            | 6'     |         | FTB   |         |
| JS 9                                                  | Juniperus scopulorum 'Skyrocket'        | Skyrocket Juniper                                                 | 6'     |         | FTB   |         |
| SHRUBS                                                |                                         |                                                                   |        |         |       |         |
| BM 18                                                 | Buxus microphylla japonica 'Winter Gem' | Winter Gem Boxwood                                                | 36"    | 15"-18" | FTB   |         |
| IH 17                                                 | Ilex crenata 'Heller'                   | Heller's Japanese Holly                                           | 36"    | 15"-18" | FTB   |         |
| IK 14                                                 | Ilex glabra                             | Inkberry                                                          | 36"    | 15"-18" | FTB   |         |
| PL 23                                                 | Prunus lauroserasis 'Otto Luyken'       | Otto Luyken Cherry Laurel                                         | 36"    | 15"-18" | FTB   |         |
| TURF                                                  |                                         |                                                                   |        |         |       |         |
| SEED                                                  | Turf Mixture                            | Rebel III Turftype Fescue. Seed all disturbed areas @ 8# 1,000sf. |        |         |       |         |
| SOD                                                   | Rebel II Fine Bladed Fescue Sod         | Install in all lawn areas.                                        |        |         |       |         |
| NOTES                                                 |                                         |                                                                   |        |         |       |         |
| FTB = Full To Base                                    |                                         |                                                                   |        |         |       |         |
| THE LANDSCAPE CONTRACTOR SHALL NOT MAKE SUBSTITUTIONS |                                         |                                                                   |        |         |       |         |

| STREET BUFFERYARD MATERIALS SCHEDULE                  |                                 |                                   |                                                                   |         |         |       |                |
|-------------------------------------------------------|---------------------------------|-----------------------------------|-------------------------------------------------------------------|---------|---------|-------|----------------|
| CANOPY TREES                                          |                                 |                                   |                                                                   |         |         |       |                |
| KEY                                                   | QUANTITY                        | SCIENTIFIC NAME                   | COMMON NAME                                                       | HEIGHT  | SPREAD  | TRUNK | REMARKS        |
| AS                                                    | 4                               | Acer saccharum                    | Sugar Maple                                                       | 14'-16' | 7-8'    | 3"    | 5' Clear Trunk |
| LT                                                    | 4                               | Liriodendron tulipifera           | Tulip Poplar                                                      | 14'-16' | 7-8'    | 3"    | 5' Clear Trunk |
| UNDERSTORY/EVERGREEN TREES                            |                                 |                                   |                                                                   |         |         |       |                |
| AC                                                    | 2                               | Acer campestre                    | Hedge Maple                                                       | 6'-8'   | 3-4'    | 2"    |                |
| CC                                                    | 5                               | Cercis canadensis                 | Red Bud                                                           | 6'-8'   | 3-4'    | 2"    |                |
| SHRUBS                                                |                                 |                                   |                                                                   |         |         |       |                |
| IK                                                    | 16                              | Ilex glabra                       | Inkberry                                                          | 36"     | 15'-18" | FTB   |                |
| PL                                                    | 26                              | Prunus lauroserasis 'Otto Luyken' | Otto Luyken Cherry Laurel                                         | 36"     | 15'-18" | FTB   |                |
| TURF                                                  |                                 |                                   |                                                                   |         |         |       |                |
| SEED                                                  | Turf Mixture                    |                                   | Rebel III Turftype Fescue. Seed all disturbed areas @ 8# 1,000sf. |         |         |       |                |
| SOD                                                   | Rebel II Fine Bladed Fescue Sod |                                   | Install in all lawn areas.                                        |         |         |       |                |
| MISCELLANEOUS                                         |                                 |                                   |                                                                   |         |         |       |                |
|                                                       | Shredded Hardwood Bark Mulch    |                                   | Minimum 3" depth throughout.                                      |         |         |       |                |
| NOTES                                                 |                                 |                                   |                                                                   |         |         |       |                |
| FTB = Full To Base                                    |                                 |                                   |                                                                   |         |         |       |                |
| THE LANDSCAPE CONTRACTOR SHALL NOT MAKE SUBSTITUTIONS |                                 |                                   |                                                                   |         |         |       |                |

**GRAPHIC SCALE**  
(IN FEET)

Scale: 1" = 20'

**811**

Know what's below.  
Call before you dig.

OWNER OF RECORD  
HOWARD VARNEDOE  
7021 MAYFLOWER CIRCLE  
BRENTWOOD, TN 37027

APPLICANT  
T-SQUARE ENGINEERING  
701 WEST MAIN ST  
FRANKLIN, TN 37064  
615.678.8212

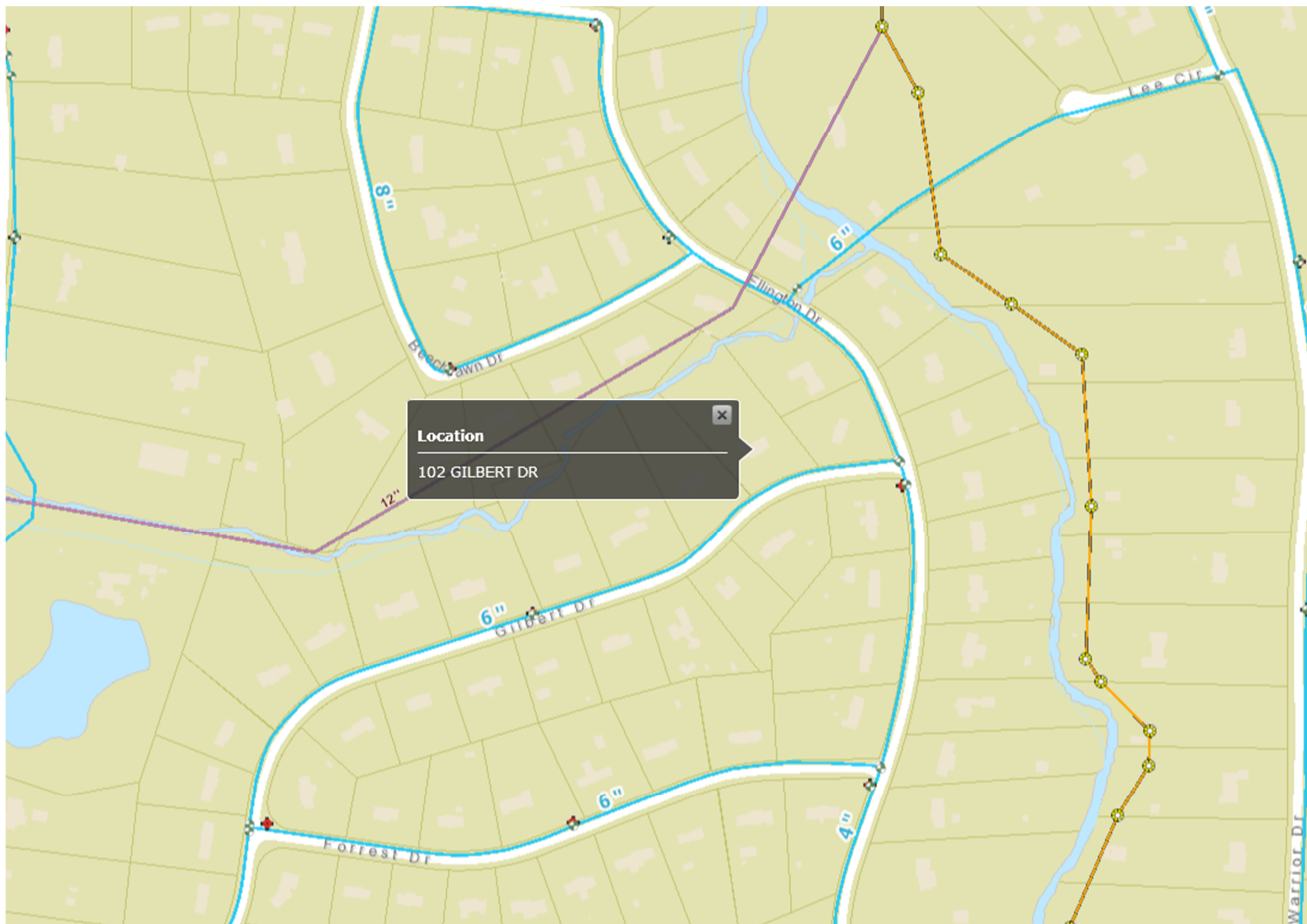
| REVISIONS                            |  | DATE    | NO. |
|--------------------------------------|--|---------|-----|
| REVISIONS PER CITY/OWNER COMMENTS    |  | 7/11/19 | 1   |
| REVISIONS PER CITY/OWNER COMMENTS    |  | 7/10/19 | 2   |
| REVISIONS PER TRAFFIC STUDY COMMENTS |  | 8/19/19 | 3   |

**LANDSCAPE PLAN**

1268 LEWISBURG PIKE  
WILLIAMSON COUNTY, TENNESSEE

8/27/19

**PROJECT**  
19-0111





## Request for Water and/or Sewer Availability & Associated Costs

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

| Type of Availability Requested:                                                                  |  | CHECK ALL THAT APPLY: <input type="checkbox"/> Water <input type="checkbox"/> Sewer                                                                                                                                   |  |
|--------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Project Name & Subdivision, Section, Lot #                                                       |  | Ellington Park Subdivision                                                                                                                                                                                            |  |
| Map & Parcel(s) #                                                                                |  | Map 106H 'E', Parcel 78.00                                                                                                                                                                                            |  |
| Property Address:                                                                                |  | 102 Gilbert Dr.                                                                                                                                                                                                       |  |
| City Project # (If Applicable)                                                                   |  | N/A                                                                                                                                                                                                                   |  |
| # of Dwelling Units (If Residential)                                                             |  | 1                                                                                                                                                                                                                     |  |
| Applicant's Name & Company                                                                       |  | Leean Luter                                                                                                                                                                                                           |  |
| Applicant's Address                                                                              |  | 102 Gilbert Dr.                                                                                                                                                                                                       |  |
| Applicant's Email & Phone #                                                                      |  | leean.luter@gmail.com (615) 347-8159                                                                                                                                                                                  |  |
| Anticipated Water Meter Size(s) (see chart on pg. 3).                                            |  | 3/4" meter                                                                                                                                                                                                            |  |
| Water District:                                                                                  |  | City of Franklin                                                                                                                                                                                                      |  |
| <b>Sewage Flow Calculations:</b> Use the City of Franklin projected flow examples sheet -pg.4    |  |                                                                                                                                                                                                                       |  |
| 1 SFUE                                                                                           |  |                                                                                                                                                                                                                       |  |
| use additional sheets as necessary                                                               |  |                                                                                                                                                                                                                       |  |
| Anticipated sewage flows: Information Required for Sewer Service                                 |  | 1 SFUE                                                                                                                                                                                                                |  |
| If County is requiring this request please indicate if you are requesting an approval or denial: |  | <input type="checkbox"/> DENY my Request <input checked="" type="checkbox"/> APPROVE my request<br><small>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</small> |  |

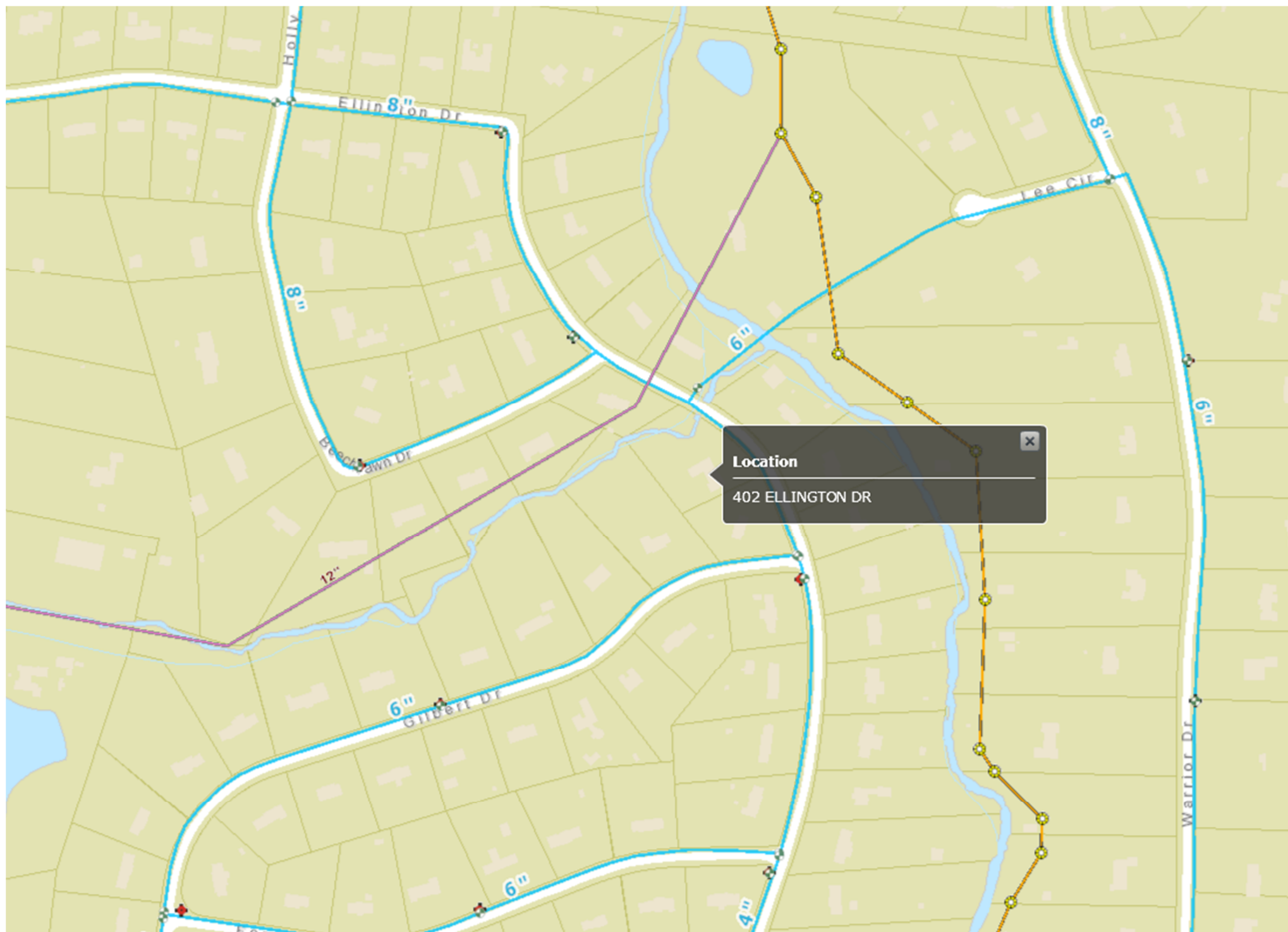
**MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)**

Email Application to: [availability@franklinton.gov](mailto:availability@franklinton.gov)

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

Date Submitted: 12/30/19







HISTORIC  
FRANKLIN  
TENNESSEE

## Request for Water and/or Sewer Availability & Associated Costs

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

| Type of Availability Requested:                                                                  |                                                                                                                                                                                             | CHECK ALL THAT APPLY: <input type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer |  |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--|
| Project Name & Subdivision, Section, Lot #                                                       |                                                                                                                                                                                             | Hen peck LANE Sanitary Sewer<br>Ellington Park, Section 2 Lot 24                               |  |
| Map & Parcel(s) #                                                                                |                                                                                                                                                                                             | Tax Map 106 H "C" Parcel 76-00                                                                 |  |
| Property Address:                                                                                |                                                                                                                                                                                             | 402 Ellington Drive, Franklin, TN 37064                                                        |  |
| City Project # (If Applicable)                                                                   |                                                                                                                                                                                             | H & D project #1082-05                                                                         |  |
| # of Dwelling Units (If Residential)                                                             |                                                                                                                                                                                             | 1                                                                                              |  |
| Applicant's Name & Company                                                                       |                                                                                                                                                                                             | Billy David AND Julie Kay Bender                                                               |  |
| Applicant's Address                                                                              |                                                                                                                                                                                             | 402 Ellington Drive, Franklin, TN. 37064                                                       |  |
| Applicant's Email & Phone #                                                                      |                                                                                                                                                                                             | julesbender09@aol.com 615/419-3235                                                             |  |
| Anticipated Water Meter Size(s) (see chart on pg. 3).                                            |                                                                                                                                                                                             | 3/4" meter                                                                                     |  |
| Water District:                                                                                  |                                                                                                                                                                                             | City of FRANKLIN                                                                               |  |
| Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4           |                                                                                                                                                                                             |                                                                                                |  |
| 1 SFUE                                                                                           |                                                                                                                                                                                             |                                                                                                |  |
| use additional sheets as necessary                                                               |                                                                                                                                                                                             |                                                                                                |  |
| Anticipated sewage flows: Information Required for Sewer Service                                 |                                                                                                                                                                                             | 1 SFUE                                                                                         |  |
| If County is requiring this request please indicate if you are requesting an approval or denial: | <input type="checkbox"/> DENY my Request <input type="checkbox"/> APPROVE my request<br>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial* |                                                                                                |  |

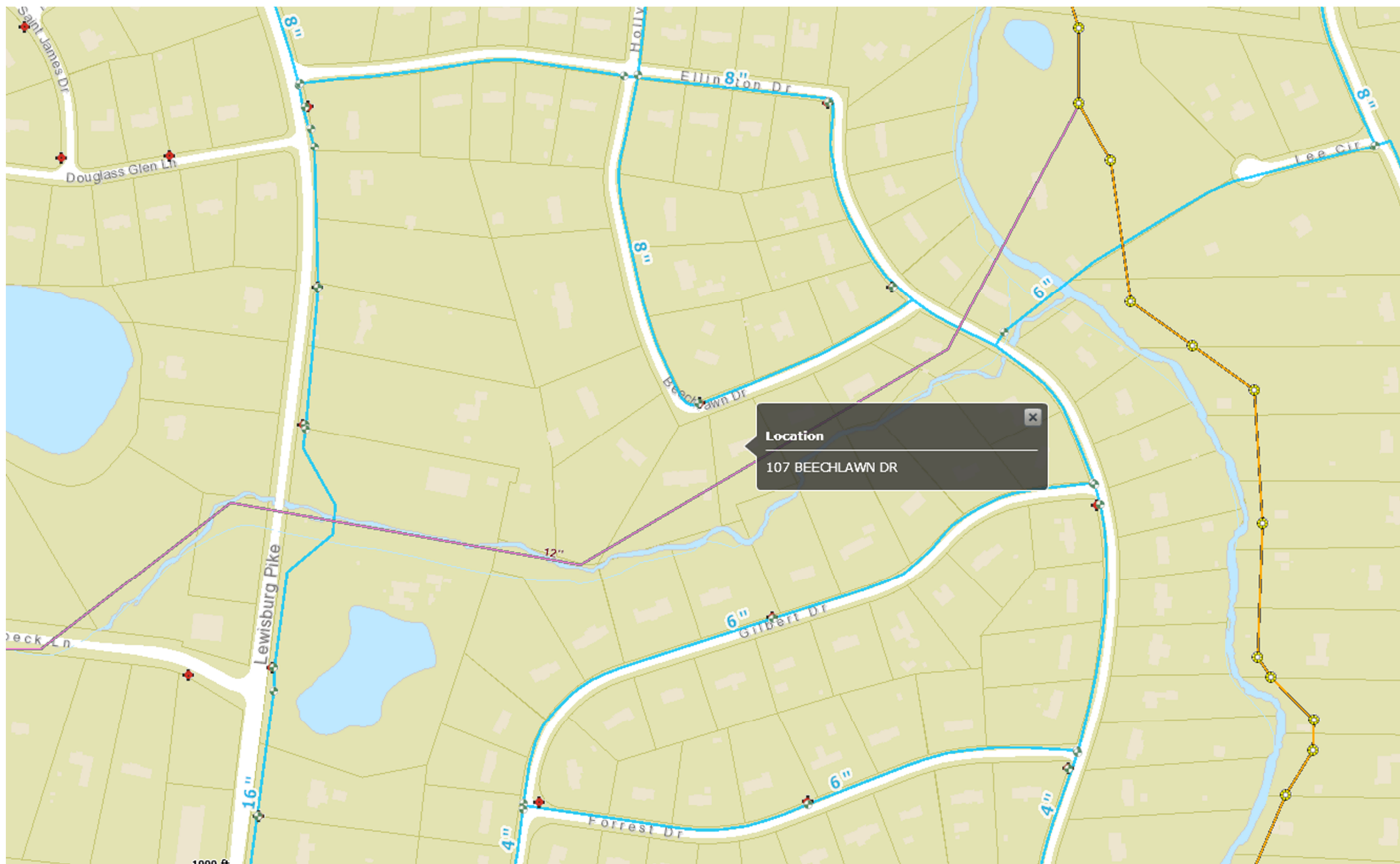
**MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)**

**Email Application to:** [availability@franklinton.gov](mailto:availability@franklinton.gov)

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

**Date Submitted:**

1/7/2020







# Request for Water and/or Sewer Availability & Associated Costs

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

| Type of Availability Requested:                                                                                                                                                                                                                           |                                                                                                                                                                                                               | CHECK ALL THAT APPLY: <input type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--|
| Project Name & Subdivision, Section, Lot #                                                                                                                                                                                                                | Henpeck Lane Sanitary Sewer<br>Ellington Park, Lot # 83                                                                                                                                                       |                                                                                                |  |
| Map & Parcel(s) #                                                                                                                                                                                                                                         | 106H "C" Parcel 61.00                                                                                                                                                                                         |                                                                                                |  |
| Property Address:                                                                                                                                                                                                                                         | 107 Beechlawn Drive Franklin, TN. 37064                                                                                                                                                                       |                                                                                                |  |
| City Project # (If Applicable)                                                                                                                                                                                                                            | N/A                                                                                                                                                                                                           |                                                                                                |  |
| # of Dwelling Units (If Residential)                                                                                                                                                                                                                      | 1                                                                                                                                                                                                             |                                                                                                |  |
| Applicant's Name & Company                                                                                                                                                                                                                                | Gary T. Barnes and Bonnie L. Barnes                                                                                                                                                                           |                                                                                                |  |
| Applicant's Address                                                                                                                                                                                                                                       | 107 Beechlawn Drive Franklin, TN. 37064                                                                                                                                                                       |                                                                                                |  |
| Applicant's Email & Phone #                                                                                                                                                                                                                               | bgbarnes@att.net                                                                                                                                                                                              |                                                                                                |  |
| Anticipated Water Meter Size(s) (see chart on pg. 3).                                                                                                                                                                                                     | 3/4"                                                                                                                                                                                                          |                                                                                                |  |
| Water District:                                                                                                                                                                                                                                           | City of Franklin                                                                                                                                                                                              |                                                                                                |  |
| <b>Sewage Flow Calculations:</b> Use the City of Franklin projected flow examples sheet -pg.4<br><div style="text-align: center; font-size: 2em;">1 SFUE</div> <div style="text-align: right; font-size: 0.8em;">use additional sheets as necessary</div> |                                                                                                                                                                                                               |                                                                                                |  |
| <b>Anticipated sewage flows:</b> Information Required for Sewer Service                                                                                                                                                                                   |                                                                                                                                                                                                               |                                                                                                |  |
| If County is requiring this request please indicate if you are requesting an approval or denial:                                                                                                                                                          | <input type="checkbox"/> DENY my Request <input checked="" type="checkbox"/> APPROVE my request<br><i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i> |                                                                                                |  |

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

**Email Application to:** [availability@franklintn.gov](mailto:availability@franklintn.gov)

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

**Date Submitted:** 12/30/19

## **REQUEST FOR CONSTRUCTION CONTRACT CHANGE CHANGE ORDER NO. 3**

---

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

Contract Number: 2017-0264  
Project Name: Water Reclamation Facility  
Modifications & Expansion

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### **Background**

The Board of Mayor and Alderman passed a resolution to award a contract on July 10, 2018 for the Franklin Water Reclamation Facility Modifications and Expansion Project to Kiewit Infrastructure South Co., (Kiewit), contingent upon approval by the State Revolving Fund (SRF) Program, which was received on August 23, 2018. The amount of the contract entered into by the City of Franklin and Kiewit was for \$132,890,000.00 (which included an Owner contingency of \$4,000,000). A substantial completion date of February 20, 2022, and a final completion date of May 26, 2022 were requirements in the contract.

The Franklin Water Reclamation Facility Modifications and Expansion Project included, among other scope, construction of a new headworks facility, an equalization basin, odor control systems, two ultraviolet disinfection systems, an alum storage and feed system, an electrical building, modifications to the biological nutrient removal facilities, the reclaimed water pump station, return sludge pump station and RAS/WAS pump station, construction of a new solids treatment system, upgrades to the instrumentation and control system, installation of new yard piping and demolition.

### **Reason for Change Order:**

During the course of the project to date, the need for various changes to Kiewit's scope became apparent to include work not captured in the original contract, changes due to alternate items of equipment proposed by Kiewit, or to realize savings to the City of Franklin. Those changes were memorialized in Construction Change Authorizations (CCAs), Contractor Change Proposals (CPs) or responses to Requests for Proposal (RFPs) as shown on Attachment A. The specific language of the scope changes is detailed in the CCA/CP/RFP documents

### **Attachments (List documents supporting change):**

Attachment A – CCA/RFP/CP Summary Sheet  
CCAs-9, 12 and 20, RFI 41 with combined Contractor proposal  
CCA-22 with Contractor proposal  
CCA-26 with Contractor proposal  
RFP-4 and Contractor proposal  
CP-3 with RFI 21  
CP-9 with RFI 80  
CP-10

| CHANGE IN CONTRACT PRICE:                                         |                  |
|-------------------------------------------------------------------|------------------|
| Original Contract Price:                                          | \$132,890,000.00 |
| Net Increase in Contract Price<br>From Previous Change<br>Orders: | \$174,085.00     |
| Contract Price Prior to This<br>Change Order:                     | \$133,064,085.00 |
| Net Increase or <Decrease> of<br>This Change Order:               | (\$87,064.00)    |
| Contract Price with All<br>Approved Change Orders:                | \$132,977,021.00 |

| CHANGE IN CONTRACT TIMES                       |           |
|------------------------------------------------|-----------|
| Original Contract Times                        |           |
| Substantial Completion Date                    | 2/20/2022 |
| Final Completion Date                          | 5/26/2022 |
| Net Change From Previous Change Orders         |           |
| Substantial Completion                         | 0 Days    |
| Final Completion                               | 0 Days    |
| Contract Times Prior to This Change            |           |
| Substantial Completion Date                    | 2/20/2022 |
| Final Completion Date                          | 5/26/2022 |
| Increase in Time This Change Order             |           |
| Substantial Completion                         | -0- Days  |
| Final Completion                               | -0- Days  |
| Contract Times with All Approved Change Orders |           |
| Substantial Completion Date                    | 2/20/2022 |
| Final Completion Date                          | 5/26/2022 |

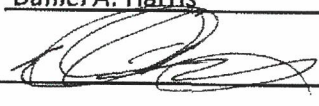


Now, Therefore, Kiewit Infrastructure South Co., hereby agrees to this Change Order, consisting of the above mentioned schedule changes, and agrees that this Change Order is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remains in full force and effect, except in so far as specifically modified by this Change Order.

**RECOMMENDED FOR APPROVAL BY:**

ENGINEER

Name: Daniel A. Harris

Signature: 

Date: 1/24/20

CITY PROJECT MANAGER

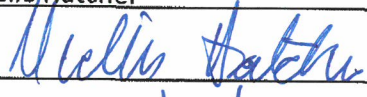
Name: Brian Goodwin

Signature: 

Date: 02/21/2020

CITY WATER MANAGEMENT DIRECTOR

Name: Michelle Hatcher

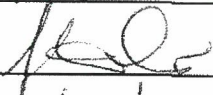
Signature: 

Date: 2/24/20

**ACCEPTED BY CONTRACTOR:**

Name: Steve Davis

Title: Project Manager

Signature: 

Date: 2/21/20

**APPROVED BY OWNER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

### CCA/RFP/CP Summary

| CCA Number                           | RFP Number | CP Number | Description                                 | Cost            | Time Extension | Date Sent to SRF for Review | Date Approved by SRF |
|--------------------------------------|------------|-----------|---------------------------------------------|-----------------|----------------|-----------------------------|----------------------|
| 9                                    |            |           | Remote HVAC Indication                      | \$ -            | 0              | 12/9/2019                   | 12/20/2019           |
| 12                                   |            |           | Equalization Tank finished grade revisions  | \$ -            | 0              | 7/18/2019                   | 7/29/2019            |
| 20                                   |            |           | Waste gas burner flame CP revisions         | \$ -            | 0              | 8/14/2019                   | 8/14/2019            |
| 22                                   |            |           | Delete combustible gas monitor AE/AIT-450   | \$ (1,754.00)   | 0              | 8/21/2019                   | 10/30/2019           |
| 26                                   |            |           | Revised Headworks hatch dimensions          | \$ 5,120.00     | 0              | 9/16/2019                   | 11/1/2019            |
|                                      | 4          |           | Jet mixing system revisions                 | \$ (27,471.00)  | 0              | 9/11/2019                   | 9/11/2019            |
|                                      |            | 3         | Fabricated softened water tanks             | \$ (71,014.00)  | 0              | 10/1/2019                   | 10/1/2019            |
|                                      |            | 9         | Auxiliary power & controls to CHP generator | \$ 19,910.00    | 0              | 12/9/2019                   | 12/20/2019           |
|                                      |            | 10        | CROM warranty revisions and credits         | \$ (11,855.00)  | 0              | 11/8/2019                   | 1/24/20              |
| Total Change                         |            |           |                                             | \$ (87,064.00)  |                |                             |                      |
| Owner's Contingency Amount           |            |           |                                             | \$ 4,000,000.00 |                |                             |                      |
| Remaining Owner's Contingency        |            |           |                                             | \$ 4,000,000.00 |                |                             |                      |
| Total Time Extension (Calendar Days) |            |           |                                             |                 | 0              |                             |                      |

## CONSTRUCTION CHANGE AUTHORIZATION

**TO:** Mr. Steve Davis  
Project Manager  
Kiewit Water Facilities South  
4405 International Blvd., NW,  
Suite C-101  
Norcross, Georgia 30093  
(770) 940-8044

**FROM:** CDM Smith  
210 25<sup>th</sup> Ave. N.  
Suite 1102  
Nashville, TN 37203  
(615) 320-3161

**DATE:** May 3, 2019

**PROJECT:** City of Franklin, Tennessee  
Franklin WRF Modifications & Expansion Project

**CCA NUMBER:** 009 **CDM SMITH PROJ. NO.:** 14915-231666

**SUBJECT:** HVAC Remote Indication **CITY PROJECT NO.:** 2017-0264

**REFERENCE:** N/A

**DESCRIPTION:** Sheets H-3, H-9, H-11, H-14 and H-15 show remote indication of ventilation failure signals from affected ATC panels, but these signals were not shown on I&C drawings. Sheets I-14, I-19, I-24, I-25, I-44 and I-55 attached hereto are amended to reflect these signals.

CDM SMITH:

By: \_\_\_\_\_

Date: \_\_\_\_\_

  
1/15/20

CONTRACTOR:

By: \_\_\_\_\_

Date: \_\_\_\_\_

  
1/15/2020

City of Franklin:

By: \_\_\_\_\_

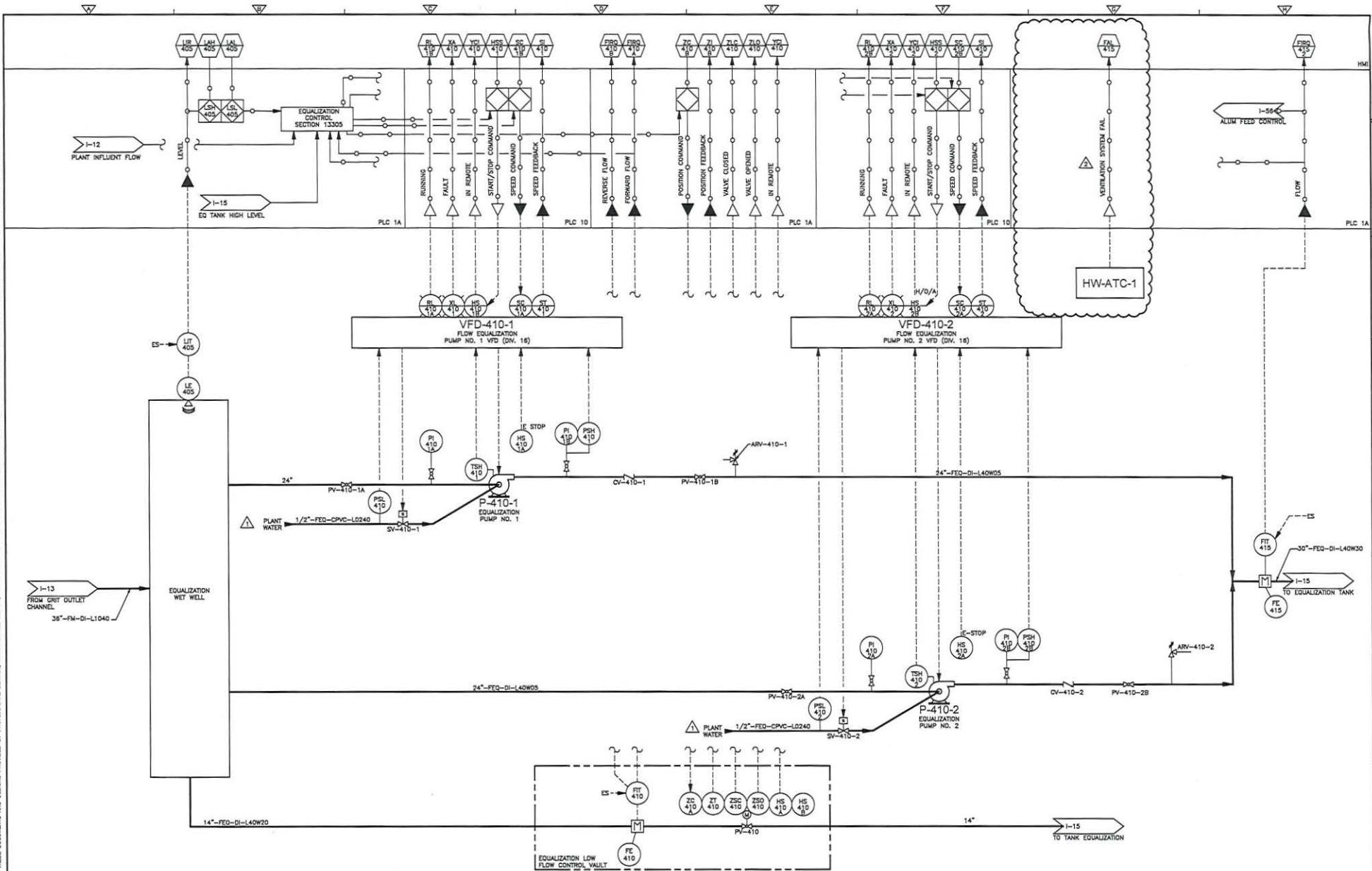
Date: \_\_\_\_\_

  
1/15/20



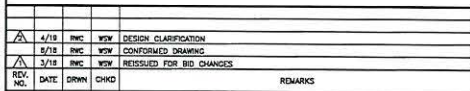
NOTES: (PAGE 4 OF 4)  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN, TENNESSEE, STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN, TENNESSEE, STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN, TENNESSEE, STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.

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|                                                                                     |      |      |      |                            |                            |                                                                                      |                                                                                                                  |                                                                |                                                                              |
|-------------------------------------------------------------------------------------|------|------|------|----------------------------|----------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------------|
|                                                                                     |      |      |      |                            | DESIGNED BY: M. WHITWORTH  |  | CITY OF FRANKLIN, TENNESSEE<br>FRANKLIN WRF<br>MODIFICATIONS AND EXPANSION PROJECT<br>COF CONTRACT NO. 2017-0264 | PROCESS AND INSTRUMENTATION DIAGRAM<br>FLOW EQUALIZATION PUMPS | PROJECT NO 14915-00594-WRF<br>FILE NAME: 1014PID_DC.DWG<br>SHEET NO.<br>I-14 |
|  | 4/18 | RNC  | WV   | DESIGN CLARIFICATION       | DRAWN BY: N. MULLIN        |                                                                                      |                                                                                                                  |                                                                |                                                                              |
|  | 5/18 | RNC  | WV   | CONFORMED DRAWING          | SHEET CHECKED BY: S. UBERT |                                                                                      |                                                                                                                  |                                                                |                                                                              |
|  | 3/18 | RNC  | WV   | REDESIGNED FOR BID CHANGES | CHECKED BY: J. LIND        |                                                                                      |                                                                                                                  |                                                                |                                                                              |
| REV. NO.                                                                            | DATE | DRWN | CHKD | REMARKS                    | APPROVED BY: M. WHITWORTH  | Franklin, TN 37053<br>Tel: (615) 320-5161                                            |                                                                                                                  |                                                                |                                                                              |
|                                                                                     |      |      |      |                            | DATE: APRIL 2018           |                                                                                      |                                                                                                                  |                                                                |                                                                              |

CONFORMED DRAWING - AUGUST 2018

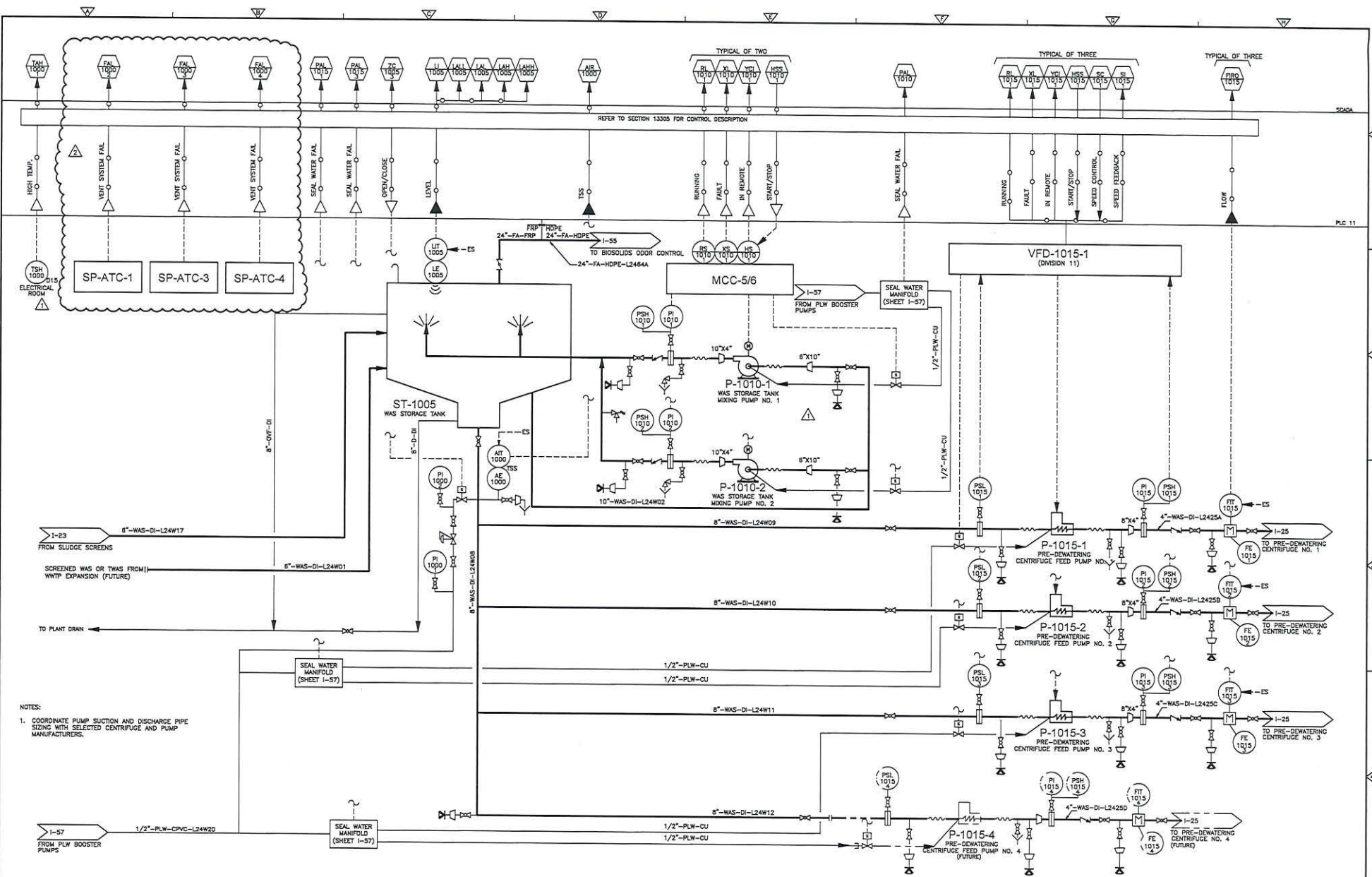


**CDM  
Smith**  
Parkview Towers  
210 25th Avenue North, Suite 1102  
Nashville, TN 37203  
Tel: (615) 370-3561

|                            |
|----------------------------|
| PROJECT NO 14915-06594-WRF |
| FILE NAME: I019PIDL_DC.DWG |
| SHEET NO.                  |
| I-19                       |

WWS: [CDM-2448] Image: [ ]  
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|      |      |      |                          |                          |                   |                          |                        |                          |                  |
|------|------|------|--------------------------|--------------------------|-------------------|--------------------------|------------------------|--------------------------|------------------|
| DATE | DRWN | CHKD | RDMSKS                   | DESIGNED BY: W. WHITMORE | DRWN BY: M. RADNA | SHEET CHKD BY: S. MARIAN | CHKD CHKD BY: D. LURIE | APPROVED BY: W. WHITMORE | DATE: APRIL 2018 |
| 4/18 | WWS  | WWS  | DESIGN CLARIFICATION     |                          |                   |                          |                        |                          |                  |
| 5/18 | WWS  | WWS  | CONFORMED DRAWING        |                          |                   |                          |                        |                          |                  |
| 5/18 | WWS  | WWS  | REISSUED FOR BID CHANGES |                          |                   |                          |                        |                          |                  |

**CDM Smith**  
Franklin, Tennessee  
210 220 American North, Suite 3102  
Nashville, TN 37203  
Tel: (615) 220-3101

CITY OF FRANKLIN, TENNESSEE  
FRANKLIN WRF  
MODIFICATIONS AND EXPANSION PROJECT  
COF CONTRACT NO. 2017-0264

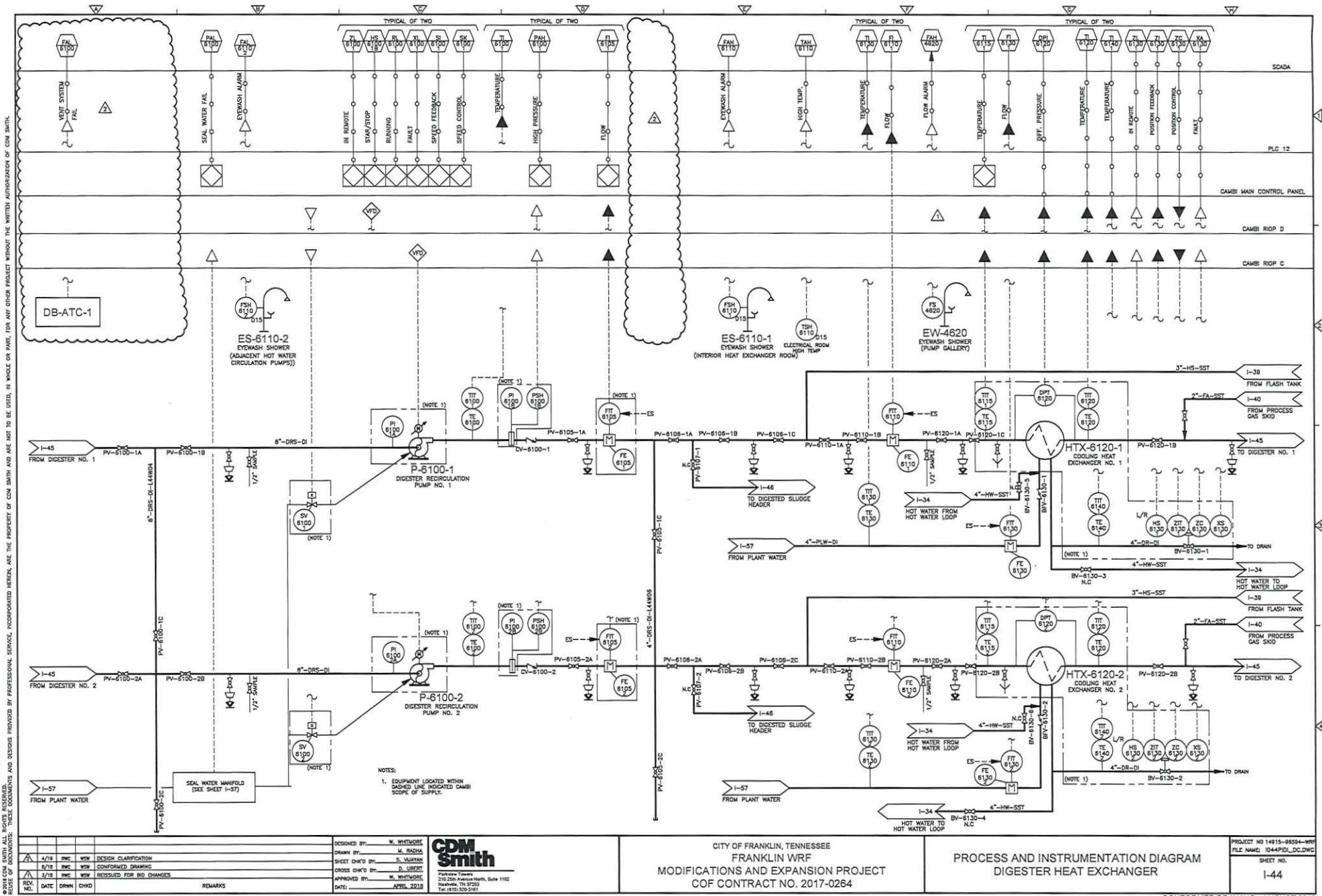
PROCESS AND INSTRUMENTATION DIAGRAM  
WAS STORAGE, MIXING AND  
PRE-DEWATERING CENTRIFUGE FEED PUMPS

PROJECT NO 14015-00304-WRF  
FILE NAME: I024PIDI\_DC.DWG  
SHEET NO.  
I-24





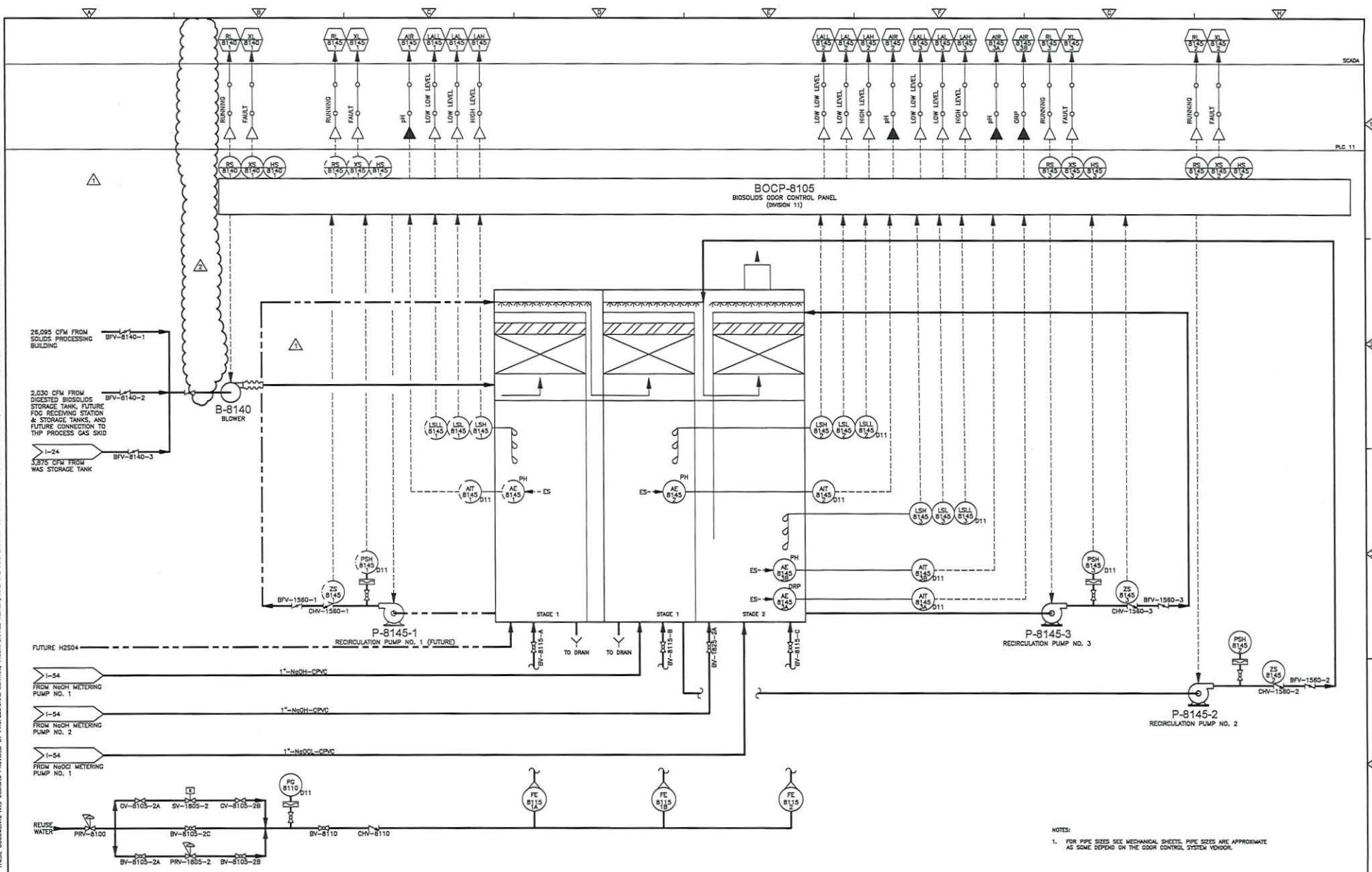
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XREF: (CONS. 243) Images: [ ]  
Created by: CDM Smith, Inc. 7/17/2018 11:11:30 AM  
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NOTES:  
1. FOR PIPE SIZES SEE MECHANICAL SHEETS. PIPE SIZES ARE APPROXIMATE AS SOME DEPEND ON THE ODOR CONTROL SYSTEM VENDOR.

| REV. | DATE | DRWN | CHKD | REMARKS                    |
|------|------|------|------|----------------------------|
| 1    | 4/18 | WCM  | WCM  | DESIGN CLARIFICATION       |
| 2    | 6/18 | WCM  | WCM  | CONFORMED DRAWING          |
| 3    | 8/18 | WCM  | WCM  | REDESIGNED FOR BIO CHANGES |

DESIGNED BY: W. WHITMORE  
DRAWN BY: A. LEVY-MOAL  
SHEET CHECKED BY: D. JURET  
CROSS CHECKED BY: W. WHITMORE  
APPROVED BY: W. WHITMORE  
DATE: APRIL 2018



CITY OF FRANKLIN, TENNESSEE  
FRANKLIN WRF  
MODIFICATIONS AND EXPANSION PROJECT  
COF CONTRACT NO. 2017-0264

PROCESS AND INSTRUMENTATION DIAGRAM  
BIOSOLIDS ODOR CONTROL  
(SHEET 2 OF 2)

PROJECT NO. 14915-95504-WRF  
FILE NAME: 1055PID1\_OC.DWG  
SHEET NO. I-55

CONFORMED DRAWING - AUGUST 2018



## CONSTRUCTION CHANGE AUTHORIZATION

**TO:** Mr. Steve Davis  
Project Manager  
Kiewit Water Facilities South  
4405 International Blvd., NW,  
Suite C-101  
Norcross, Georgia 30093  
(770) 940-8044

**FROM:** CDM Smith  
210 25<sup>th</sup> Ave. N.  
Suite 1102  
Nashville, TN 37203  
(615) 320-3161

**DATE:** July 18, 2019

**PROJECT:** City of Franklin, Tennessee  
Franklin WRF Modifications & Expansion Project

**CCA  
NUMBER:** 012

**CDM SMITH PROJ. NO.:** 14915-231666

**SUBJECT:** Equalization Tank

**CITY PROJECT NO.:** 2017-0264

**REFERENCE:** (See Below)

**DESCRIPTION:** Revise finished grades at the Equalization Tank as shown on Sh. C-28 and C-29(rev.) attached to accommodate locations of access doors.

CDM SMITH:

By: 

Date: 1/15/20

CONTRACTOR:

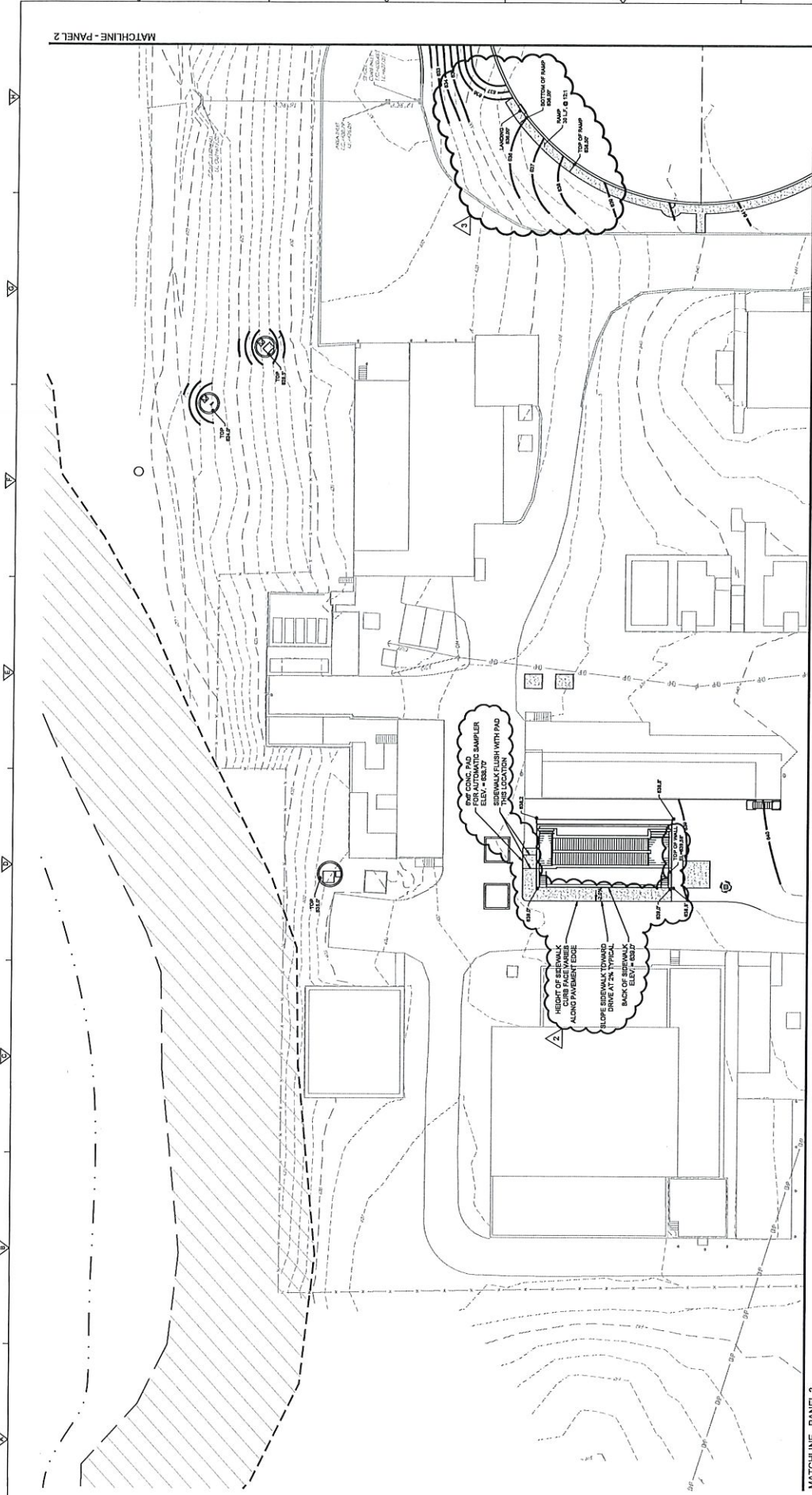
By: 

Date: 1/15/2020

City of Franklin:

By: 

Date: 1/15/20



REFER TO PLAN SHEET C-1 FOR  
GENERAL GRADING & DRAINAGE  
NOTES & LEGEND.

| REVISIONS |          | DATE     | BY  | CHKD | REMARKS                                   |
|-----------|----------|----------|-----|------|-------------------------------------------|
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| 74        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 74  |
| 75        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 75  |
| 76        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 76  |
| 77        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 77  |
| 78        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 78  |
| 79        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 79  |
| 80        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 80  |
| 81        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 81  |
| 82        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 82  |
| 83        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 83  |
| 84        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 84  |
| 85        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 85  |
| 86        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 86  |
| 87        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 87  |
| 88        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 88  |
| 89        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 89  |
| 90        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 90  |
| 91        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 91  |
| 92        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 92  |
| 93        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 93  |
| 94        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 94  |
| 95        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 95  |
| 96        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 96  |
| 97        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 97  |
| 98        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 98  |
| 99        | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 99  |
| 100       | 10/18/18 | 10/18/18 | SPN | CHD  | CONSTRUCTION CHANGE AUTHORIZATION NO. 100 |

PROJECT NO. 1618-0000-0000  
FILE NAME: CDE\_JUNE\_CHI  
SHEET NO. C-28  
CITY OF FRANKLIN, TENNESSEE  
WATER RECLAMATION FACILITY  
MODIFICATIONS AND EXPANSION PROJECT  
COF CONTRACT NO. 2017-0284  
CDM Smith  
207 Franklin Drive  
Franklin, TN 37067  
TEL: 615 320-1101  
FAX: 615 320-1101  
APRIL 2018  
DESIGNED BY: TLM  
DRAWN BY: TLM  
CHECKED BY: SPN  
APPROVED BY: T. HANSEN  
DATE: APRIL 2018





## CONSTRUCTION CHANGE AUTHORIZATION

**TO:** Mr. Steve Davis  
Project Manager  
Kiewit Water Facilities South  
4405 International Blvd., NW,  
Suite C-101  
Norcross, Georgia 30093  
(770) 940-8044

**FROM:** CDM Smith  
210 25<sup>th</sup> Ave. N.  
Suite 1102  
Nashville, TN 37203  
(615) 320-3161

**DATE:** August 14, 2019

**PROJECT:** City of Franklin, Tennessee  
Franklin WRF Modifications & Expansion Project

**CCA** 20  
**NUMBER:**

CDM SMITH PROJ. NO.: 14915-231666

**SUBJECT:** Waste Gas Burner  
Flame Control Panel

**CITY PROJECT NO.:** 2017-0264

**REFERENCE:** (See Below)

**DESCRIPTION:** The submitted flame control panel (CP-6300) for the waste gas burner requires a 120V 1P power supply rather than 480V 3P shown on Sh. E-35. Provide a 20A, 120 volt single phase power supply from Panelboard LP-7 located in the Electrical Room at the Digester Building to the CP-6300 in lieu of a 480 volt 3-phase power supply from MCC-8. Delete the 1 ½" C., 3#4 & 1#8G feeder from MCC-8 to CP-6300 (Flame Control Panel). The 70A/3P circuit breaker in MCC-8 will remain as a Spare. Add a 1"C., 2#6 & 1#8G feeder from Panelboard LP-7 to CP-6300. Use a spare 20A/1P circuit breaker in Panelboard LP-7.

CDM SMITH:

By: 

Date: 1/15/20

CONTRACTOR:

By: [Signature]

Date: 1/15/2020

City of Franklin:

By: Nella, Hohen

Date: 11/3/20



# Request For Information

**RFI Reference No: KIEWIT-RFI-000041**  
Status: RESP RECD

---

**For Action:** Michael Sheston, Kiewit  
Steve Davis, Kiewit  
Dan Harris, CDM Smith  
Jon Allen, CDM Smith

**For Info:** Tom Lamb, CDM Smith  
Jim Townsend, CDM Smith  
Brian Goodwin, City of Franklin  
Michelle Hatcher, City of Franklin  
Neena Bilbo, City of Franklin  
Abibat Ahmed, Kiewit  
Stephen Reid, Kiewit

**Project:** Franklin WRF Modification and Expansion Project

**Subject:** **Huber - Stain presses level signal transmitted and operation method**

---

Our manufacturer, Huber Technologies Inc., would like to request clarification on the control panel level signal for the stain press equipment, Section 11335 and 13305. Please see the attached document for additional comments.

Attachments: RFI 041 - HUBER Strainpresses Level Signal Transmittal and Operation Method.htm  
RFI 041 - HUBER Strainpresses Level Signal Transmittal and Operation Method.pdf

**Discipline:** WWEQP

**Area:** MULTI-AREA

**Location:** GEN

**Proposed Solution:**

As per Huber concerns to Section 13305-3.03.A.3.e.1; that the Strain presses and WAS pumps shall shut down if a WAS storage tank High-High level signal is received. Please specify if level signal should be via Ethernet or Hardware. Please advise if strain presses should stop or go on off-delay upon receiving signal.

**Specification Reference:** 11336 - Pressurized Solids Screening Systems

**Drawing Reference:** I-3, I-23, E-27

**Related RFI No(s):**

**Schedule Impact:**

**Cost Impact:**

**Priority:** M - Medium

**Originator's Reference No :**

**Alt. Reference Number:**

**Response Required By:** 20 March 2019

RFI by: Abibat Ahmed, Kiewit  
 Created By: Michael Sheston, Kiewit  
 Last Edited By:

On: 05 March 2019  
 On: 05 March 2019, 04:55:14 PM -06:00  
 On:

**01 - Engineer / Owner Comments**

Upon high-high level in the WAS storage tank (I-24, Loop 1005), the sludge screens (I-23, Loop 1000) should do a normal shutdown, subject to the Strainpress Off Delay Time. This delay time should be determined by Huber. The high-high level signal should be transmitted via Ethernet. The 1"C., 2-2/C#16SH and 1"C., 12#14 & 1#12G from the CP to PLC-11 as shown on E-27 and E-30 can be replaced with just a 1"C., CAT 6 ETHERNET CABLE.

Engineer / Owner Comments by: Scott Whitmore, CDM Smith  
 Created By: Jon Allen, CDM Smith  
 Last Edited By: Jon Allen, CDM Smith

On: 11 March 2019  
 On: 11 March 2019, 11:42:37 AM -05:00  
 On: 11 March 2019, 11:42:37 AM -05:00

**02 - Response Received / Closeout**

Response Received / Closeout by:  
 Created By:  
 Last Edited By:

On:  
 On:  
 On:





# Kiewit

Kiewit Infrastructure South Co.  
4800 North Point Parkway  
Suite 100  
Alpharetta, GA 30022

October 30, 2019

To: Attn: Mr. Dan Harris

CCA-KIEWIT-00010.00

CDM Smith, Inc.  
210 25<sup>th</sup> Avenue North  
Suite 1102  
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project  
COF Contract No. 2017-0264

Subject: Construction Change Authorization No. 007 – Valve Tagging  
Construction Change Authorization No. 009 – HVAC Remote Indication  
Construction Change Authorization No. 012 – Equalization Tank  
Construction Change Authorization No. 020 – Waste Gas Burner Flame Control Panel  
Request for Information No. 041 – Huber Stain Presses Level Signal Transmitted and Operation Method

Dear Mr. Harris,

Kiewit is hereby providing confirmation that the above referenced Construction Change Authorizations (CCA's) and Request for Information (RFI) are NO COST CHANGES.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis  
Project Manager

cc: File  
Michelle Hatcher  
Brian Goodwin

## CONSTRUCTION CHANGE AUTHORIZATION

**TO:** Mr. Steve Davis  
Project Manager  
Kiewit Water Facilities South  
4405 International Blvd., NW,  
Suite C-101  
Norcross, Georgia 30093  
(770) 940-8044

**FROM:** CDM Smith  
210 25<sup>th</sup> Ave. N.  
Suite 1102  
Nashville, TN 37203  
(615) 320-3161

**DATE:** August 21, 2019

**PROJECT:** City of Franklin, Tennessee  
Franklin WRF Modifications & Expansion Project

CCA NUMBER: 22

CDM SMITH PROJ. NO.: 14915-231666

**SUBJECT:** Combustible Gas Monitor

**CITY PROJECT NO.:** 2017-0264

**REFERENCE:** (See Below)

**DESCRIPTION:** Per Engineer's response to RFI No. 131 (att.), delete combustible gas detector AE/AIT-450 and associated wiring, provide a credit proposal for Owner review.

CDM SMITH:

By: [Signature]  
Date: 1/15/20

CONTRACTOR:

By: \_\_\_\_\_  
Date: 1/15/2020

City of Franklin;

By: Nella Tubkin  
Date: 11/3/20



# Request For Information

**RFI Reference No: KIEWIT-RFI-000131**  
Status: RESP RECD

**For Action:** Michael Sheston, Kiewit  
Steve Davis, Kiewit  
Dan Harris, CDM Smith  
Jon Allen, CDM Smith

**For Info:** Tom Lamb, CDM Smith  
Jim Townsend, CDM Smith  
Brian Goodwin, City of Franklin  
Michelle Hatcher, City of Franklin  
Neena Bilbo, City of Franklin  
Susan Hagen, Kiewit  
Corbin Coker, Kiewit  
Tim Roberson, Wayne J. Griffin  
Sarah Moore, Wayne J. Griffin  
Nick Young, Wayne J. Griffin  
Jonathan Johnson, Control Instruments, Inc.

**Project:** Franklin WRF Modification and Expansion Project

**Subject:** **Combustible Gas Detectors AIT 155-5 & 450**

Spec Section 13340, 2.22.D. lists AE/AIT 155-5 (Grit Outlet Channel) and AE/AIT 450 (EQ Odor Control). AE/AIT 155-5 is not shown on I-13, E-60 or 61. AE/AIT 450 is shown on I-17 but not on E-79. Please clarify location of these detectors.

**Attachments:** Combustible Gas Detectors AIT 155-5 & 450.htm  
RFI131 - Combustible Gas Detectors AIT 155-5 450.pdf

**Discipline:** E&I

**Area:** MULTI-AREA

**Location:** NEW

**Proposed Solution:**

**Specification Reference:** 13340 - Instrumentation and Controls – Instruments

**Drawing Reference:** I-13 & 17, E-60, 61, 79

**Related RFI No(s):**

**Schedule Impact:**

**Cost Impact:**

**Priority:** M - Medium

**Originator's Reference No :**

**Alt. Reference Number:**



**Response Required By: 15 August 2019**

RFI by: Corbin Coker, Kiewit

On: 01 August 2019

Created By: Corbin Coker, Kiewit

On: 01 August 2019, 11:23:53 AM  
-05:00

Last Edited By:

On:

---

**01 - Engineer / Owner Comments**

See attached Electrical Drawing E-61 with the location of combustible gas detector AE/AIT-155-5. The AE sensor shall be located in the grit channel space below the 2' x 2' hatch. Use Circuit #37, Spare 20A/1P circuit breaker, in Panelboard LP-HW.

The combustible gas detector (AE/AIT-450) is not required at the Equalization Odor Control in accordance with the NFPA 820 hazardous area classification sited on Electrical Drawing E-79. Provide credit proposal for removal of combustible gas detector.

Attachments: Drawing E-61 (attachment to RFI 131 Response).pdf

Engineer / Owner  
Comments by: John Sanchez, CDM Smith

On: 20 August 2019

Created By: Jon Allen, CDM Smith

On: 20 August 2019, 03:37:25 PM  
-05:00

Last Edited By: Jon Allen, CDM Smith

On: 20 August 2019, 03:37:25 PM  
-05:00

---

**02 - Response Received / Closeout**Response  
Received / Closeout  
by:

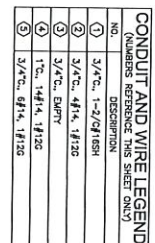
On:

Created By:

On:

Last Edited By:

On:



**NOTE:**

1. NOT ALL EXPLOSION PROOF CONDUIT SEAL FITTINGS SHOWN. PROVIDE EXPLOSION PROOF CONDUIT SEAL FITTINGS PER NEC FOR THE NOTED CLASSIFIED AREA.



# Kiewit

Kiewit Infrastructure South Co.  
4800 North Point Parkway, Suite 100  
Alpharetta, GA 30022

October 28, 2019

To: Attn: Mr. Dan Harris

CCA-KIEWIT-00009.00

CDM Smith, Inc.  
210 25<sup>th</sup> Avenue North  
Suite 1102  
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project  
COF Contract No. 2017-0264

Subject: RE. CCA 022 – Delete Combustible Gas Monitor AE/AIT-450

Dear Mr. Harris,

Attached you will find Kiewit's credit proposal for **CCA 022 – Delete Combustible Gas Monitor AE/AIT-450**. Kiewit offers a credit of **One Thousand Seven Hundred Fifty-Four Dollars (\$1,754.00)**.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis  
Project Manager

cc: File  
Michelle Hatcher





PCO NO.:

PREPARED BY: Michael Sheston

| DESCRIPTION                                                                                                                                      | QTY  | UNIT | MH Per Unit | Total MH | DIRECT LABOR |            | INDIRECT LABOR |            | MATERIAL  |            | CONST. EQUIPMENT |            | SUBCONTRACT   |               | OTHER     |            | TOTAL AMOUNT  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-------------|----------|--------------|------------|----------------|------------|-----------|------------|------------------|------------|---------------|---------------|-----------|------------|---------------|
|                                                                                                                                                  |      |      |             |          | Unit Cost    | Total Cost | Unit Cost      | Total Cost | Unit Cost | Total Cost | Unit Cost        | Total Cost | Unit Cost     | Total Cost    | Unit Cost | Total Cost |               |
| <b>CCA 022 - Combustible Gas Monitor</b>                                                                                                         |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
| Control Instruments, Inc.                                                                                                                        |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
| Delete Combustible Gas Detector AE/AIT-450                                                                                                       | 1.00 |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ (1,670.00) | \$ (1,670.00) | \$ -      |            | \$ (1,670.00) |
| Wayne J. Griffin Electric Inc.                                                                                                                   |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
| Associated wiring                                                                                                                                | 1.00 |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
| <b>OTHER</b>                                                                                                                                     |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
| STS - small tools, consumables, safety equip, (5% of direct labor, plus 9.75% sales tax:<br>Formula = Total Direct Labor Subtotal *.05 * 1.0925) | 1    | MHR  |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
|                                                                                                                                                  |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ -          |               | \$ -      |            | \$ -          |
| <b>TAX: (9.75% of Material, Equipment, Other)</b>                                                                                                |      |      |             |          |              |            |                |            |           |            |                  |            |               |               |           |            | \$ -          |
| <b>BOND (2% of total)</b>                                                                                                                        |      |      |             |          |              |            |                |            |           |            |                  |            |               |               |           |            | \$ -          |
| <b>SUBTOTALS</b>                                                                                                                                 |      |      |             |          | \$ -         |            | \$ -           |            | \$ -      |            | \$ -             |            | \$ (1,670.00) |               | \$ -      |            | \$ (1,670.00) |
| <b>MARKUP %</b>                                                                                                                                  |      |      |             |          | 15.00%       |            | 15.00%         |            | 15.00%    |            | 15.00%           |            | 5.00%         |               | 15.00%    |            | \$ (83.50)    |
| <b>SUBTOTALS WITH MARKUPS APPLIED</b>                                                                                                            |      |      |             |          |              |            |                |            |           |            |                  |            | \$-1,753.50   |               |           |            | \$-1,753.50   |
| <b>BOND</b>                                                                                                                                      |      |      |             |          |              |            |                |            |           |            |                  |            |               |               |           |            |               |
| <b>TOTAL</b>                                                                                                                                     |      |      |             |          |              |            |                |            |           |            |                  |            |               |               |           |            | \$-1,754.00   |



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FLORIDA OPERATIONS OFFICE:  
23 DILLINGHAM AVENUE, STE. A  
KISSIMMEE, FL 34741  
PHONE: 404/351-1085

FIELD OFFICES: Georgia  
Florida  
Tennessee

August 28, 2019

Kiewit Infrastructure South Co.  
4405 International Blvd, NW  
Suite C-101  
Norcross, GA 30093

Attn: Corbin Coker

PROJECT: FRANKLIN WRF MODIFICATIONS & EXPANSION PROJECT  
OWNER: CITY OF FRANKLIN, TN  
ENGINEER: CDM SMITH, INC.  
CONTRACT: 103925-SC-004  
KIEWIT JOB NO.: 103925  
C2i JOB NO: 09181015

Subject: Deletion of Gas Detector AE/AIT-450

Dear Corbin,

As requested C2i can offer a credit of \$1,670.00 for the deletion of the Combustible Gas Detector AE/AIT-450.

If you have any questions, please let us know.

Sincerely,

Mark G. Healey  
CONTROL INSTRUMENTS, INC./C2i  
MGH/dd

Cc: Jonathon Johnson, Sue Adams – C2i

| Ln# | Item                                                                                                                                                                                                                             | Qty   | Price      | Ext. Price  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|-------------|
| 5   | 4544371<br>Draeger 8344500 - Consisting of: Base Transmitter: 4544371<br>Polytron 5310, d A relay Aluminum body with relays, IR Stick<br>sensor included; Housing material: Aluminum; Relay<br>configuration: With Alarm Relays. | 10.00 | \$1,617.00 | \$16,170.00 |



**Steven.Davis1**

---

**From:** Timothy Roberson <troberson@WJGEI.com>  
**Sent:** Tuesday, August 27, 2019 2:45 PM  
**To:** Steven.Davis1; Jonathan Johnson  
**Cc:** Corbin.Coker; Susan.Hagen2  
**Subject:** [EXTERNAL] RE: Franklin WRF - CCA 22 - Combustible Gas Monitor

Steven

The work in the RFI 131 and CCA 22, will be a wash for Griffin Electric, and no additional cost to us.

Thanks,

Timothy Roberson  
Project Manager  
Wayne J. Griffin Electric, Inc.  
(774)-292-1614

---

**From:** Steven.Davis1 [mailto:Steven.Davis1@kiewit.com]  
**Sent:** Monday, August 26, 2019 8:25 AM  
**To:** Jonathan Johnson <jjohnson@c2iinc.com>; Timothy Roberson <troberson@WJGEI.com>  
**Cc:** Corbin.Coker <Corbin.Coker@Kiewit.com>; Susan.Hagen2 <Susan.Hagen2@kiewit.com>  
**Subject:** Franklin WRF - CCA 22 - Combustible Gas Monitor

***Note:** This email originated outside Wayne J. Griffin Electric. Use caution with replies, links and attachments. Please forward any suspicious looking email to [spamcatcher@wjgei.com](mailto:spamcatcher@wjgei.com).*

Jonathan/Tim,

I have attached Construction Change Authorization No. 022 – Combustible Gas Monitor.

Please provide credit proposal for Combustible Gas Detector and associated wiring as required by September 6, 2019.

Thank you,



**Steve Davis**  
Project Manager

Kiewit Water Facilities South  
4800 North Point Parkway, Suite 100, Alpharetta, GA 30022  
678-794-2121 cell  
kiewit.com

## **CONSTRUCTION CHANGE AUTHORIZATION**

|                                                                                                                                                                             |                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>TO:</b> Mr. Steve Davis<br>Project Manager<br>Kiewit Water Facilities South<br>4405 International Blvd., NW,<br>Suite C-101<br>Norcross, Georgia 30093<br>(770) 940-8044 | <b>FROM:</b> CDM Smith<br>210 25 <sup>th</sup> Ave. N.<br>Suite 1102<br>Nashville, TN 37203<br>(615) 320-3161 |
| <b>DATE:</b> August 21, 2019                                                                                                                                                |                                                                                                               |
| <b>PROJECT:</b> City of Franklin, Tennessee<br>Franklin WRF Modifications & Expansion Project                                                                               |                                                                                                               |
| <b>CCA NUMBER:</b> 22                                                                                                                                                       | <b>CDM SMITH PROJ. NO.:</b> 14915-231666                                                                      |
| <b>SUBJECT:</b> Combustible Gas Monitor                                                                                                                                     | <b>CITY PROJECT NO.:</b> 2017-0264                                                                            |
| <b>REFERENCE:</b> (See Below)                                                                                                                                               |                                                                                                               |

**DESCRIPTION:** Per Engineer's response to RFI No. 131 (att.), delete combustible gas detector AE/AIT-450 and associated wiring, provide a credit proposal for Owner review.

CDM SMITH:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Franklin:

By: \_\_\_\_\_

Date: \_\_\_\_\_



# Request For Information

**RFI Reference No: KIEWIT-RFI-000131**

Status: RESP RECD

---

**For Action:** Michael Sheston, Kiewit  
Steve Davis, Kiewit  
Dan Harris, CDM Smith  
Jon Allen, CDM Smith

**For Info:** Tom Lamb, CDM Smith  
Jim Townsend, CDM Smith  
Brian Goodwin, City of Franklin  
Michelle Hatcher, City of Franklin  
Neena Bilbo, City of Franklin  
Susan Hagen, Kiewit  
Corbin Coker, Kiewit  
Tim Roberson, Wayne J. Griffin  
Sarah Moore, Wayne J. Griffin  
Nick Young, Wayne J. Griffin  
Jonathan Johnson, Control Instruments, Inc.

**Project:** Franklin WRF Modification and Expansion Project

**Subject:** **Combustible Gas Detectors AIT 155-5 & 450**

---

Spec Section 13340, 2.22.D. lists AE/AIT 155-5 (Grit Outlet Channel) and AE/AIT 450 (EQ Odor Control). AE/AIT 155-5 is not shown on I-13, E-60 or 61. AE/AIT 450 is shown on I-17 but not on E-79. Please clarify location of these detectors.

Attachments: Combustible Gas Detectors AIT 155-5 & 450.htm  
RFI131 - Combustible Gas Detectors AIT 155-5 450.pdf

**Discipline:** E&I                      **Area:** MULTI-AREA                      **Location:** NEW

**Proposed Solution:**

**Specification Reference:** 13340 - Instrumentation and Controls – Instruments

**Drawing Reference:** I-13 & 17, E-60, 61, 79

**Related RFI No(s):**

**Schedule Impact:**

**Cost Impact:**

**Priority:** M - Medium

**Originator's Reference**

**No :**

**Alt. Reference Number:**



**Response Required By:** 15 August 2019

|                 |                      |                                           |
|-----------------|----------------------|-------------------------------------------|
| RFI by:         | Corbin Coker, Kiewit | On: 01 August 2019                        |
| Created By:     | Corbin Coker, Kiewit | On: 01 August 2019, 11:23:53 AM<br>-05:00 |
| Last Edited By: |                      | On:                                       |

**01 - Engineer / Owner Comments**

See attached Electrical Drawing E-61 with the location of combustible gas detector AE/AIT-155-5. The AE sensor shall be located in the grit channel space below the 2' x 2' hatch. Use Circuit #37, Spare 20A/1P circuit breaker, in Panelboard LP-HW.

The combustible gas detector (AE/AIT-450) is not required at the Equalization Odor Control in accordance with the NFPA 820 hazardous area classification sited on Electrical Drawing E-79. Provide credit proposal for removal of combustible gas detector.

Attachments: Drawing E-61 (attachment to RFI 131 Response).pdf

|                                  |                         |                                           |
|----------------------------------|-------------------------|-------------------------------------------|
| Engineer / Owner<br>Comments by: | John Sanchez, CDM Smith | On: 20 August 2019                        |
| Created By:                      | Jon Allen, CDM Smith    | On: 20 August 2019, 03:37:25 PM<br>-05:00 |
| Last Edited By:                  | Jon Allen, CDM Smith    | On: 20 August 2019, 03:37:25 PM<br>-05:00 |

**02 - Response Received / Closeout**

|                                        |     |
|----------------------------------------|-----|
| Response<br>Received / Closeout<br>by: | On: |
| Created By:                            | On: |
| Last Edited By:                        | On: |



## CONSTRUCTION CHANGE AUTHORIZATION

**TO:** Mr. Steve Davis  
Project Manager  
Kiewit Water Facilities South  
4405 International Blvd., NW,  
Suite C-101  
Norcross, Georgia 30093  
(770) 940-8044

**FROM:** CDM Smith  
210 25<sup>th</sup> Ave. N.  
Suite 1102  
Nashville, TN 37203  
(615) 320-3161

**DATE:** September 16, 2019

**PROJECT:** City of Franklin, Tennessee  
Franklin WRF Modifications & Expansion Project

**CCA NUMBER:** 026      **CDM SMITH PROJ. NO.:** 14915-231666

**SUBJECT:** Reclaimed Water Pump Station      **CITY PROJECT NO.:** 2017-0264

**REFERENCE:** (See Below)

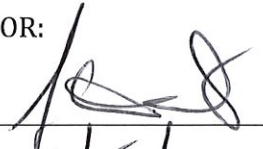
**DESCRIPTION:** Revise dimensions of 4' 0" x 4' 0" and 2' 6" x 2' 6" hatches in the Headworks top level to 5' 0" x 5' 0" and 3' 0" x 3' 0", respectively, typ. 2 locations each, see revised Sh. S-4 (att.) for clarification.

CDM SMITH:

By: 

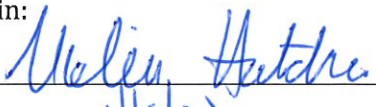
Date: 11/15/20

CONTRACTOR:

By: 

Date: 11/15/2020

City of Franklin:

By: 

Date: 11/15/20







Kiewit Infrastructure South Co.  
4800 North Point Parkway  
Suite 100  
Alpharetta, GA 30022

October 30, 2019

To: Attn: Mr. Dan Harris

CCA-KIEWIT-00014.00

CDM Smith, Inc.  
210 25<sup>th</sup> Avenue North  
Suite 1102  
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project  
COF Contract No. 2017-0264

Subject: Construction Change Authorization No. 026 – Headworks Access Hatches Rev. 1

Dear Mr. Harris,

Kiewit is hereby submitting a revised cost proposal for Construction Change Authorization No. 026 – Headworks Access Hatches in the amount of **Five Thousand Two Hundred Ten Dollars (\$5,210)**. The proposal includes the material cost increase for changing 2 EA. 2'-6" X 2'-6" Access Hatches to 3'-0" X 3'-0" and 2 EA. 4'-0" X 4'-0" Access Hatches to 5'-0" X 5'-0". Kiewit has not included any changes in the cost for installation.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis  
Project Manager

cc: File  
Michelle Hatcher  
Brian Goodwin

## CCA NO. 026: Headworks Access Hatches

**PREPARED BY: Steve Davis**

[illegible]



## ATTACHMENT A

Credit per CCA 026

### Scope of Work

| Item                                            | Description                         | Quantity | Unit of Measure | Unit Price  | Total               |
|-------------------------------------------------|-------------------------------------|----------|-----------------|-------------|---------------------|
| 1                                               | 36" x 72" Aluminum Floor Door Hatch | 4.00     | EA              | \$ 1,802.00 | \$ 7,208.00         |
| 2                                               | 48" x 48" Aluminum Floor Door Hatch | 4.00     | EA              | \$ 1,503.00 | \$ 6,012.00         |
| 3                                               | 30" x 30" Aluminum Floor Door Hatch | 2.00     | EA              | \$ 887.00   | \$ 1,774.00         |
| 4                                               | 30" x 36" Aluminum Floor Door Hatch | 2.00     | EA              | \$ 926.00   | \$ 1,852.00         |
| 5                                               | 24" x 24" Aluminum Floor Door Hatch | 2.00     | EA              | \$ 811.00   | \$ 1,622.00         |
| <b>Total Contract Price<br/>(without Taxes)</b> |                                     |          |                 |             | <b>\$ 18,468.00</b> |

**1.0 General Description of the "Work":** Seller shall fabricate, furnish and deliver Access Floor Door Hatches in accordance with the Contract Documents and the Following.

1. FURNISH SECTIONS: Specifications Section 05500 – Miscellaneous Metals complete per plans, specifications, and addenda [Addenda 1-6];

Also includes in addition to the above, any other applicable and/or related specification sections, including but not limited to: Division 00, Division 1 General Requirements.

### 2.0 Including But Not Limited to:

1. The Unit Prices are firm for the duration of the Project including escalation.
2. Seller will provide 0% of the Seller's total contract dollar value in DBE participation.
3. Material is not exempt from sales or use taxes.
4. **Industrial Machinery Sales and Use Tax Exemption Certificate – Attachment C-3 (per Specification Section 00800 Supplementary Conditions Article SC-6.10A).** Sales and Use Tax Exemption Certificate will be provided for the Project by the Contractor.
5. Seller agrees to assign to Owner at the time of Substantial Completion of the Work, all manufacturer's warranties relating to the Work.
6. Seller shall provide Aluminum Floor Door Hatches as called out in the above scope of work.

### 3.0 Exclusions:

1. Installation

### 4.0 Schedule of Work:

2. All Material and equipment delivery schedules shall be coordinated with the Contractor prior to shipment and Seller shall provide a minimum of 72 hours advance notice of all deliveries.
3. Access Hatches shall be available for delivery to site by July 1, 2019.

**(Corporate Offices)**

80 Little Falls Road  
Fairfield, NJ 07004  
Tel: (973) 575.5120  
Fax: (973) 575.5160  
Email: info@acudor.com

**(Western Region)**

4216 North Pecos Rd., Suite 104  
Las Vegas, NV 89115  
Tel: (702) 644.8710  
Fax: (702) 644.8720  
Email: LVsales@acudor.com

# Sales Order

**SO#SO30166**

Date:10/8/2019

**Cust No.:** KIEW.FWRF**Bill To**

Kiewit Infrastructure South Co.  
4405 International Blvd. NW  
Suite C-101  
Norcross GA 30093  
United States

**Ship To**

Cody Prange/Zach Taylor  
Kiewit Infrastructure South Co.  
135 Claude Yates Drive  
(Delivery Appt 72 Hr Required)  
Franklin TN 37064  
United States  
(769) 232-6631

**TOTAL****\$22,748.00**

| Shipping Method | Location | Terms       | Sales Rep |
|-----------------|----------|-------------|-----------|
| TRUCK           | 4        | Net 60 Days | JM John   |

| Est. Ship Date | Ordered by                      | Phone          | PO #          | Resale Number |
|----------------|---------------------------------|----------------|---------------|---------------|
| 12/25/2019     | Cody Prange &<br>Zachary Taylor | (678) 794-2121 | 103925-MC-059 |               |

| Qty | Committed | BO | Item                                                                                                                                                                                                                                                                                            | List Price | Price Level | Rate       | Amount     |
|-----|-----------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|------------|------------|
| 4   | 0         | 4  | <b>FC3003672</b><br>FC-300 36" x 72" Alum Floor Door<br>Channel Frame With Drain<br>Double Leaf - Spring Assisted<br>Hinged On Opposite Short Sides<br>Slamlock; Auto Hold-Open Arms<br>300#/Sq Ft Loading<br>Double Hinged Safety Grates<br>Bit Paint On Frame<br>As Per Dwg #1000089994 Rev-0 |            |             | \$1,802.00 | \$7,208.00 |
| 2   | 0         | 2  | <b>FC3004848</b><br>FC-300 48" x 48" Alum Floor Door<br>Channel Frame With Drain<br>Single Leaf - Spring Assisted<br>Slamlock; Auto Hold-Open Arms<br>300#/Sq Ft Loading<br>Double Hinged Safety Grates<br>Bit Paint On Frame<br>As Per Dwg #1000087417 Rev-0                                   |            |             | \$1,503.00 | \$3,006.00 |
| 2   | 0         | 2  | <b>FC3003030</b><br>FC-300 30" x 30" Alum Floor Door<br>Channel Frame With Drain<br>Single Leaf - Spring Assisted<br>Slamlock; Auto Hold-Open Arms<br>300#/Sq Ft Loading<br>Single Hinged Safety Grate<br>Bit Paint On Frame<br>As Per Dwg #1000087420 Rev-0                                    |            |             | \$887.00   | \$1,774.00 |



SO30166



**(Corporate Offices)**  
80 Little Falls Road  
Fairfield, NJ 07004  
Tel: (973) 575.5120  
Fax: (973) 575.5160  
Email: info@acudor.com

**(Western Region)**  
4216 North Pecos Rd., Suite 104  
Las Vegas, NV 89115  
Tel: (702) 644.8710  
Fax: (702) 644.8720  
Email: LVsales@acudor.com

# Sales Order

SO#SO30166

Date:10/8/2019

Cust No.: KIEW.FWRF

| Qty | Committed | BO | Item                                                                                                                                                                                                                                                          | List Price | Price Level | Rate       | Amount     |
|-----|-----------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|------------|------------|
| 2   | 0         | 2  | <b>FC3003036</b><br>FC-300 30" x 36" Alum Floor Door<br>Channel Frame With Drain<br>Single Leaf - Spring Assisted<br>Slamlock; Auto Hold-Open Arms<br>300#/Sq Ft Loading<br>Single Hinged Safety Grate<br>Bit Paint On Frame<br>As Per Dwg #100013157 Rev-0   |            |             | \$926.00   | \$1,852.00 |
| 2   | 0         | 2  | <b>FC3006060</b><br>FC-300 60" x 60" Alum Floor Door<br>Channel Frame With Drain<br>Single Leaf - Spring Assisted<br>Slamlock; Auto Hold-Open Arms<br>300#/Sq Ft Loading<br>Double Hinged Safety Grates<br>Bit Paint On Frame<br>As Per Dwg #1000136003 Rev-0 |            |             | \$3,241.00 | \$6,482.00 |
| 2   | 0         | 2  | <b>FC3003636</b><br>FC-300 36" x 36" Alum Floor Door<br>Channel Frame With Drain<br>Single Leaf - Spring Assisted<br>Slamlock; Auto Hold-Open Arms<br>300#/Sq Ft Loading<br>Single Hinged Safety Grate<br>Bit Paint On Frame<br>As Per Dwg #1000135995 Rev-0  |            |             | \$1,213.00 | \$2,426.00 |

Add per CCA 026

**Memo:** Submittals for current quantity & sizes submitted with this sales order confirmation (10/8/2019).

**Subtotal** \$22,748.00

**Shipping Cost** \$0.00

**Tax Total (%)** \$0.00

**Total** \$22,748.00

**Customer Message:** For Change Order# 1:  
Eliminate (2) Two 36x72 at \$ 1,802.00 Ea.  
Eliminate (2) Two 48x48 at \$ 1,503.00 Ea.  
Add (2) Two 60x60 at \$ 3,241.00 Ea.  
Add (2) Two 36x36 at \$ 1,213.00 Ea.  
This change increases total by \$ 4,280.00  
from \$ 18,468.00 to new value of \$ 22,748.00



SO30166





Parkview Towers  
210 25<sup>th</sup> Avenue North, Suite 1102  
Nashville, Tennessee 37203  
tel: 615-771-2466  
fax: 615-778-9733

August 13, 2019

Mr. Steve Davis  
Kiewit Infrastructure South Co.  
4405 International Blvd NW, Suite C-101  
Norcross, GA 30093

Subject: Franklin WRF Expansion Project  
Request for Proposal (RFP) No. 4

Dear Mr. Davis;

Submittal D-11300-001-A (Jet Mixing System) was returned Approved as Noted/Resubmit on August 12, 2019 with approval contingent upon receipt of an acceptable credit proposal for the reduced motor starter, feeder conductor and disconnect switch sizes for the proposed 47HP motor. Please provide your proposal for this revision.

Feel free to contact me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Harris', with a stylized flourish at the end.

Daniel A. Harris, PMP, CCM, LEED GA  
Project Manager  
CDM Smith

cc: Brian Goodwin, City of Franklin  
File 231666.05.02.10





Kiewit Infrastructure South Co.  
4405 International Blvd., NW, Suite C-101  
Norcross, GA 30093

---

September 13, 2019

To: Attn: Mr. Dan Harris

RFP-CDM-00001.01

CDM Smith, Inc.  
210 25<sup>th</sup> Avenue North  
Suite 1102  
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project  
COF Contract No. 2017-0264

Subject: Request for Proposal (RFP) No. 04 – Jet Mixing System

Dear Mr. Harris,

Kiewit is submitting a credit proposal in the amount of **Twenty-Seven Thousand Four Hundred Dollars (\$27,471.00)** based upon the above reference RFP. The credit proposal is for the electrical changes required to reduce the Jet Mixing Pump motors from 100hp to 47hp. The credit is offered on the wire and the disconnects to the motors from the MCC. The wire is being decreased in size from 250- MCM to #2. There is an add on changing the motor starter to work with the 47hp motor, as these MCC sections are currently built.

This change was discussed verbally with Dan Harris on September 11, 2019 and Kiewit received verbal approval to proceed at that time due to the potential of impacts to shipping and reduction of the credit proposal amount.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis  
Project Manager

cc: File  
Michelle Hatcher  
Brian Goodwin



Parkview Towers  
210 25<sup>th</sup> Avenue North, Suite 1102  
Nashville, Tennessee 37203  
tel: 615-771-2466  
fax: 615-778-9733

August 13, 2019

Mr. Steve Davis  
Kiewit Infrastructure South Co.  
4405 International Blvd NW, Suite C-101  
Norcross, GA 30093

Subject: Franklin WRF Expansion Project  
Request for Proposal (RFP) No. 4

Dear Mr. Davis;

Submittal D-11300-001-A (Jet Mixing System) was returned Approved as Noted/Resubmit on August 12, 2019 with approval contingent upon receipt of an acceptable credit proposal for the reduced motor starter, feeder conductor and disconnect switch sizes for the proposed 47HP motor. Please provide your proposal for this revision.

Feel free to contact me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Harris', with a stylized flourish at the end.

Daniel A. Harris, PMP, CCM, LEED GA  
Project Manager  
CDM Smith

cc: Brian Goodwin, City of Franklin  
File 231666.05.02.10





**RFP No. 04 - Jet Mixing System**

**PREPARED BY: Steve Davis**

[illegible]



WAYNE J.  
**GRIFFIN ELECTRIC**  
INC.

September 12, 2019

VIA EMAIL ONLY: [Steven.Davis1@kiewit.com](mailto:Steven.Davis1@kiewit.com)

Mr. Steven Davis, Project Manager  
Kiewit  
135 Claude Yates Drive  
Franklin, TN 37064

RE: Job #6198 - Franklin WRF Mods and Exp, Franklin, TN  
Proposal #11

Dear Mr. Davis:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

**DESCRIPTION OF WORK:**

This proposal is for the electrical changes required to reduce the Jet Mixing Pump Motors from 100hp to 47hp. Credit is offered on the wire and the disconnects to the motors from the MCC. The wire is being decreased in size from 250 MCM to #2. There is an add on changing the motor starter to work with the 47 HP motor, as these MCC sections are built at this time. This price is only good until September 13, 2019, as it will affect shipping after this date.

|                  |                |
|------------------|----------------|
| Material         | \$ (21,536.17) |
| Tax on Materials | 58.50          |
| Labor            | (4,685.52)     |
| Total            | \$ (26,163.19) |

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us.

**Corporate Headquarters:**

116 Hopping Brook Road  
Holliston, MA 01746  
Phone: (508) 429-8830  
Fax: (508) 429-7825

**Regional Offices:**

296 Cahaba Valley Parkway  
Pelham, AL 35124  
Phone: (205) 733-8848  
Fax: (205) 733-8107

1950 Evergreen Boulevard  
Suite 300  
Duluth, GA 30096  
Phone: (678) 417-9377  
Fax: (678) 417-9373

2310 Presidential Drive  
Suite 101  
Durham, NC 27703  
Phone: (919) 627-9724  
Fax: (919) 627-9727

9801-C Southern Pine Boulevard  
Charlotte, NC 28273  
Phone: (704) 522-3851  
Fax: (704) 522-3856

The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (205) 733-8848 ext. 6175, or [troberson@wjgei.com](mailto:troberson@wjgei.com).

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Timothy R. Roberson  
Project Manager

TRR/kam

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

cc: Corbin Coker, Engineer, Kiewit, [Corbin.Coker@Kiewit.com](mailto:Corbin.Coker@Kiewit.com)  
Calvin Mize, Regional Manager, Wayne J. Griffin Electric, Inc.  
Sarah Moore, Project Engineer, Wayne J. Griffin Electric, Inc.





116 Hopping Brook Road, Holliston, MA 01746  
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0011, Change to 47 HP Motors for Jet Mixing  
Date: 9/11/2019  
Project Name: Franklin WRF Mods and Exp  
Project Number: 06198-00-18  
Page Number: 1

## Work Description

This proposal is for the electrical changes required to reduce the Jet Mixing Pump Motors from 100hp to 47hp. Credit is offered on the Wire and the disconnects to the motors from the MCC. The wire is being decreased in size from 250 MCM to #2. There is an add on changing the motor starter to work with the 47 hp motor, as these MCC sections are built at this time. This price is only good til 9/13/2019, as it will affect shipping after this date.

### Itemized Breakdown

| Description                           | Qty       | Net Price  | UM  | Materials (\$)    | Labor | Total Hours   |
|---------------------------------------|-----------|------------|-----|-------------------|-------|---------------|
| As Builts                             | 0.00      | 0.0000     | HRS | 0.000             | 0.000 | 0.000         |
| Cleanup                               | 0.00      | 0.0000     | HRS | 0.000             | 0.000 | 0.000         |
| Tools                                 | 0.00      | 0.0000     | HRS | 0.000             | 0.000 | 0.000         |
| Field Safety/JHA                      | 0.00      | 0.0000     | HRS | 0.000             | 0.000 | 0.000         |
| Supervision                           | 0.00      | 0.0000     | HRS | 0.000             | 0.000 | 0.000         |
| Project Controls                      | 0.00      | 0.0000     | HRS | 0.000             | 0.000 | 0.000         |
| CHANGE TO 100A DISCONNECT             | -1.00     | 1,400.0000 | LO  | -1,400.000        | 0.000 | 0.000         |
| CHANGE MCC STARTERS TO 47 HP          | 1.00      | 2,000.0000 | LO  | 2,000.000         | 0.000 | 0.000         |
| #6 XHHW COPPER WIRE                   | 1,597.00  | 0.5546     | FT  | 885.700           | 0.006 | 9.582         |
| #2 XHHW COPPER WIRE                   | 4,791.00  | 1.1947     | FT  | 5,723.810         | 0.010 | 45.515        |
| 4/0 XHHW COPPER WIRE                  | -1,597.00 | 3.7981     | FT  | -6,065.570        | 0.022 | -34.815       |
| #250 USE-RHH-RHW STRANDED COPPER WIRE | -4,791.00 | 4.7339     | FT  | -22,680.110       | 0.018 | -86.238       |
| <b>Totals</b>                         |           |            |     | <b>-21,536.17</b> |       | <b>-65.96</b> |
| <b>Tax</b>                            |           |            |     | <b>58.50</b>      |       |               |
| <b>Materials with</b>                 |           |            |     | <b>-21,477.67</b> |       |               |

## Summary

|                                 |                                |           |                     |
|---------------------------------|--------------------------------|-----------|---------------------|
| <b>Itemized Breakdown Total</b> |                                |           | <b>-21,477.67</b>   |
| Elect. Journeyman               | (-65.9561 hrs @ \$71.04 / hr ) | -4,685.52 |                     |
|                                 |                                |           | <b>-4,685.52</b>    |
| <b>Total</b>                    |                                |           | <b>-\$26,163.19</b> |



# Kiewit

Kiewit Infrastructure South Co.  
4405 International Blvd., NW, Suite C-101  
Norcross, GA 30093

September 30, 2019

To: Attn: Mr. Dan Harris

GC-KIEWIT-00023.04

CDM Smith, Inc.  
210 25<sup>th</sup> Avenue North  
Suite 1102  
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project  
COF Contract No. 2017-0264

Subject: Softened Water Storage Tank Proposal

Dear Mr. Harris,

Kiewit received the response to Request for Information (RFI) 021 on January 11, 2019, which requested a credit proposal for reduced labor costs associated with field assembly and coating to cover extended engineering costs to the City of Franklin. Kiewit has evaluated the costs associated with changing the Softened Water Storage Tank from a bolted steel tank to a pre-fabricated tank and proposes the City a net credit of **Seventy-One Thousand Fourteen Dollars (\$71,014.00)**. A detailed cost estimate along with supporting documentation for the change in Contract Sum has been attached to this correspondence.

No change to the Contract Schedule will be made.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis  
Project Manager

cc: File  
Michelle Hatcher  
Brian Goodwin



PCO NO.: Softened Water Storage Tanks

PREPARED BY: Steve Davis

| DESCRIPTION                                                                                                                                      | QTY   | UNIT | MH Per Unit | Total MH | DIRECT LABOR |            | INDIRECT LABOR |            | MATERIAL    |            | EQUIPMENT |            | SUBCONTRACT    |             | OTHER     |            | TOTAL AMOUNT |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|-------------|----------|--------------|------------|----------------|------------|-------------|------------|-----------|------------|----------------|-------------|-----------|------------|--------------|
|                                                                                                                                                  |       |      |             |          | Unit Cost    | Total Cost | Unit Cost      | Total Cost | Unit Cost   | Total Cost | Unit Cost | Total Cost | Unit Cost      | Total Cost  | Unit Cost | Total Cost |              |
| <b>RFI 021 - Softened Water Storage Tank</b>                                                                                                     |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
| <b>INITIAL COST of (2) Bolted Softened water storage tanks</b>                                                                                   |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
| Tarsco Subcontract                                                                                                                               | 1.00  | LS   |             |          |              |            |                |            |             |            |           |            | (\$117,603.00) | (\$117,603) |           |            | (\$117,603)  |
| <b>REVISED COST of (2) Welded Softened water storage tanks</b>                                                                                   |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
| National Storage Tank, Inc. Material Cost (Tax Exempt)                                                                                           | 1.00  | LS   |             |          |              |            |                |            | \$40,017.86 | \$40,018   |           |            |                |             |           |            | \$40,018     |
| Kiewit Supervision - Foreman                                                                                                                     | 1.00  | LS   | 30.00       | 30.00    | \$70.42      | \$2,113    |                |            |             |            |           |            |                |             |           |            | \$2,113      |
| Kiewit Direct Labor - Boilermaker (1)                                                                                                            | 1.00  | LS   | 30.00       | 30.00    | \$61.06      | \$1,832    |                |            |             |            |           |            |                |             |           |            | \$1,832      |
| Kiewit Direct Labor - Laborer (2)                                                                                                                | 1.00  | LS   | 60.00       | 60.00    | \$36.13      | \$2,168    |                |            |             |            |           |            |                |             |           |            | \$2,168      |
| Kiewit Direct Labor - Crane/Forklift Operator                                                                                                    | 1.00  | LS   | 15.00       | 15.00    | \$46.45      | \$697      |                |            |             |            |           |            |                |             |           |            | \$697        |
| Tadano GR-800XL-1 Crane                                                                                                                          | 5.00  | HR   |             |          |              |            |                |            |             |            | \$146.18  | \$731      |                |             |           |            | \$731        |
| Forklift                                                                                                                                         | 10.00 | HR   |             |          |              |            |                |            |             |            | \$60.00   | \$600      |                |             |           |            | \$600        |
| JLG 51-60' Aerial Lift                                                                                                                           | 10.00 | HR   |             |          |              |            |                |            |             |            | \$45.21   | \$452      |                |             |           |            | \$452        |
| F-250 Crew Pickup                                                                                                                                | 30.00 | HR   |             |          |              |            |                |            |             |            | \$24.71   | \$741      |                |             |           |            | \$741        |
| **Construction Equipment Ownership & Operating Costs are based on Blue Book FHWA Rates.(See attached)                                            |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
|                                                                                                                                                  |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
|                                                                                                                                                  |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
| <b>OTHER</b>                                                                                                                                     |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
| STS - small tools, consumables, safety equip, (5% of direct labor, plus 9.75% sales tax:<br>Formula = Total Direct Labor Subtotal *.05 * 1.0975) |       |      |             |          |              | 6,809      |                |            |             |            |           |            |                |             |           | 340.45     | 340.45       |
| <b>TAX: (9.75% of Material, Equipment, Other)</b>                                                                                                |       |      |             |          |              |            |                |            |             |            |           | \$246.12   |                |             |           | \$33.19    | \$279.31     |
| <b>BOND (2% of total)</b>                                                                                                                        |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
| <b>SUBTOTALS</b>                                                                                                                                 |       |      |             | 135.00   |              | \$6,809    |                |            |             | \$40,018   |           | \$2,770    |                | (\$117,603) |           | \$374      | (\$67,632)   |
| <b>MARKUP %</b>                                                                                                                                  |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           | 5.00%      | (\$3,382)    |
| <b>SUBTOTALS WITH MARKUPS APPLIED</b>                                                                                                            |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            | (\$71,014)   |
| <b>BOND</b>                                                                                                                                      |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            |              |
| <b>TOTAL</b>                                                                                                                                     |       |      |             |          |              |            |                |            |             |            |           |            |                |             |           |            | (\$71,014)   |



**Quote Number: 1806055-B2**

## **A - Tank Description**

### **Two (2) New 8.59 Feet Width X 13.58 Feet Height Carbon Steel Water Storage Tank**

- ☒ Product being stored - Softened Water
- ☒ Total Nominal Capacity - 5,887 Gallons
- ☒ Usable volume of approximately - 5,454 Gallons
- ☒ Specific Gravity - 1.0
- ☒ 12 Inches Freeboard
- ☒ Deck Type - 2:12 Roof (Comp/Tension Ring)
- ☒ Floor Type - Flat Steel Floor
- ☒ Construction Type - Bolted
- ☒ Wage Type - Prevailing Wage

#### **Accessories included:**

- |                                             |                                   |
|---------------------------------------------|-----------------------------------|
| 3 - 4" Flange                               | 1 - Hilti Anchor Bolts & Saddles  |
| 4 - 1 1/2" Half Coupling                    | 1 - 24" Manway                    |
| 1 - 24" Roof Access Hatch                   | 2 - Potter Switch (Water Level)   |
| 1 - Ground Lug(s)                           | 1 - Center Vent                   |
| 1 - Caged Ladder Assembly w/ Safety Gate(s) | 1 - Ladder Safety Gate            |
| 1 - Encapsulated Nut                        | 1 - Fiber Board and Poly Sheeting |
| 1 - 1.5" Flange                             | 6 - 6" pipe brackets              |
| 6 - 8" pipe brackets                        | 1 - Insulation                    |

## **B - Technical Information**

### *Engineering and Manufacture Specifications*

|                                |                         |                                    |                           |
|--------------------------------|-------------------------|------------------------------------|---------------------------|
| <b>Site Class:</b>             | D                       | <b>Approval Drawing # of Sets:</b> | 3                         |
| <b>Wind Conditions:</b>        | 120                     | <b>Seismic Use Group:</b>          | III                       |
| <b>Seismic S1:</b>             | 0.14                    | <b>Seismic SS:</b>                 | 0.289                     |
| <b>Tank PE Stamp Required:</b> | Yes                     | <b>Calculations Required:</b>      | Yes                       |
| <b>Foundation Type:</b>        | Type 6-Concrete w/Embed | <b>Shipping Weight:</b>            | 4,054 Pounds              |
| <b>Importance Factor:</b>      | 1.25                    | <b>Deck Live Load:</b>             | 25 Pounds per Square Foot |

#### **1. Design Basis**

- a) Proposal is based on final customer's engineering information being provided within two (2) weeks of award.
- b) This information will include quantity, sizes and location information for all nozzles and manholes (elevation, orientation, projections etc.) along with the location and direction of the stairway.
- c) Design according to AWWA D103

**Quote Proposal**

**Quote Number: 1806055-B2**

**2. Coatings**

Epoxy - COATING: Thermal Bond 579 (interior surface 5-7mils; Exterior 4-6mils; Topcoat 3-4mils) Color to be determined. The exterior tank color can be chosen from six standard colors (Forest Green, White, Environmental Green, Cobalt Blue, Caribbean Blue, Tan) with an interior color of white. Custom exterior colors can be matched for an additional charge. Custom colors require paint specifications or color chips.

\* SSPC QP3 Certified

**C - Schedule**

- a) Approval Drawings - 2 to 3 weeks (if required)
- b) Final Drawings - 1 to 2 weeks prior to shipment of tanks
- c) Tank Delivery - 12 to 14 weeks after approval of drawings and settlement of all details
- d) Our proposed pricing and schedule does not include for any delays due to causes outside Tarsco Bolted Tank's complete control, including but not limited to force majeure, strikes, political conditions, and weather. If we encounter any delays, the schedule will be adjusted and costs for delays will be reimbursed to Tarsco Bolted Tank at the applicable T&M rates.
- e) Milestone dates for Substantial Completion are defined as tank ready for testing.

**D - Pricing and Terms**

|                      |                     |
|----------------------|---------------------|
| TOTAL MATERIAL PRICE | \$64,336.00         |
| CONSTRUCTION PRICE   | \$44,960.00         |
| FOUNDATION DESIGN    | \$3,500.00          |
| <b>PRICE TOTAL</b>   | <b>\$112,796.00</b> |

|                                    |            |
|------------------------------------|------------|
| ESTIMATED FREIGHT (PREPAY AND ADD) | \$4,807.00 |
|------------------------------------|------------|

**Quote Proposal**

**Quote Number: 1806055-B2**

**Notes for Quote:**

1. All external piping shall be by others.
  2. Taxes are included in this proposal at 9.25%
  3. Water for hydrotest supplied by owner or owner's general contractor  
Included in pricing is:  
Hydrotest  
Inspection before end of first year in service  
Two year warranty
  4. The "Softened water tanks" are quoted per section 13212 that contains an interior and exterior epoxy coating. Section 13212, 3.01, K states "adhesion to the glass coating". These tanks are epoxy coated on the interior and exterior.
  5. The foundation design is included but the foundation shall be by others.
  6. Shell manway will be TBT standard.
  7. All materials used in the construction of these tanks are made in the USA.
  8. 1 1/2" Microflex insulation with FSK jacketing by Johns Manville is supplied in this quote. Cut sheet is available upon request.
  9. To erect the 5000 gallon tanks we will need minimum 3" clearance around each tank.
- CONSTRUCTION NOTE: Five day work week

**Options:**

Liquid Level Indicator \$1,919 per tank

**1. Proposal Validity**

- a) 30 Days

**Quote Number: 1806055-B2**

## **TERMS AND CONDITIONS**

### **1 FREIGHT:**

Freight price is estimated only, and does not include any permits, duty, sales, and /or use taxes, unless stated. Actual freight charges will be charged and invoiced, if Tarsco is responsible for arranging shipment, which is based on current available rates. Actual charges may vary at time of shipment.

### **2 SITE CONDITIONS:**

Buyer will provide a suitable, clear, safe, dry, leveled, compacted staging area adjacent to the tank foundation and extending 25 ft. around the tank foundation. A graveled or hard surface access roadway from a public road to erection site, so that loaded trucks can be driven to a point adjacent to tank foundation, must be provided and maintained. Minimum clearance of six (6) feet is required between tanks, eight feet overhead. If work is located inside building or enclosed area, it must be noted in the Contract. Free access to work site must be provided by Buyer during daylight hours on all working days including Saturday, Sunday, U.S. holidays and country or region specific holidays if outside U.S. If 8 hour, 5 day week is required, Buyer must specify. Buyer will ensure all tank parts are within 50 feet of tank foundation with no interfering objects. Tarsco Bolted Tank will be allowed access for a truck to be placed and operated at the erection site. Should concealed, unusual, unexpected, and/or unrecorded conditions be encountered which interfere with normal erection procedures, Tarsco Bolted Tank will advise Buyer of conditions encountered.

### **3 FOUNDATIONS:**

Top of foundation must be within 2 feet of grade. If higher or on structures, price will be adjusted. It is the Buyer's responsibility to provide a level and true foundation, with level tolerances of 0.5 inches per ten (10) feet. Buyer is responsible for establishing center lines on foundations or structures. If Tarsco Bolted Tank or erection contractor finds inaccuracies or deficiencies in foundation work done by others, or is required to alter the tanks to make them fit, the Buyer shall be notified and if Buyer instructs Erector to make necessary changes, erection contractor shall be reimbursed for the cost of material and labor used. In any event, the Buyer will reimburse erection contractor for the cost of lost time by the erection crew and equipment.

If a tank embedment ring is required, Tarsco Bolted Tank personnel will be required to inspect the installation of the ring prior to concrete being poured. Proper installation and roundness tolerance is the responsibility of the contractor providing concrete installation.

Location of all plumbing located within the foundation, concrete slab, or underground, is the responsibility of others, and Tarsco Bolted Tank is not liable for accuracy of location related to the tank.

If Foundation Design is required, customer is to supply Geotechnical Soils Report. Unless otherwise noted, all foundation construction shall be done by others.



**Quote Number: 1806055-B2**

**4 EXCLUSIONS:**

This Contract does not include unloading, hauling, grouting, or washing, painting (other than touch-up on erection scratches), welding, load lines or other systems installation unless stated as being included. The responsibilities of Tarsco Bolted Tank will not include liability for demurrage. All licenses, fees, permits, taxes or any items or services not specifically mentioned are excluded. Tarsco Bolted Tank will not be responsible for damage to personnel, automobiles, or machines within 100 feet of erection site.

**5 CONTINUOUS OPERATION:**

Buyer will ensure all operations are continuous, scheduled and completed in accordance with suggested sequence throughout erection and finishing with a completed water test and inspection. Tarsco Bolted Tank will not be liable for any reason whatsoever for any indirect, incidental, special or consequential damages.

**6 INSPECTION:**

Buyer inspection and acceptance of interior and exterior must be performed during and prior to erection crew leaving jobsite. Delay caused by Buyer will be charged to Buyer.

**7 CHANGES:**

If the Buyer orders extra work or makes changes by altering, adding to, or deducting from the work set forth in this quote, the price and any completion date quoted will be adjusted accordingly. The price adjustment will include costs of engineering, shipping, manufacturing performed, materials purchased, extra erection expense, extra supervisor and administration expense.

**8 BUYER'S RESPONSIBILITY:**

Buyer will supply, if required, 120 volt/60 Amp AC current at no cost, within 10 feet of tank foundation and necessary utilities including, but not limited to, the necessary sanitary facilities and palatable drinking water as required for the performance of the contract. Foundation will be clean and clear of any obstruction, material, or equipment. Adequate clearance will be provided around the tank foundation area as well as overhead. Buyer is responsible for supplying trash dumpster at job site and for disposing of contents of dumpster.

**9 HYDRO-TEST (LIQUID TANK):**

Tarsco Bolted Tank will supply and install blind flanges for all nozzles for performing Hydro-Test. Buyer shall provide water, hoses, and pumping to fill the tank for the Hydro-Test, and any subsequent fillings after that are the responsibility of the Buyer. If a leak is disclosed during the hydro-test, a Tarsco Bolted Tank service personnel will be dispatched immediately. Buyer is responsible for emptying and disposing of water after testing.

**Quote Number: 1806055-B2**

**10 EXTERIOR WATER SPRAY TEST (DRY SILO):**

Dry Storage Silos, upon 24-hour prior notice for water test to begin, Buyer will provide enough hose, water and water pressure to reach to the top of the silo(s) for the exterior water spray test. An exterior spray water leak test (designed to simulate a driving rain storm) performed by our erection crew is included in the cost of the tank erection provided that sufficient free clean water is available within 24 hours.

**11 BUYER'S INSURANCE:**

The Buyer will obtain insurance and indemnify Tarsco Bolted Tank against loss by fire, lightning, removal, and all extended coverage perils, theft, vandalism, and malicious mischief, earthquake, negligence, breach of contract and any other insurance which the Buyer deems necessary upon the work covered by the Contract, for the full insurable value thereof. Additional expense by theft will be reimbursed to Tarsco Bolted Tank by Buyer. Cost of security guards, if required, to be paid by Buyer. Tarsco Bolted Tank is to be named as an additional insured and a certificate of insurance is to be provided at the time the order is agreed upon.

**12 CANCELLATION OF ORDER:**

All orders cancelled within 30 days of order placement will be subject to a 10% cancellation charge. Orders cancelled after 30 days will be subject to a cancellation charge of 10%, or the proportionate share of the contract amount performed to date, whichever is greater. Cancellation must be received in writing, either physically or electronically.

**13 PAYMENT SCHEDULE:**

- a) Receipt of Order or Letter of Intent - Required Down Payment 15%
- b) Upon Submittal Approval and Purchase of Materials 30%
- c) Upon Ready to Ship - Balance of Materials, Freight and Taxes
- d) Bi-Weekly Construction Progress Payments
- e) Balance of Construction and Retainage - Due Upon Completion

**14 PAYMENT TERMS:**

Required down payment of 15% is due with order – Order will not be accepted until payment is received. Upon Submittal Approval by customer and the purchase of raw materials by Tarsco Bolted Tank, an additional 30% will be invoiced – Net 30 days. The balance of Materials, Freight & Taxes per tank will be due upon the tank being ready to ship. Balance of order due upon completion of erection of the tank(s). When erection of tank(s) requires more than two weeks for completion, progress payments for construction will be required – Net 30 days. We reserve the right to delay tank erection if payment on tank invoice is not paid in accordance with stated terms. Maximum retainage allowed is 5% of materials and construction - retainage amount to be paid in full 45 days from date of substantial completion. All terms of payment are subject to approval by our Credit Department. Absolutely NO “pay when paid” terms. Past Due Invoices will be charged a service charge of 1.5% per month.

**Quote Proposal**

**Quote Number: 1806055-B2**

**15 NOTE:**

Any items or specifications not specifically mentioned above are not a part of this quotation. This quotation represents our complete offering. If there are any conflicts between your requirements or the plans and specifications and what we have quoted, our quotation shall govern.

**16 EXCEPTIONS and CLARIFICATIONS:**

- \* Material pricing here within, after the quote valid until date, will be subject to Producing Mill Increase or Decrease and any applicable increase or decrease of material surcharges at the time of order placement from the Producing Mill or Steel Supplier.
- \* Unless otherwise noted, Tarsco Bolted Tank has quoted our standard design, fabrication, accessories (perimeter handrails, ladders, etc.) and coatings.
- \* Pricing does not include piping, valves, brackets, or elbows (other than interior fill & overflow to grade) unless specifically mentioned in accessories area. Any pipes supplied by Tarsco Bolted Tank will not have coating applied to the interior of the pipe.
- \* All electrical, wiring and calibration by others.
- \* This quote does not include disinfection at jobsite, unless otherwise noted.
- \* No bonds, permits, sales and/or use tax included.
- \* LIQUIDATED DAMAGES WILL NOT BE ACCEPTED.
- \* If tank construction is required during the months of October and March, additional charges may apply depending on the Winter Weather Conditions at the jobsite location.
- \* Customer is responsible for unloading of tank materials at site and locating them within 50 feet of the tank foundation. Tarsco Bolted Tank recommends the use of a 10,000 lb forklift for off-loading.

**Please sign, date and return to [john.taylor@tfwarren.com](mailto:john.taylor@tfwarren.com) to place an order for this quote.**

---

**Authorized Signature**

---

**Date**



# NATIONAL STORAGE TANK, INC.

WE HOLD THE SOLUTION

*Women Owned Business*



**We hold the solution for your  
Water Storage Needs.**

## PROPOSAL

**Proposal #** NSTQ7599-01

**Date** Sep 13, 2019

### Kiewit Water Facilities South

Attention: Steve Bosshart

Phone: (303) 250-0193

Cell:

Fax:

Email: Steve.Bosshart@westernsummit.co

Project: TWO(2) 5,000 Gallon Welded Steel Tanks

Thank you for giving National Storage Tank, inc. the opportunity to provide you with excellent products and service. National Storage Tank's #1 priority is customer satisfaction. It is our goal to arrive on time and within budget. NSTI is the leading choice for water storage tanks and rain harvesting solutions. Our products are specifically designed for Wineries, Construction Contractors, Homeowners, Fire Suppression Contractors and more.

| Quantity | Description                                                                                                                                                              | Unit Price | Total |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|
| 2        | 8'-6" x 12' x 5/16" carbon steel 5000 gal water tank                                                                                                                     |            |       |
| 1        | 4" drain                                                                                                                                                                 |            |       |
| 1        | 4" pump suction                                                                                                                                                          |            |       |
| 1        | 1-1/2" roof fittings                                                                                                                                                     |            |       |
| 1        | 4" fitting on roof                                                                                                                                                       |            |       |
| 1        | Level indicator                                                                                                                                                          |            |       |
| 1        | 24" bolted hinged manway on roof                                                                                                                                         |            |       |
| 1        | 24" sideshell manway                                                                                                                                                     |            |       |
| 1        | Interior sand blast with epoxy that is rated at 250 degrees<br>Exterior insulated with tank wrap and covered with aluminum cover<br><br>tank is built to awwa D100 specs |            |       |



| Quantity | Description | Unit Price | Total |
|----------|-------------|------------|-------|
|----------|-------------|------------|-------|

**OPTIONAL:**

Tank Calcs with wet stamp \$2500.00

Foundation Design with wet stamp \$2500.00

**NOTES:**

Shipping charges include estimated packaging and freight to jobsite, and are subject to change. Shipping cost does not include offloading or offloading equipment. It is the customers responsibility to offload tank materials and building equipment at site prior to arrival of crew. Forklift, gradeall or other equipment will be required and is to be provided by customer. Customer is responsible for materials during offload and while sitting at site until NSTI crew arrives. Offloading and offloading equipment can be offered upon request for additional fee.

**FOUNDATION:** Gravel foundation can be engineered for tanks that meet the specific criteria, use and location. This water tank shall be constructed on a gravel foundation as designed by NSTI and installed by others. Foundation installation can be quoted upon completion of site specific engineered foundation design.

This quote does not include permits, foundation, external piping, water for leak testing or water level controls.

It is the customer's responsibility to review quote for compliance with site plans.

Any item not mentioned within this quote is the responsibility of others.

Thank you for the opportunity to provide this quote.

PAYMENT TERMS: 50% due upon order & 50% final due prior to delivery.

QUOTE VALIDITY: Quote is good for 30 days

DESIGN CRITERIA: IBC 2015, 90 MPH Wind Speed, AWWA Seismic Zone, 25 PSF Live Roof Load, 5 PSF Dead Roof Load

**LEAD TIMES AND SCHEDULES:**

Approval Submittals: 1 - 2 Weeks  
Material Fabrication: 4 - 6 Weeks  
Freight and Mobilization: 1 - 5 Days

(Lead times are estimated and based on prompt payment and clarification of all details).  
Please inform NSTI if faster lead times are required.  
NSTI will make every effort to accommodate your project schedule.

NOTE: Offloading and setting of the tank(s) by others.

NOTE: All water required for cleaning, filling, testing, draining and refilling for any reason is the responsibility of others.

**SubTotal** \$35,517.86

~~**Tax** \$3,402.99~~

**Est.Shipping** \$2,000.00

~~**Total** \$40,980.85~~

Tank Calculations w/Wet Stamp \$2,500.00

**Total \$40,017.86**

### Notes

Unless otherwise mentioned within this proposal, prevailing wage rates have not been included or allocated within this proposal. Tank above utilizes those standards, specifications and or interpretations and recommendations of professionally recognized agencies basis in establishing its own design, fabrication and quality criteria, standards, practices, methods and tolerances. Any items not specifically mentioned within this quote shall be the responsibility of others. Should you cancel this order after acceptance, the deposit shall be forfeited.

National Storage Tank, Inc. (NSTI) has included within this proposal the above items per customer request. NSTI has not researched details of tank use to insure that the tanks above are correct for the intended use.

EXCEPTIONS & CLARIFICATIONS: Permits, installation, anchor bolt installation, gravel ring foundation, concrete slab, external plumbing, hydro-testing, water to fill or refill tank if a leak occurs, water for leak testing or water level, special inspections, engineering special reports, disinfection, and any item not mentioned within this quote is the responsibility of others. Cost in water loss if any - by others.

Site must accommodate easy access for a 50' Truck and Trailer. \*Offloading by others unless specified above.

If National Storage Tank, Inc. is providing off loading and staging, delivery truck must have easy level access to the tank pad and be able to access the site and tank pad within 10 feet and be free of obstructions.

If your project does not meet our delivery requirements, a hard access and additional charges will apply.

This quote is subject to National Storage Tank, Inc. standard terms and conditions- available upon request.

No exceptions made unless approved in in writing by National Storage Tank, Inc.

*We look forward to providing you with excellent products and service.*

Thank you,

*Nicole Oblad*

Nicole Oblad

Customer Acceptance Date:

\_\_\_\_\_  
Acceptance Signature

\_\_\_\_\_  
Acceptance Printed Name

☐ Resale Certificate Provided to NSTI

☐ Exempt Certificate Provided to NSTI

The above person has the legal authority to purchase on behalf of:

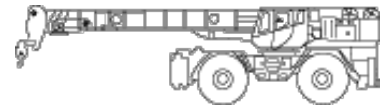
**Kiewit Water Facilities South**

## Rental Rate Blue Book®

April 29, 2019

### Tadano GR-800XL-1 (disc. 2010)

Rough Terrain Hydraulic Cranes



Size Class:

**66.0 - 80.9 MTons**

Weight:

**107965 MT**

### Configuration for GR-800XL-1 (disc. 2010)

|                       |                  |                     |              |
|-----------------------|------------------|---------------------|--------------|
| Axle Configuration    | <b>4 X 4 X 4</b> | Maximum Boom Length | <b>144.4</b> |
| Maximum Lift Capacity | <b>72.6</b>      | Net Horsepower      | <b>270.0</b> |
| Power Mode            | <b>Diesel</b>    |                     |              |

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

|                                       | Ownership Costs    |                   |                   |                 | Estimated Operating Costs | FHWA Rate**     |
|---------------------------------------|--------------------|-------------------|-------------------|-----------------|---------------------------|-----------------|
|                                       | Monthly            | Weekly            | Daily             | Hourly          | Hourly                    | Hourly          |
| Published Rates                       | \$15,730.00        | \$4,405.00        | \$1,100.00        | \$165.00        | \$56.80                   | \$146.18        |
| <b>Adjustments</b>                    |                    |                   |                   |                 |                           |                 |
| Region ( 100%)                        | -                  | -                 | -                 | -               |                           |                 |
| Model Year (2010: 100%)               | -                  | -                 | -                 | -               |                           |                 |
| Adjusted Hourly Ownership Cost (100%) | -                  | -                 | -                 | -               |                           |                 |
| Hourly Operating Cost (100%)          |                    |                   |                   |                 | -                         |                 |
| <b>Total:</b>                         | <b>\$15,730.00</b> | <b>\$4,405.00</b> | <b>\$1,100.00</b> | <b>\$165.00</b> | <b>\$56.80</b>            | <b>\$146.18</b> |

### Non-Active Use Rates

|              | Hourly  |
|--------------|---------|
| Standby Rate | \$45.58 |
| Idling Rate  | \$89.38 |

### Rate Element Allocation

| Element                  | Percentage | Value         |
|--------------------------|------------|---------------|
| Depreciation (ownership) | 35%        | \$5,505.50/mo |
| Overhaul (ownership)     | 49%        | \$7,707.70/mo |
| CFC (ownership)          | 9%         | \$1,415.70/mo |
| Indirect (ownership)     | 7%         | \$1,101.10/mo |

Fuel cost data is not available for these rates.

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

## Rental Rate Blue Book®

April 29, 2019

### Average AVERAGE 51 - 60 FT

I.C. Self Propelled Telescopic Boom Aerial Lifts



Size Class:

51 - 60 ft

Weight:

feet

### Configuration for AVERAGE 51 - 60 FT

|                           |              |            |               |
|---------------------------|--------------|------------|---------------|
| Drive                     | <b>4 X 4</b> | Horsepower | <b>57.0</b>   |
| Maximum Platform Capacity | <b>584.0</b> | Power Mode | <b>Diesel</b> |

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

|                                       | Ownership Costs   |                   |                 |                | Estimated Operating Costs | FHWA Rate**    |
|---------------------------------------|-------------------|-------------------|-----------------|----------------|---------------------------|----------------|
|                                       | Monthly           | Weekly            | Daily           | Hourly         | Hourly                    | Hourly         |
| Published Rates                       | \$4,895.00        | \$1,370.00        | \$345.00        | \$52.00        | \$17.40                   | \$45.21        |
| <b>Adjustments</b>                    |                   |                   |                 |                |                           |                |
| Region ( 100%)                        | -                 | -                 | -               | -              |                           |                |
| Model Year (2019: 100%)               | -                 | -                 | -               | -              |                           |                |
| Adjusted Hourly Ownership Cost (100%) | -                 | -                 | -               | -              |                           |                |
| Hourly Operating Cost (100%)          |                   |                   |                 |                | -                         |                |
| <b>Total:</b>                         | <b>\$4,895.00</b> | <b>\$1,370.00</b> | <b>\$345.00</b> | <b>\$52.00</b> | <b>\$17.40</b>            | <b>\$45.21</b> |

### Non-Active Use Rates

Hourly

|              |         |
|--------------|---------|
| Standby Rate | \$13.63 |
| Idling Rate  | \$32.73 |

### Rate Element Allocation

| Element                  | Percentage | Value         |
|--------------------------|------------|---------------|
| Depreciation (ownership) | 37%        | \$1,811.15/mo |
| Overhaul (ownership)     | 51%        | \$2,496.45/mo |
| CFC (ownership)          | 6%         | \$293.70/mo   |
| Indirect (ownership)     | 6%         | \$293.70/mo   |
| Fuel (operating) @ 3.27  | 28%        | \$4.92/hr     |

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)



**Rental Rate Blue Book®**

September 24, 2019

**Xtreme XR630**

Telescoping Boom Rough Terrain Lift Trucks

Size Class:

4.0 - 4.4 MTons

Weight:

MT

**Configuration for XR630**

Base Capacity

6000 lbs

Maximum Lift Height

30.5 ft

Power Mode

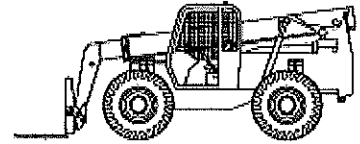
Diesel

Horsepower

74 hp

Maximum Reach

221.0 in



*Kiewit has XR1055 w/ 10,000 lb capacity*

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

|                                       | Ownership Costs |                |              |             | Estimated Operating Costs | FHWA Rate**    |
|---------------------------------------|-----------------|----------------|--------------|-------------|---------------------------|----------------|
|                                       | Monthly         | Weekly         | Daily        | Hourly      | Hourly                    | Hourly         |
| Published Rates                       | USD \$5,570.00  | USD \$1,560.00 | USD \$390.00 | USD \$59.00 | USD \$23.22               | USD \$64.87    |
| Adjustments                           |                 |                |              |             |                           | <i>\$60.00</i> |
| Region ( 100%)                        | -               | -              | -            | -           |                           |                |
| Model Year (2019: 100%)               | -               | -              | -            | -           |                           |                |
| Adjusted Hourly Ownership Cost (100%) | -               | -              | -            | -           |                           |                |
| Hourly Operating Cost (100%)          |                 |                |              |             |                           |                |
| Total:                                | USD \$5,570.00  | USD \$1,560.00 | USD \$390.00 | USD \$59.00 | USD \$23.22               | USD \$54.87    |

**Non-Active Use Rates**

Standby Rate

Hourly

USD \$13.61

Idling Rate

USD \$38.03

**Rate Element Allocation**

| Element                     | Percentage | Value             |
|-----------------------------|------------|-------------------|
| Depreciation (ownership)    | 30%        | USD \$1,671.00/mo |
| Overhaul (ownership)        | 57%        | USD \$3,174.90/mo |
| CFC (ownership)             | 6%         | USD \$334.20/mo   |
| Indirect (ownership)        | 7%         | USD \$389.90/mo   |
| Fuel (operating) @ USD 3.07 | 27%        | USD \$6.38/hr     |

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON  
(Michael.Sheston@kiewit.com)

*\* Equipment Watch does not have Xtreme XR1055 10k lb capacity. Used \$60/HR FHWA Rate*

**Rental Rate Blue Book®**

April 29, 2019

**Ford F-250 SD**

On-Highway Light Duty Trucks

Size Class:

**300 HP & Over**

Weight:

**HP**

**Configuration for F-250 SD**

|                    |                  |            |                 |
|--------------------|------------------|------------|-----------------|
| Axle Configuration | <b>4.0 X 4.0</b> | Cab Type   | <b>Crew</b>     |
| Horsepower         | <b>300.0</b>     | Power Mode | <b>Gasoline</b> |
| Ton Rating         | <b>3.0 / 4.0</b> |            |                 |

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

|                                       | Ownership Costs |                 |                |               | Estimated Operating Costs | FHWA Rate**    |
|---------------------------------------|-----------------|-----------------|----------------|---------------|---------------------------|----------------|
|                                       | Monthly         | Weekly          | Daily          | Hourly        | Hourly                    | Hourly         |
| Published Rates                       | \$890.00        | \$250.00        | \$63.00        | \$9.00        | \$19.65                   | \$24.71        |
| <b>Adjustments</b>                    |                 |                 |                |               |                           |                |
| Region ( 100%)                        | -               | -               | -              | -             |                           |                |
| Model Year (2019: 100%)               | -               | -               | -              | -             |                           |                |
| Adjusted Hourly Ownership Cost (100%) | -               | -               | -              | -             |                           |                |
| Hourly Operating Cost (100%)          |                 |                 |                |               | -                         |                |
| <b>Total:</b>                         | <b>\$890.00</b> | <b>\$250.00</b> | <b>\$63.00</b> | <b>\$9.00</b> | <b>\$19.65</b>            | <b>\$24.71</b> |

**Non-Active Use Rates**

|              | Hourly  |
|--------------|---------|
| Standby Rate | \$3.59  |
| Idling Rate  | \$20.74 |

**Rate Element Allocation**

| Element                  | Percentage | Value       |
|--------------------------|------------|-------------|
| Depreciation (ownership) | 54%        | \$480.60/mo |
| Overhaul (ownership)     | 29%        | \$258.10/mo |
| CFC (ownership)          | 7%         | \$62.30/mo  |
| Indirect (ownership)     | 10%        | \$89.00/mo  |
| Fuel (operating) @ 2.75  | 80%        | \$15.68/hr  |

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

## Request for Information

|                                                                         |                                               |                |
|-------------------------------------------------------------------------|-----------------------------------------------|----------------|
| <b>Project Name: Franklin WRF Modifications &amp; Expansion Project</b> |                                               |                |
| <b>Owner's Project No.: 2017-0264</b>                                   | <b>CDM Smith Project No.: 14915-96594-WRF</b> |                |
| <b>Contractor:</b> Kiewit Infrastructure South Co.                      | <b>RFI No.:</b> RFI 021                       |                |
|                                                                         | <b>Date:</b> 01/09/19                         |                |
| <b>Subject:</b> Softened Water Storage Tanks Prefabrication             |                                               |                |
| <b>Spec Section:</b>                                                    | <b>Drawing:</b>                               | <b>Detail:</b> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>QUESTION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| <p>Is it acceptable to pre-fabricate the softened water storage tanks (T-4650-1 &amp; T-4650-2) rather than installing them as bolt-up tanks? The tanks are 8'-6" in diameter and our supplier is concerned with the efficiency of the coating application on tanks of this size. Pre-fabrication would reduce install time and the majority of the coating could take place in the shop as opposed to on site.</p> <p><b>If the above question concerns an interpretation of the Contract Documents, the Contractor's interpretation is:</b></p> |                       |
| <b>Please Respond by This Date:</b> 01/24/19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| <b>Submitted by Contractor:</b> Stephen Reid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Date:</b> 01/09/19 |
| <b>Received by (CDM Smith):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Date:</b>          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>RESPONSE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |
| <p>Fabricated welded steel storage tanks for the softened water storage tanks may be considered based upon a specification to be provided by the Engineer. This approval will be contingent and the specification provided upon receipt of an acceptable credit proposal for reduced labor costs associated with field assembly and coating to cover extended engineering costs to the City. Also, the RFI indicates that the majority of coating could take place in the shop. Please indicate what coating would still have to occur in the field?</p> |                      |
| <b>By:</b> Bob Huguenard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Date:</b> 1/11/18 |
| <b>Distribution:</b> Contractor, Owner, File, Field, RFI Notebook                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |

SECTION 13212  
BOLTED STEEL STORAGE TANKS  
TANK SCHEDULE

| <b>Tank</b>                                | <b>Digested Biosolids Storage Tank</b>                                                                                                                                                                                                               | <b>Softened Water Storage Tank</b>                                                                                                                                                |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Location</b>                            | Outside Solids Processing Building at Southwest Corner                                                                                                                                                                                               | Digester Building Water Treatment Room                                                                                                                                            |
| <b>Number of Tanks</b>                     | One                                                                                                                                                                                                                                                  | Two                                                                                                                                                                               |
| <b>Tank Tag(s)</b>                         | TNK-7000                                                                                                                                                                                                                                             | T-4650-1, T-4650-2                                                                                                                                                                |
| <b>Tank Description</b>                    | Vertical, cylindrical, flat concrete floor, with domed steel roof                                                                                                                                                                                    | Vertical, cylindrical, flat steel floor, with domed steel roof                                                                                                                    |
| <b>Tank Capacity (each)</b>                | 90,000 gallons                                                                                                                                                                                                                                       | 5,000 gallons                                                                                                                                                                     |
| <b>Tank Diameter &amp; Sidewater Depth</b> | 21'-9" diameter<br>32'-5" sidewater depth                                                                                                                                                                                                            | 8'-6" diameter<br>9'-6" sidewater depth                                                                                                                                           |
| <b>Bottom Slope (if applicable)</b>        | None                                                                                                                                                                                                                                                 | None                                                                                                                                                                              |
| <b>Bottom Elevation (ft.)</b>              | 645.50                                                                                                                                                                                                                                               | 643.50                                                                                                                                                                            |
| <b>HWL Elevation (ft.)</b>                 | 677.90                                                                                                                                                                                                                                               | 10' Above Finished Floor                                                                                                                                                          |
| <b>Service</b>                             | Digested, thermally hydrolyzed biosolids                                                                                                                                                                                                             | Softened Water Makeup, Hot Water Circulation                                                                                                                                      |
| <b>pH</b>                                  | 7 to 7.5                                                                                                                                                                                                                                             | 7                                                                                                                                                                                 |
| <b>Max. Internal Pressure (psig)</b>       | n/a<br>(See Para. 2.03B)                                                                                                                                                                                                                             | n/a                                                                                                                                                                               |
| <b>Specific Gravity</b>                    | 1.02 to 1.04                                                                                                                                                                                                                                         | 1.00                                                                                                                                                                              |
| <b>Solids Content (percent dry solids)</b> | 5.0 to 10 percent                                                                                                                                                                                                                                    | n/a                                                                                                                                                                               |
| <b>Liquid Temperature</b>                  | 90 to 100 degrees F                                                                                                                                                                                                                                  | 50 to 200 degrees F                                                                                                                                                               |
| <b>Ambient Temperature</b>                 | 0 to 125 degrees F                                                                                                                                                                                                                                   | 50 to 100 degrees F                                                                                                                                                               |
| <b>Coating(s)</b>                          | Interior and exterior epoxy coating                                                                                                                                                                                                                  | High Temperature Epoxy Chem-Liner 4000, or equal                                                                                                                                  |
| <b>Accessories</b>                         | <ul style="list-style-type: none"> <li>Ladder with Cage</li> </ul>                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>Atmospheric Vent</li> </ul>                                                                                                                |
| <b>Sidewall Penetrations</b>               | <ul style="list-style-type: none"> <li>(1) 6" and (1) 8" fill</li> <li>(1) 6" overflow</li> <li>(1) 6" drain</li> <li>(1) 6" discharge</li> <li>(1) 8" mixing pump suction</li> <li>(1) 8" mixing pump discharge</li> <li>(1) side manway</li> </ul> | <ul style="list-style-type: none"> <li>(1) 4" drain</li> <li>(1) 4" pump suction</li> <li>(1) side manway</li> </ul>                                                              |
| <b>Roof Penetrations</b>                   | <ul style="list-style-type: none"> <li>(1) 14" odor control</li> <li>(1) 16" fresh air vent</li> <li>(1) 8" level transmitter (LE/LIT -7000)</li> <li>(1) 10" emergency pressure relief hatch</li> <li>(1) top manway</li> </ul>                     | <ul style="list-style-type: none"> <li>(1) 1.5" protected water</li> <li>(1) 4" hot water return</li> <li>(1) level indicating transmitter</li> <li>(1) 24" top manway</li> </ul> |
| <b>Floor Penetrations</b>                  | None                                                                                                                                                                                                                                                 | None                                                                                                                                                                              |



## Request for Information

|                                                                         |                                               |                |
|-------------------------------------------------------------------------|-----------------------------------------------|----------------|
| <b>Project Name: Franklin WRF Modifications &amp; Expansion Project</b> |                                               |                |
| <b>Owner's Project No.: 2017-0264</b>                                   | <b>CDM Smith Project No.: 14915-96594-WRF</b> |                |
| <b>Contractor:</b> Kiewit Infrastructure South Co.                      | <b>RFI No.:</b> RFI 021                       |                |
|                                                                         | <b>Date:</b> 01/09/19                         |                |
| <b>Subject:</b> Softened Water Storage Tanks Prefabrication             |                                               |                |
| <b>Spec Section:</b>                                                    | <b>Drawing:</b>                               | <b>Detail:</b> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>QUESTION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| <p>Is it acceptable to pre-fabricate the softened water storage tanks (T-4650-1 &amp; T-4650-2) rather than installing them as bolt-up tanks? The tanks are 8'-6" in diameter and our supplier is concerned with the efficiency of the coating application on tanks of this size. Pre-fabrication would reduce install time and the majority of the coating could take place in the shop as opposed to on site.</p> <p><b>If the above question concerns an interpretation of the Contract Documents, the Contractor's interpretation is:</b></p> |                       |
| <b>Please Respond by This Date:</b> 01/24/19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| <b>Submitted by Contractor:</b> Stephen Reid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Date:</b> 01/09/19 |
| <b>Received by (CDM Smith):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Date:</b>          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>RESPONSE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |
| <p>Fabricated welded steel storage tanks for the softened water storage tanks may be considered based upon a specification to be provided by the Engineer. This approval will be contingent and the specification provided upon receipt of an acceptable credit proposal for reduced labor costs associated with field assembly and coating to cover extended engineering costs to the City. Also, the RFI indicates that the majority of coating could take place in the shop. Please indicate what coating would still have to occur in the field?</p> |                      |
| <b>By:</b> Bob Huguenard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Date:</b> 1/11/18 |
| <b>Distribution:</b> Contractor, Owner, File, Field, RFI Notebook                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |

SECTION 13212  
BOLTED STEEL STORAGE TANKS  
TANK SCHEDULE

| <b>Tank</b>                                | <b>Digested Biosolids Storage Tank</b>                                                                                                                                                                                                               | <b>Softened Water Storage Tank</b>                                                                                                                                                |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Location</b>                            | Outside Solids Processing Building at Southwest Corner                                                                                                                                                                                               | Digester Building Water Treatment Room                                                                                                                                            |
| <b>Number of Tanks</b>                     | One                                                                                                                                                                                                                                                  | Two                                                                                                                                                                               |
| <b>Tank Tag(s)</b>                         | TNK-7000                                                                                                                                                                                                                                             | T-4650-1, T-4650-2                                                                                                                                                                |
| <b>Tank Description</b>                    | Vertical, cylindrical, flat concrete floor, with domed steel roof                                                                                                                                                                                    | Vertical, cylindrical, flat steel floor, with domed steel roof                                                                                                                    |
| <b>Tank Capacity (each)</b>                | 90,000 gallons                                                                                                                                                                                                                                       | 5,000 gallons                                                                                                                                                                     |
| <b>Tank Diameter &amp; Sidewater Depth</b> | 21'-9" diameter<br>32'-5" sidewater depth                                                                                                                                                                                                            | 8'-6" diameter<br>9'-6" sidewater depth                                                                                                                                           |
| <b>Bottom Slope (if applicable)</b>        | None                                                                                                                                                                                                                                                 | None                                                                                                                                                                              |
| <b>Bottom Elevation (ft.)</b>              | 645.50                                                                                                                                                                                                                                               | 643.50                                                                                                                                                                            |
| <b>HWL Elevation (ft.)</b>                 | 677.90                                                                                                                                                                                                                                               | 10' Above Finished Floor                                                                                                                                                          |
| <b>Service</b>                             | Digested, thermally hydrolyzed biosolids                                                                                                                                                                                                             | Softened Water Makeup, Hot Water Circulation                                                                                                                                      |
| <b>pH</b>                                  | 7 to 7.5                                                                                                                                                                                                                                             | 7                                                                                                                                                                                 |
| <b>Max. Internal Pressure (psig)</b>       | n/a<br>(See Para. 2.03B)                                                                                                                                                                                                                             | n/a                                                                                                                                                                               |
| <b>Specific Gravity</b>                    | 1.02 to 1.04                                                                                                                                                                                                                                         | 1.00                                                                                                                                                                              |
| <b>Solids Content (percent dry solids)</b> | 5.0 to 10 percent                                                                                                                                                                                                                                    | n/a                                                                                                                                                                               |
| <b>Liquid Temperature</b>                  | 90 to 100 degrees F                                                                                                                                                                                                                                  | 50 to 200 degrees F                                                                                                                                                               |
| <b>Ambient Temperature</b>                 | 0 to 125 degrees F                                                                                                                                                                                                                                   | 50 to 100 degrees F                                                                                                                                                               |
| <b>Coating(s)</b>                          | Interior and exterior epoxy coating                                                                                                                                                                                                                  | High Temperature Epoxy Chem-Liner 4000, or equal                                                                                                                                  |
| <b>Accessories</b>                         | <ul style="list-style-type: none"> <li>Ladder with Cage</li> </ul>                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>Atmospheric Vent</li> </ul>                                                                                                                |
| <b>Sidewall Penetrations</b>               | <ul style="list-style-type: none"> <li>(1) 6" and (1) 8" fill</li> <li>(1) 6" overflow</li> <li>(1) 6" drain</li> <li>(1) 6" discharge</li> <li>(1) 8" mixing pump suction</li> <li>(1) 8" mixing pump discharge</li> <li>(1) side manway</li> </ul> | <ul style="list-style-type: none"> <li>(1) 4" drain</li> <li>(1) 4" pump suction</li> <li>(1) side manway</li> </ul>                                                              |
| <b>Roof Penetrations</b>                   | <ul style="list-style-type: none"> <li>(1) 14" odor control</li> <li>(1) 16" fresh air vent</li> <li>(1) 8" level transmitter (LE/LIT -7000)</li> <li>(1) 10" emergency pressure relief hatch</li> <li>(1) top manway</li> </ul>                     | <ul style="list-style-type: none"> <li>(1) 1.5" protected water</li> <li>(1) 4" hot water return</li> <li>(1) level indicating transmitter</li> <li>(1) 24" top manway</li> </ul> |
| <b>Floor Penetrations</b>                  | None                                                                                                                                                                                                                                                 | None                                                                                                                                                                              |



# Kiewit

Kiewit Infrastructure South Co.  
4800 North Point Parkway  
Suite 100  
Alpharetta, GA 30022

December 2, 2019

To: Attn: Mr. Dan Harris

CP-KIEWIT-00007.00

CDM Smith, Inc.  
210 25<sup>th</sup> Avenue North  
Suite 1102  
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project  
COF Contract No. 2017-0264

Subject: RFI 080 - Auxiliary Power Required for CHP Generators

Dear Mr. Harris,

Kiewit is hereby submitting a cost proposal for RFI 080 - Auxiliary Power Required for CHP Generators in the amount of **Nineteen Thousand Nine Hundred Ten Dollars (\$19,910.00)**. The proposal is to add Auxiliary Power and Controls to the CHP-1 Generator and to add future conduits for the CHP-2 Generator to the future location from the Digester MCC's and PLC-12 in accordance with the response to RFI 080 referenced above and the attached proposal dated 9/11/2019 from Wayne J. Griffin Electric, Inc. This price includes conduit and wire for the power, and the conduit and fiber optic cable for the controls.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis  
Project Manager

cc: File  
Michelle Hatcher  
Brian Goodwin

**PREPARED BY: Steve Davis**

RFI 080 - Auxiliary Power Required for CHP Generators





WAYNE J.  
**GRIFFIN ELECTRIC**  
INC.

September 12, 2019

VIA EMAIL ONLY: [Steven.Davis1@kiewit.com](mailto:Steven.Davis1@kiewit.com)

Mr. Steven Davis, Project Manager  
Kiewit  
135 Claude Yates Drive  
Franklin, TN 37064

RE: Job #6198 - Franklin WRF Mods and Exp, Franklin, TN  
Proposal #12

Dear Mr. Davis:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

**DESCRIPTION OF WORK:**

This proposal is to add Auxiliary Power and Controls to the CHP-1 Generator and to add future conduits for the CHP-2 Generator to the future location from the Digester MCC's and PLC-12. This price includes conduit and wire for the power, and the conduit and fiber for the controls. All Fiber Terminations are excluded from this proposal, and to be done by others.

|                   |    |           |
|-------------------|----|-----------|
| Material          | \$ | 6,388.31  |
| Labor             |    | 10,016.92 |
| Overhead & Profit |    | 2,460.78  |
| Subtotal          | \$ | 18,866.01 |
| Bond              |    | 96.22     |
| Total             | \$ | 18,962.23 |

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us.

**Corporate Headquarters:**

116 Hopping Brook Road  
Holliston, MA 01746  
Phone: (508) 429-8830  
Fax: (508) 429-7825

**Regional Offices:**

296 Cahaba Valley Parkway  
Pelham, AL 35124  
Phone: (205) 733-8848  
Fax: (205) 733-8107

1950 Evergreen Boulevard  
Suite 300  
Duluth, GA 30096  
Phone: (678) 417-9377  
Fax: (678) 417-9373

2310 Presidential Drive  
Suite 101  
Durham, NC 27703  
Phone: (919) 627-9724  
Fax: (919) 627-9727

9801-C Southern Pine Boulevard  
Charlotte, NC 28273  
Phone: (704) 522-3851  
Fax: (704) 522-3856

The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (205) 733-8848 ext. 6175, or [troberson@wjgei.com](mailto:troberson@wjgei.com).

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Timothy R. Roberson  
Project Manager

TRR/kam

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

cc: Corbin Coker, Engineer, Kiewit, [Corbin.Coker@Kiewit.com](mailto:Corbin.Coker@Kiewit.com)  
Calvin Mize, Regional Manager, Wayne J. Griffin Electric, Inc.  
Sarah Moore, Project Engineer, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746  
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0012, RFI-080 Auxiliary Power for CHP Gene  
Date: 9/11/2019  
Project Name: Franklin WRF Mods and Exp  
Project Number: 06198-00-18  
Page Number: 1

## Work Description

This proposal is to add Auxiliary Power and Controls to the CHP-1 Generator and to add future conduits for the CHP-2 Generator to the future location from the Digester MCC's and PLC-12. This price includes conduit and wire for the power, and the conduit and fiber for the controls. All Fiber Terminations are excluded from this proposal, and to be done by others.

| Description      | Qty  | Net Price | UM  | Materials (\$) | Labor | Total Hours  |
|------------------|------|-----------|-----|----------------|-------|--------------|
| As Builts        | 0.00 | 0.0000    | HRS | 0.000          | 0.000 | 2.930        |
| Cleanup          | 0.00 | 0.0000    | HRS | 0.000          | 0.000 | 2.930        |
| Tools            | 0.00 | 0.0000    | HRS | 0.000          | 0.000 | 3.510        |
| Field Safety/JHA | 0.00 | 0.0000    | HRS | 0.000          | 0.000 | 2.930        |
| Supervision      | 0.00 | 0.0000    | HRS | 0.000          | 0.000 | 5.850        |
| Project Controls | 0.00 | 0.0000    | HRS | 0.000          | 0.000 | 5.850        |
|                  |      |           |     | <b>0.00</b>    |       | <b>24.00</b> |

|                   |                 |
|-------------------|-----------------|
| Materials         | 0.00            |
| Taxes             | 0.00            |
| Labor @ \$ 71.04  | 1,704.96        |
| Overhead & Profit | 255.74          |
| Bond              | 10.00           |
| <b>Subtotal</b>   | <b>1,970.70</b> |

### AUXILIARY POWER TO CHP GEN 1

| Description                                         | Qty    | Net Price  | UM | Materials (\$)  | Labor | Total Hours  |
|-----------------------------------------------------|--------|------------|----|-----------------|-------|--------------|
| 12 Strand FIBER OPTIC CABLE                         | 200.00 | 2.2500     | FT | 450.000         | 0.018 | 3.500        |
| 2" PVC SCHEDULE 40                                  | 360.00 | 0.9524     | FT | 342.865         | 0.080 | 28.800       |
| 2 PVC COATED ALUM RIGID CONDUIT                     | 30.00  | 26.6067    | FT | 798.200         | 0.180 | 5.400        |
| 2" PVC 45D ELBOW SCHEDULE 40                        | 2.00   | 2.4050     | EA | 4.810           | 0.500 | 1.000        |
| 2" ALUMINUM 90D ELBOW                               | 4.00   | 78.2350    | EA | 312.940         | 0.750 | 3.000        |
| 2" PVC COUPLING SCHEDULE 40                         | 4.00   | 0.6350     | EA | 2.540           | 0.300 | 1.200        |
| 2" PVC FEMALE ADAPTER                               | 8.00   | 0.8900     | EA | 7.120           | 0.300 | 2.400        |
| 2" PVC BELL END                                     | 2.00   | 4.1150     | EA | 8.230           | 0.230 | 0.460        |
| 2 ALUM/PVC COATED COUPLING                          | 4.00   | 30.6150    | EA | 122.460         | 0.700 | 2.800        |
| 2" LOCKNUT                                          | 2.00   | 1.1150     | EA | 2.230           | 0.400 | 0.800        |
| 2 GRD BUSHING INSULATED (MALLEABLE)                 | 3.00   | 20.3100    | EA | 60.930          | 0.600 | 1.800        |
| 2 LIQUIDTITE CONDUIT                                | 10.00  | 11.4100    | FT | 114.100         | 0.200 | 2.000        |
| 2" LIQUID TIGHT STEEL STRAIGHT I.T. INSULATED CONNE | 4.00   | 28.3400    | EA | 113.360         | 0.420 | 1.680        |
| 2 BUSHED CHASE NIPPLE-ALUM                          | 1.00   | 32.2500    | EA | 32.250          | 0.300 | 0.300        |
| #6 XHHW COPPER WIRE                                 | 203.00 | 0.6779     | FT | 137.610         | 0.012 | 2.436        |
| #1 XHHW COPPER WIRE                                 | 608.00 | 1.8645     | FT | 1,133.620       | 0.021 | 12.768       |
| 12x12x6 T304 S-STL BOX HINGE CVR N4X                | 1.00   | 1,145.8800 | EA | 1,145.880       | 1.600 | 1.600        |
|                                                     |        |            |    | <b>4,789.15</b> |       | <b>71.94</b> |

|                   |                  |
|-------------------|------------------|
| Materials         | 4,789.15         |
| Taxes             | 0.00             |
| Labor @ \$ 71.04  | 5,110.90         |
| Overhead & Profit | 1,485.00         |
| Bond              | 58.07            |
| <b>Subtotal</b>   | <b>11,443.12</b> |



116 Hopping Brook Road, Holliston, MA 01746  
 (508) 429-8830 FAX (508) 429-9251

CCN#: P-0012, RFI-080 Auxiliary Power for CHP Gene  
 Date: 9/11/2019  
 Project Name: Franklin WRF Mods and Exp  
 Project Number: 06198-00-18  
 Page Number: 2

**FUTURE CHP GEN2 AUX POWER**

| Description                     | Qty    | Net Price | UM | Materials (\$)  | Labor | Total Hours  |
|---------------------------------|--------|-----------|----|-----------------|-------|--------------|
| 2" PVC SCHEDULE 40              | 360.00 | 0.9524    | FT | 342.865         | 0.080 | 28.800       |
| 2 PVC COATED ALUM RIGID CONDUIT | 30.00  | 26.6067   | FT | 798.200         | 0.180 | 5.400        |
| 2" PVC 45D ELBOW SCHEDULE 40    | 2.00   | 2.4050    | EA | 4.810           | 0.500 | 1.000        |
| 2" ALUMINUM 90D ELBOW           | 4.00   | 78.2350   | EA | 312.940         | 0.750 | 3.000        |
| 2" PVC COUPLING SCHEDULE 40     | 4.00   | 0.6350    | EA | 2.540           | 0.300 | 1.200        |
| 2" PVC FEMALE ADAPTER           | 8.00   | 0.8900    | EA | 7.120           | 0.300 | 2.400        |
| 2" PVC BELL END                 | 2.00   | 4.1150    | EA | 8.230           | 0.230 | 0.460        |
| 2 ALUM/PVC COATED COUPLING      | 4.00   | 30.6150   | EA | 122.460         | 0.700 | 2.800        |
|                                 |        |           |    | <b>1,599.17</b> |       | <b>45.06</b> |

|                   |                  |
|-------------------|------------------|
| Materials         | 1,599.17         |
| Taxes             | 0.00             |
| Labor @ \$ 71.04  | 3,201.06         |
| Overhead & Profit | 720.03           |
| Bond              | 28.15            |
| <b>Subtotal</b>   | <b>5,548.41</b>  |
| <b>Total</b>      | <b>18,962.23</b> |





# Request For Information

**RFI Reference No: KIEWIT-RFI-000080**

Status: RESP RECD

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**For Action:** Michael Sheston, Kiewit  
Steve Davis, Kiewit  
Dan Harris, CDM Smith  
Jon Allen, CDM Smith

**For Info:** Tom Lamb, CDM Smith  
Jim Townsend, CDM Smith  
Brian Goodwin, City of Franklin  
Michelle Hatcher, City of Franklin  
Neena Bilbo, City of Franklin  
Corbin Coker, Kiewit

**Project:** Franklin WRF Modification and Expansion Project

**Subject:** **Auxiliary Power Required for CHP Generators**

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According to the CHP Generator Supplier, the generator will require 60kW of Shore power at 480V to power accessories and parasitic loads. This load is not shown in the contract drawings.

Please provide the sizes and location of this added circuit.

Attachments: Auxiliary Power Required for CHP Generators.htm  
RFI - 000080 Power Connection to Methane Generator.pdf

**Discipline:** E&I                      **Area:** MULTI-AREA                      **Location:** EXIST

**Proposed Solution:**

**Specification Reference:** 11398 - Gas Engine Generator and Accessories

**Drawing Reference:**

**Related RFI No(s):**

**Schedule Impact:**

**Cost Impact:**

**Priority:** H - High

**Originator's Reference  
No :**

**Alt. Reference Number:**

**Response Required By:**

RFI by: Corbin Coker, Kiewit

On: 14 May 2019

Created By: Corbin Coker, Kiewit  
Last Edited By: Michael Sheston, Kiewit

On: 14 May 2019, 04:38:04 PM -05:00  
On: 14 May 2019, 06:42:40 PM -05:00

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**01 - Engineer / Owner Comments**

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- On Drawing E-34, MCC-7 One Line Power Diagram (Continued), at compartment 63, replace the 100A, 3P circuit breaker with a 125A, 3P circuit breaker. Delete the text "SPARE". Add a 2"C., 3#1, 1#6G feeder from the circuit breaker in MCC-7 to the CHP Generator 480V Shore Power Box.
- On Drawing E-56, Instrumentation and Control Riser Diagram, add a box next to PLC-12 and identify the box as "CHP Generator CP-4000-1". Add a 2"C., w/Fiber Optic Cable from the CHP Generator CP-4000-1 to PLC-12.

Engineer / Owner Comments by: John Sanchez, CDM Smith

On: 15 May 2019

Created By: Jon Allen, CDM Smith

On: 15 May 2019, 03:18:07 PM -05:00

Last Edited By: Jon Allen, CDM Smith

On: 15 May 2019, 03:18:07 PM -05:00

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**02 - Response Received / Closeout**

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Response  
Received / Closeout  
by:

On:

Created By:

On:

Last Edited By:

On:



# Kiewit

Kiewit Infrastructure South Co.  
4800 North Point Parkway, Suite 100  
Alpharetta, GA 30022

October 17, 2019

To: Attn: Mr. Dan Harris

LET-KIEWIT-00029.00

CDM Smith, Inc.  
210 25<sup>th</sup> Avenue North  
Suite 1102  
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project  
COF Contract No. 2017-0264

Subject: EQ Tank Conditions of Acceptance

Dear Mr. Harris,

In reference to the letter from Michelle Hatcher dated August 23, 2019 regarding the CROM Equalization Tank – Base Slab Concrete Pour, and more specifically, the four (4) "conditions of acceptance" defined within the letter, Kiewit is submitting the following information and documentation.

Item 1 – Crom has provided a revised sample Warranty (attached) for your review and approval.

Item 2 – Kiewit has received a proposal from ECS Southeast, LLP (attached) for the additional geotechnical investigation and report as required by the Specification Section 13205-1.05-E. The credit proposal for this work is **(\$4,500)**.

Item 3 – Crom has proposed to perform a 3D Scan of the tank interior at the beginning of the warranty period to establish a preservice baseline. At the end of the warranty period, a 24-hour leak test will be performed at full capacity on the tank structure during the normal course of operation using normal wastewater flow. The City of Franklin agrees to assist in valving off the tank to allow the leak test to be performed. If leakage is detected, a 2<sup>nd</sup> 3D Scan will be performed to determine the extent of tank movement and a qualified prestressed concrete tank engineer licensed in the State of Tennessee, who is not an employee of CROM, will perform an interior inspection. Work shall include cleaning of the tank as required for the survey and inspection, and all ancillary work necessary for compliance to OSHA and State regulations.

A conference call was held with Crom, Kiewit, CDM Smith, and the City of Franklin on October 10, 2019 to discuss details of the 3D scan. Crom has also provided additional information in the email from Talmadge Mincey dated October 11, 2019 (attached).

Item 4 – Kiewit and Crom agree to provide a credit in the amount of **(\$7,355)** for the extended engineering costs (attached) incurred for CDM Smith's construction and geotechnical team to arrive at the conditions of acceptance offered by the City of Franklin.

Kiewit greatly appreciates the consideration of above information with hopes it will be found acceptable.



**Kiewit**

Kiewit Infrastructure South Co.  
4800 North Point Parkway, Suite 100  
Alpharetta, GA 30022

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If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis  
Project Manager

cc: File  
Michelle Hatcher  
Brian Goodwin  
Talmadge Mincey



DATE: January 23, 2020

TO: City of Franklin, Tennessee  
124 Lumber Drive, Bldg #1  
Franklin, TN 37064

RE: 10.5-MG Equalization Tank  
Franklin WRF Modifications & Expansion Project  
Franklin, Tennessee  
Crom Job No. 2018-M-031.04

## WARRANTY

Crom, LLC ("CROM®"), a subsidiary of The Crom Corporation, shall guarantee workmanship, design, and materials on the complete structural portion of the tank for a period of ten years from the date of substantial completion and in accordance with the provisions of Specifications paragraph 13205-1.08-A. In case leakage or other defects appear within the ten year period, CROM will proceed to make repairs promptly upon written notice by the owner that such defects have been found. Leakage shall be defined per Specifications Paragraph 01480-3.05.

The warranty shall apply to all items furnished by CROM under this contract. Any modification to the tank structure, other than those included in the drawings and specifications as bid, without express written consent of CROM shall invalidate this warranty.

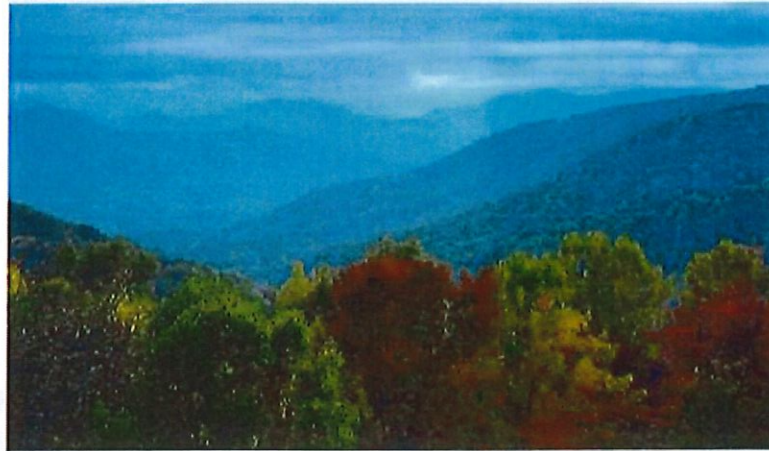
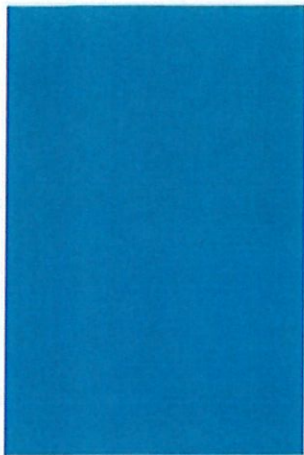
There are no other warranties, including any implied warranties of merchantability or fitness for purpose applicable to the tank. No warranties or representations at any time made by any sales representative, agent or other person shall be effective to vary or expand the above express warranty or any term therein.

The date of substantial completion was achieved on \_\_\_\_\_.

Sincerely,  
Crom, LLC



Talmadge Mincey, P.E.  
President



# **ECS Southeast, LLP**

Proposal for Geotechnical Exploration  
Franklin WRF EQ Tank

Franklin, Tennessee

October 16, 2019







**ECS SOUTHEAST, LLP**

*"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

October 16, 2019

Mr. Steve Davis  
Kiewit Water Facilities South  
4800 North Point Pkwy, Suite 100  
Alpharetta, GA 30022

Reference: Proposal for Subsurface Exploration  
**Franklin WRF EQ Tank**  
Franklin, Tennessee

Dear Mr. Davis:

ECS Southeast, LLP (ECS) would like to thank you for the opportunity to submit this proposal for the above referenced project. This proposal contains our project understanding, proposed scope of services, fees, schedule of work, and authorization requirements.

ECS is a local diversified engineering consulting firm that has performed similar projects throughout Tennessee and the United States. We have the personnel, resources, and experience necessary to provide efficient and cost-effective geotechnical services for this project. We will dedicate the appropriate resources to assist you and the design team with this project.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to the opportunity to work with you on this project and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at 615.885.4983.

Respectfully submitted,

**ECS SOUTHEAST, LLP**

A handwritten signature in blue ink that reads 'Eric Gasiecki'.

Eric M. Gasiecki, P.E.  
Geotechnical Department Manager

A handwritten signature in blue ink that reads 'Mark Luskin'.

Mark D. Luskin, P.E., P.G.  
Principal Engineer



## PROJECT UNDERSTANDING

The site is located at the existing waste water treatment facility in Franklin, Tennessee. We understand that this phase of the project consists of constructing an approximately 215-foot diameter tank. We further understand that only the Southeast quadrant of the tank requires exploration

At the time of this proposal, we have not included subsurface explorations or recommendations for any pavements, steep slopes, temporary soil or rock walls, or retaining walls. If any of the assumptions included herein are inaccurate, ECS should be consulted to confirm that the proposed scopes of services are sufficient for the intended construction.

## SCOPES OF SERVICES

To evaluate the subsurface conditions, ECS recommends a subsurface exploration in general accordance with ACI 372. Based on the size of the proposed tank and specified area, ECS recommends a subsurface exploration that includes five (5) Standard Penetration Test (SPT) borings. ACI 372 recommends extending the SPT boring to depths ranging from approximately 50 to 150 below the existing ground surface or depth of bedrock. ECS recommends extending all SPT borings to the depth of auger refusal. Based on our understanding of borings in the area, we anticipate the depth to auger refusal to generally be shallower than 15 feet below the existing ground surface.

ECS also recommends extending one (1) 10 foot rock cores beyond the depth of auger refusal.

We are free to discuss this intended scope and can revise according to your needs and expectations. In general, Standard Penetration Testing will be performed at 2.5-foot intervals in the first 10 feet and at 5-foot intervals thereafter, where applicable. In SPT borings, groundwater readings will be taken during drilling. Borings will be located using either simple taping methods or GPS (our base scope does not include location of borings by surveying).

Upon completion of drilling operations, borings will be backfilled with the auger cuttings, and the remaining spoils will be mounded at each location. Some damage to the ground surface may result from drilling operations near the work areas and along ingress/egress pathways. ECS will attempt to minimize such damage. The soil samples will be transported to our laboratory in Franklin, TN for further identification and testing including Atterberg Limits testing and Natural Moisture Contents.

We will contact the TN 811 System to locate underground utilities. However, no additional utility locating has been included in this proposal. Should you have drawings indicating any on-site features including utilities, we request a copy for our review. TN 811 does not locate private utilities. We assume that we will be provided the below-grade utility plans, and that a private utility locator is not required for this site. However, if desired, ECS can sub-contract a private utility locator for this site at an additional lump sum fee of **\$1,200**.



Our integrated services will include the drilling of soil borings by crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, and preparation of a geotechnical report. An electronic copy of the geotechnical report will be provided with appropriate engineering seal. Upon request, ECS will prepare two (2) hard copies of the geotechnical report for use by the client.

The geotechnical report will include the following items:

- a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- b. A subsurface characterization and descriptions of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized. Expected geological or seismic hazards will also be addressed.
- c. Final logs of the soil borings, test pits, and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring and test pit location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet. Existing approximate elevations will be recorded for each top of boring and test pit, based on interpolation of approximate locations and contour information, if provided.
- d. Recommendations for allowable bearing pressure for conventional shallow/deep foundation systems (as applicable) and estimates of predicted total and differential foundation settlement. This will include specific project information and design loads provided by the project structural engineer, if applicable.
- e. Recommendations for floor slab and pavement construction, including recommendations for subgrade modulus, subgrade improvements and underslab subdrainage recommendations, if necessary.
- f. Evaluation of the on-site soil characteristics encountered in the soil borings and test pits. Specifically, we will discuss the suitability of the on-site materials for re-use as engineered fill to support foundations, slabs, and pavements. We will also include compaction requirements and suitable material guidelines.
- g. Recommended seismic site class in accordance with IBC 2012 based on Standard Penetration Testing and our knowledge of the site geology. See below for information on optional Seismic Site Classification (ReMi) Testing and Probabilistic Seismic Hazard Analysis (PSHA) services.
- h. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project (supplemental reports and evaluations can be performed as requested; supplemental



reports and evaluations will be considered additional scope and will be billed in accordance with our standard fee schedule unless otherwise negotiated).

### PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- ECS will be granted safe, unrestricted access to the property.
- Client will provide or obtain right-of-entry for ECS to conduct our field services. Client will also provide a detailed, scaled site plan showing proposed and existing features if available.
- Field exploration (drilling) will be performed Monday through Friday during normal business hours. Additional fees will be required for field services required by the Client during off-hours or weekends. Also, we have not budgeted for delays (e.g., waiting for site access or contact personnel, time for meetings, etc.) once the drill rig arrives at the site.
- Care will be exercised to mitigate damage to lawn, landscape, pavement, soft ground, and other areas that may be disturbed during the field exploration. Due to the weight of the drilling equipment, rutting of exposed subgrade, or cracking of existing pavements (i.e. roads, sidewalks, etc.) could occur in those areas traversed by the drilling equipment especially when the subgrade is wet. Our fee does not include time or expenses associated with the repair of ruts or damage.
- Excess soil cuttings generated from drilling activities will not be removed from the site by ECS. The boreholes will be backfilled with auger cuttings. If bentonite seals or grout are required, additional fees will be assessed. Excess soil cuttings will be left on site and placed in greenbelt areas, unless directed otherwise.
- Client will inform us of any known environmental site conditions which could affect the health and safety of our drill crew. We will report unusual odors and colorations of the soil or groundwater observed in the borings. Environmental sampling and analytical testing would be required to evaluate the presence or absence of contamination, but is beyond the proposed scope of services.

Although ECS can offer other services for the project, our proposed scope of services for this geotechnical evaluation does not include detailed recommendations for construction dewatering, excavation sheeting, temporary shoring, or erosion control; cost or quantity estimates; construction materials testing services; time for meetings; or a significant amount of consulting time after transmittal of our report. Additional project work not specifically addressed by this proposal shall be charged at a time and materials rate. Additional work, if required, shall be authorized by the client prior to initiation.

### FEES/COST OF SERVICES

ECS will provide the described geotechnical exploration for the lump sum fee of \$4,500.

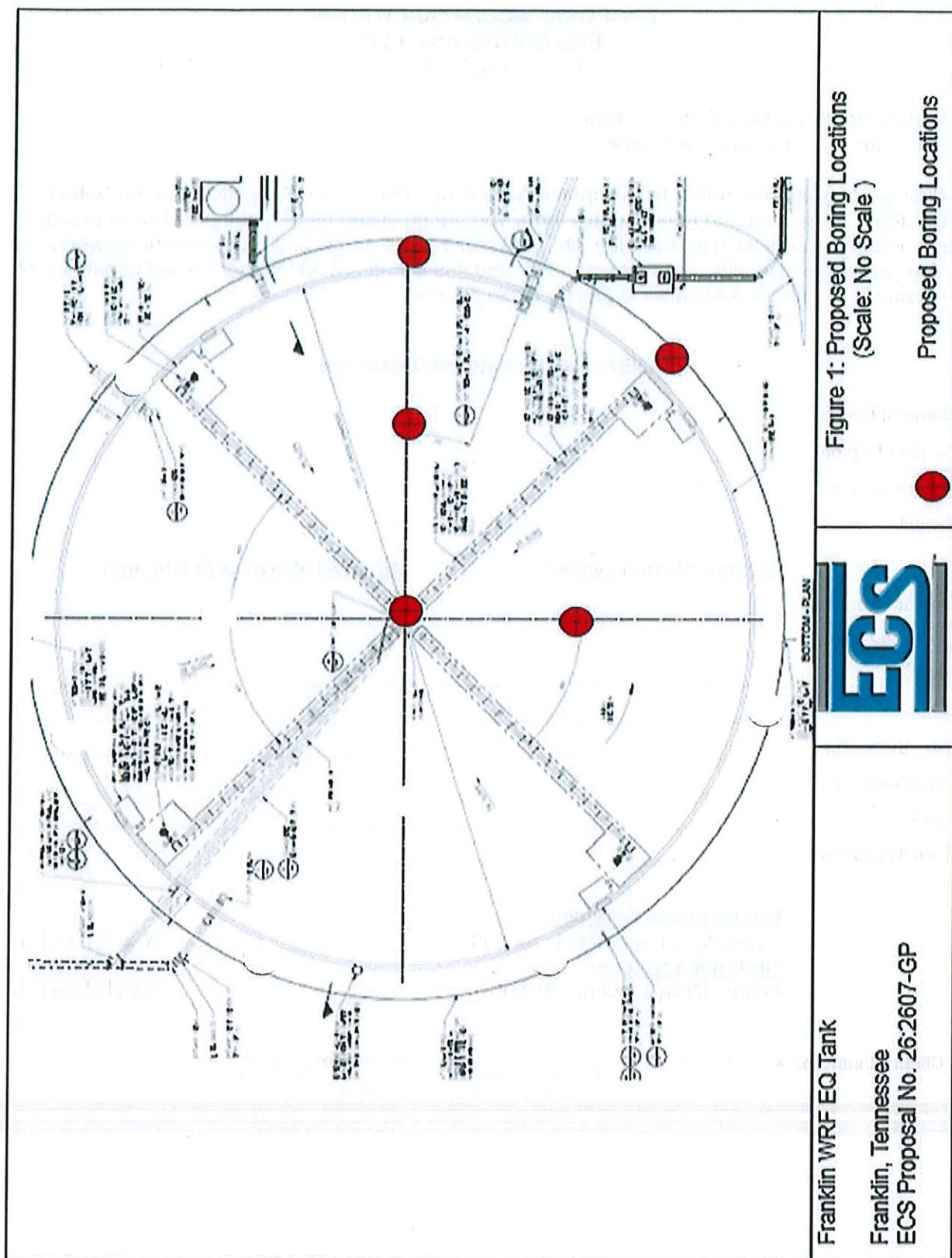
**SCHEDULE OF WORK**

For the Subsurface Exploration, we anticipate being able to mobilize to the site within approximately 7 business days (weather permitting) after written authorization to proceed and after utility location by TN 811. We anticipate that the drilling operations should require approximately 1 day, and that the laboratory testing, after drilling is completed, will require approximately 5 business days. For time budget purposes, the entire base scope of services is anticipated to take approximately 3 weeks from initial authorization through report submission.

**OPTIONAL SERVICES****AUTHORIZATION**

Attached to this proposal, and an integral part of this agreement, are our "Terms and Conditions of Service." These conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers. Your acceptance of this proposal may be indicated by executing the attached Proposal Acceptance form and returning a copy to us via email, facsimile, and/or US Mail.







**PROPOSAL ACCEPTANCE FORM**  
**ECS SOUTHEAST, LLP**  
(Please Print or Type)

Project Name: Franklin WRF EQ Tank  
Location: Franklin, Tennessee

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the terms and conditions of service in its entirety and agree to pay for these services.

**CLIENT AND BILLING INFORMATION**

Name of Client: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail: \_\_\_\_\_

|                  | <u><b>Responsible for Payment</b></u> | <u><b>Approval of Invoice (if different)</b></u> |
|------------------|---------------------------------------|--------------------------------------------------|
| Contact Name:    | _____                                 | _____                                            |
| Company Name:    | _____                                 | _____                                            |
| Address          | _____                                 | _____                                            |
| Address          | _____                                 | _____                                            |
| City, State, Zip | _____                                 | _____                                            |
| Telephone No.:   | _____                                 | _____                                            |
| Fax No:          | _____                                 | _____                                            |
| E-mail Address:  | _____                                 | _____                                            |

**Geotechnical Services**

Subsurface Exploration: \$4,500

Yes ☐ No ☐

**Optional Services**

Private Utility Locator: \$1,200

Yes ☐ No ☐

Client Signature: × \_\_\_\_\_ Date: \_\_\_\_\_

**Proposal:** (hereinafter the "Proposal")

## ECS SOUTHEAST, LLP TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS SOUTHEAST, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### **3.0 STANDARD OF CARE**

**3.1** In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### **4.0 CLIENT DISCLOSURES**

**4.1** Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### **8.0 UNDERGROUND UTILITIES**

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

### **9.0 SAMPLES**

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

### **10.0 ENVIRONMENTAL RISKS**

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

It to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling





Is an essential element of the Services Indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

#### 11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

#### 12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

#### 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall

constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

#### 15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by [www.bls.gov](http://www.bls.gov) when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

#### 16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation Insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

#### 18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or





subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

#### **19.0 INDEMNIFICATION**

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNERS' ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 If CLIENT is a RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNERS' ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

#### **20.0 CONSEQUENTIAL DAMAGES**

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

#### **21.0 SOURCES OF RECOVERY**

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

#### **23.0 DISPUTE RESOLUTION**

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an

Independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

#### **24.0 CURING A BREACH**

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

#### **25.0 TERMINATION**

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

#### **30.0 TITLES: ENTIRE AGREEMENT**

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT





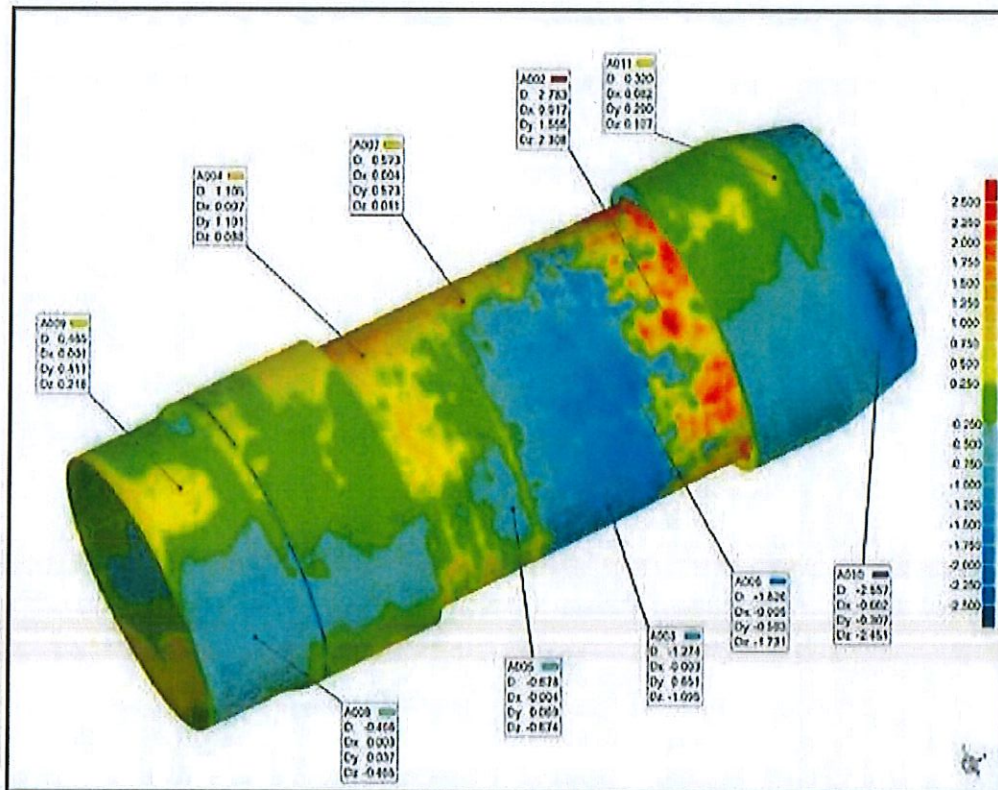
## Steven.Davis1

**From:** Talmadge B. Mincey <tbm@CromCorp.com>  
**Sent:** Friday, October 11, 2019 3:52 PM  
**To:** Steven.Davis1  
**Cc:** Jared.Carr; Nicoleus Rainey  
**Subject:** [EXTERNAL] 3D Scan information

Steve,

The 3D scan service provider relayed the following information:

- There is high confidence that the file types used today would be compatible 10 years hence.
- The most common scan formats are .dwg, .dgn, and .stl, but the models can be exported in several other formats as well.
- The scanner provides 1.5mm accuracy.
- The scanner requires line of site to the control points. Instead on 1 pin in the bottom of the sump, we should install 4 pins at 90° around the top of the sump just outside the handrail. This gives us the same bearing depth as the sump bottom since the sump walls are incompressible.
- The pre-service scan should be completed after the tank is hydro-tested to eliminate initial settlement from long-term.
- The deviation rendering below was completed to determine the pitting inside a 15' diameter x 45' long concrete kiln. The deviation scale is in inches.



Share this with the team and let me know if they need anything further.



Parkview Towers  
210 25<sup>th</sup> Avenue North, Suite 1102  
Nashville, Tennessee 37203  
tel: 615-771-2466  
fax: 615-778-9733

August 28, 2019

Mr. Steve Davis  
Kiewit Infrastructure South Co.  
4405 International Blvd NW, Suite C-101  
Norcross, GA 30093

Subject: Franklin WRF Expansion Project  
Extended Engineering Costs

Dear Mr. Davis;

Per the August 23, 2019 letter from Michelle Hatcher (COF), the City has incurred costs for work by CDM Smith outside of our current scope of services in evaluating subsurface conditions at the Equalization Tank, and for which the City expects reimbursement through credit. Those costs are detailed below.

| NAME                | ROLE                        | EXT COST    |
|---------------------|-----------------------------|-------------|
| Daniel, Zack        | Officer                     | \$<br>900   |
| Harris, Daniel A    | Project Manager             | \$<br>1,520 |
| Huguenard, Robert P | Senior Technical Specialist | \$<br>945   |
| Neamtu, Danielle K  | Technical Specialist        | \$<br>3,990 |
|                     |                             | \$          |
| TOTAL               |                             | 7,355       |





CDM Smith Extended Costs  
August 28, 2019  
Page 2

Feel free to contact me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris".

Daniel A. Harris, PMP, CCM, LEED GA  
Project Manager  
CDM Smith

cc: Brian Goodwin, City of Franklin  
File 231666.05.02.10



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CDM Smith Extended Costs

August 28, 2019

Page 2

Feel free to contact me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris", with a stylized flourish at the end.

Daniel A. Harris, PMP, CCM, LEED GA  
Project Manager  
CDM Smith

cc: Brian Goodwin, City of Franklin  
File 231666.05.02.10

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2020-0015**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIA INFRASTRUCTURE ASSOCIATES** 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:

**GIST STREET WATER AND SANITARY SEWER REPLACEMENTS**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and survey services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Forty-Two Thousand Three Hundred Forty dollars and Zero cents (\$42,340.00).

The Board of Mayor and Aldermen approved this agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

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

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



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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

**ARTICLE 6. SCHEDULE.**

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

## **ARTICLE 7. USE OF DOCUMENTS, DATA.**

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



convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

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

#### **ARTICLE 8. INSURANCE.**

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
  - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

- d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

#### **ARTICLE 9. PAYMENT.**

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES  
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at [www.gsa.gov](http://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: PRESIDENT  
Date: Feb 1 2020

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Maricruz R. Fincher, Staff Attorney





COF Contract No. 2020-0015  
Attachment A  
307 Hickerson Drive  
Murfreesboro, TN 37129  
tel 615.516.2852  
www.cia-engineers.com

January 21, 2020

Michelle Hatcher, PE  
Director, Water Management Department  
124 Lumber Drive  
Franklin TN 37064

**RE: Survey and Design Proposal for Professional Services  
Gist Street Water and Sanitary Sewer Replacements**

Michelle,

Thank you for the opportunity to submit this proposal for the above referenced project. Below is a listing of proposed project costs. The supporting documentation for the estimate is also attached for your use and evaluation.

- |                                                  |             |
|--------------------------------------------------|-------------|
| 1. Estimated survey (no easements)               | \$12,340.00 |
| 2. Estimated plans and specifications            | \$26,000.00 |
| 3. Estimated as-built work (survey and drawings) | \$4000.00   |

The above pricing is for customary work and would be not to exceed unless unforeseen conditions are experienced and permission is given by the City of Franklin. If you have any questions or edits regarding this proposal, please do not hesitate to call me at 615-516-2852.

Sincerely,  
CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC

A handwritten signature in blue ink, reading 'Linda J. Sullivan'.

Linda J. Sullivan, PE, President  
Senior Utility Engineer

**SCOPE AND FEE ESTIMATE**  
**GIST STREET UTILITY REHABILITATION PROJECT**  
**CITY OF FRANKLIN, WILLIAMSON COUNTY, TN**

**Surveying Services**

| MANHOUR ESTIMATE                                                |           |           |           |           |  |  |  |            |
|-----------------------------------------------------------------|-----------|-----------|-----------|-----------|--|--|--|------------|
| TASK 1                                                          | RLS       | TECH      | PC        | IM        |  |  |  | HOURS      |
| Establish & Verify Survey Control including differential levels |           |           | 4         | 4         |  |  |  | 8          |
| R/W, Utility, & Property Research                               | 5         | 2         |           |           |  |  |  | 7          |
| Property and Present Right-of-way Data Collection               |           |           | 8         | 8         |  |  |  | 16         |
| Topographic Data Collection                                     |           |           | 20        | 20        |  |  |  | 40         |
| Utility/Stormwater Data Collection                              |           |           | 8         | 8         |  |  |  | 16         |
| Process and Compile Survey Data, Reduce Notes                   | 4         |           |           |           |  |  |  | 4          |
| Property & Present Right-of-way Resolution                      | 5         | 4         |           |           |  |  |  | 9          |
| Develop Digital Terrain Model                                   |           | 6         |           |           |  |  |  | 6          |
| Develop Survey Deliverables                                     | 4         | 24        |           |           |  |  |  | 28         |
| <b>TOTAL MANHOURS - TASK 1</b>                                  | <b>18</b> | <b>36</b> | <b>40</b> | <b>40</b> |  |  |  | <b>134</b> |

**Surveying Services**

| COST PROPOSAL                                      |       |           |                    |
|----------------------------------------------------|-------|-----------|--------------------|
| TASK 1                                             | Hours | Rate      | Amount             |
| RLS - Registered Surveyor / Survey Project Manager | 18    | \$ 130.00 | \$2,340.00         |
| TECH - Cadd/Design Technician                      | 36    | \$ 100.00 | \$3,600.00         |
| PC - Survey Party Chief                            | 40    | \$ 95.00  | \$3,800.00         |
| IM - Survey Instrument Man                         | 40    | \$ 65.00  | \$2,600.00         |
| Subtotal TASK 1                                    |       |           | \$12,340.00        |
| <b>TOTAL COST - SURVEYING SERVICES</b>             |       |           | <b>\$12,340.00</b> |

**Survey Scope of Work**

CIA will prepare a roadway database survey of GIST ST from Columbia Avenue to Adams Street.

The limits of survey are as follows:

- Gist Street - 60' wide DTM (30' each side of centerline) from Columbia Ave. to Adams Street,
- Columbia Avenue - Topo from R.O.W. to R.O.W for 50' north and south of the center of Gist Street (100' total)
- Adams Street - Topo from R.O.W. to R.O.W for 50' north and south of the center of Gist Street (100' total)

Water meters located outside the public right-of-way will be collected. The survey will be delivered in AutoCAD dwg format.





- PUBLIC SIDEWALKS
- PRIVATE SIDEWALKS AND TRAILS
- FIELDSTONE HOA - PROPOSED SIDEWALK



# FIELDSTONE FARMS Sidewalk Initiative



By: Dan Thomas



# *FIELDSTONE FARMS* *Sidewalk Initiative*

- ❖ My Background
- ❖ Why I'm Here Today
- ❖ Sidewalk Project Proposal
- ❖ Construction Company Estimates
- ❖ Timing -- Why Now?
- ❖ Conversations with the City of Franklin
- ❖ Questions & Discussion

# FIELDSTONE FARMS

## Sidewalk Initiative

❖ Moved to Fieldstone Farms  
3 Years Ago





# FIELDSTONE FARMS Sidewalk Initiative



Lexington Parkway

# FIELDSTONE FARMS Sidewalk Initiative



Blackhorse Parkway



# FIELDSTONE FARMS

## Sidewalk Initiative





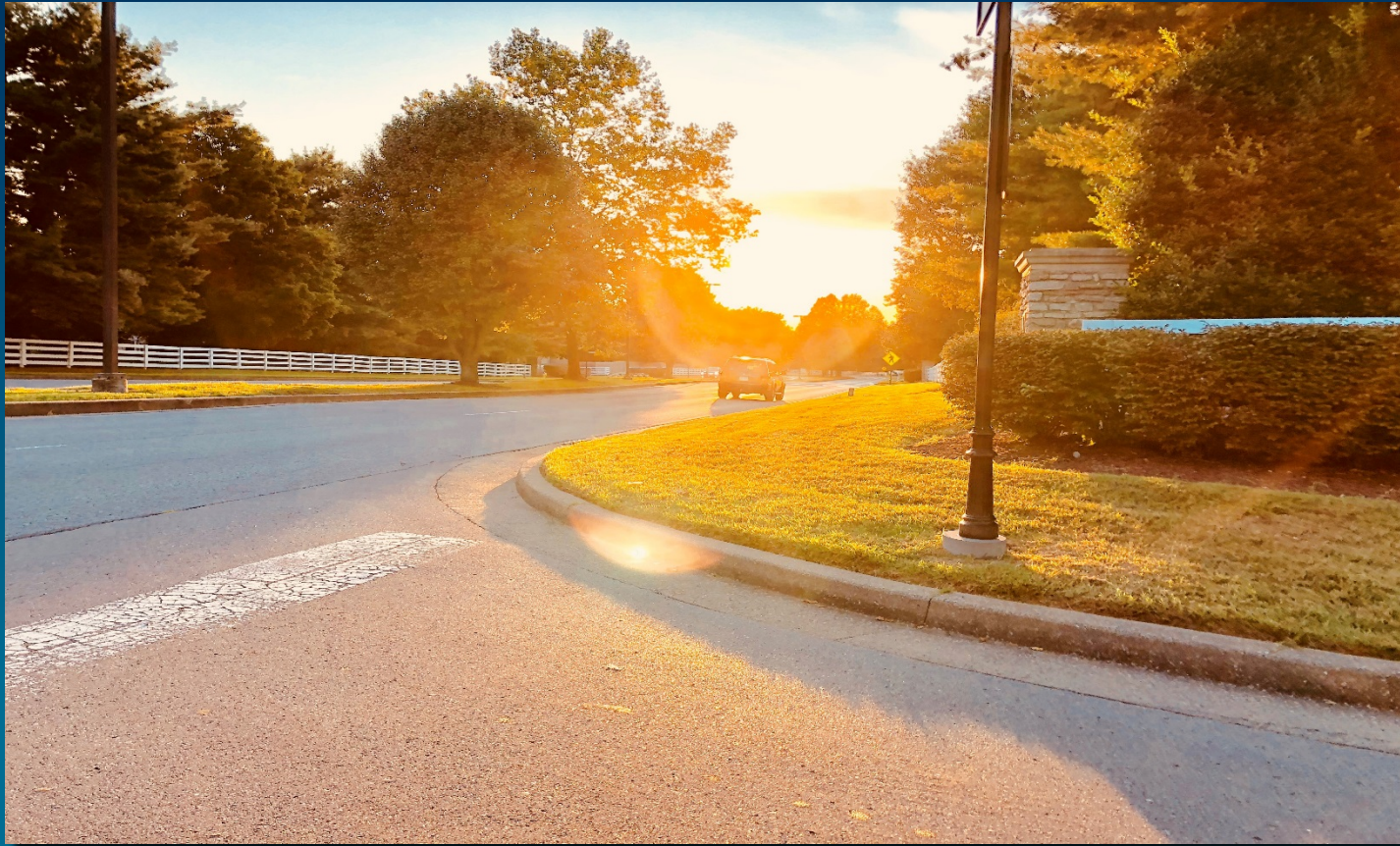
# FIELDSTONE FARMS Sidewalk Initiative



High Speed....40+mph



# FIELDSTONE FARMS Sidewalk Initiative



Dangerous Visibility.....Low Sun Angle



# FIELDSTONE FARMS Sidewalk Initiative



Dangerous Visibility.....Low Sun Angle

# FIELDSTONE FARMS

## Sidewalk Initiative

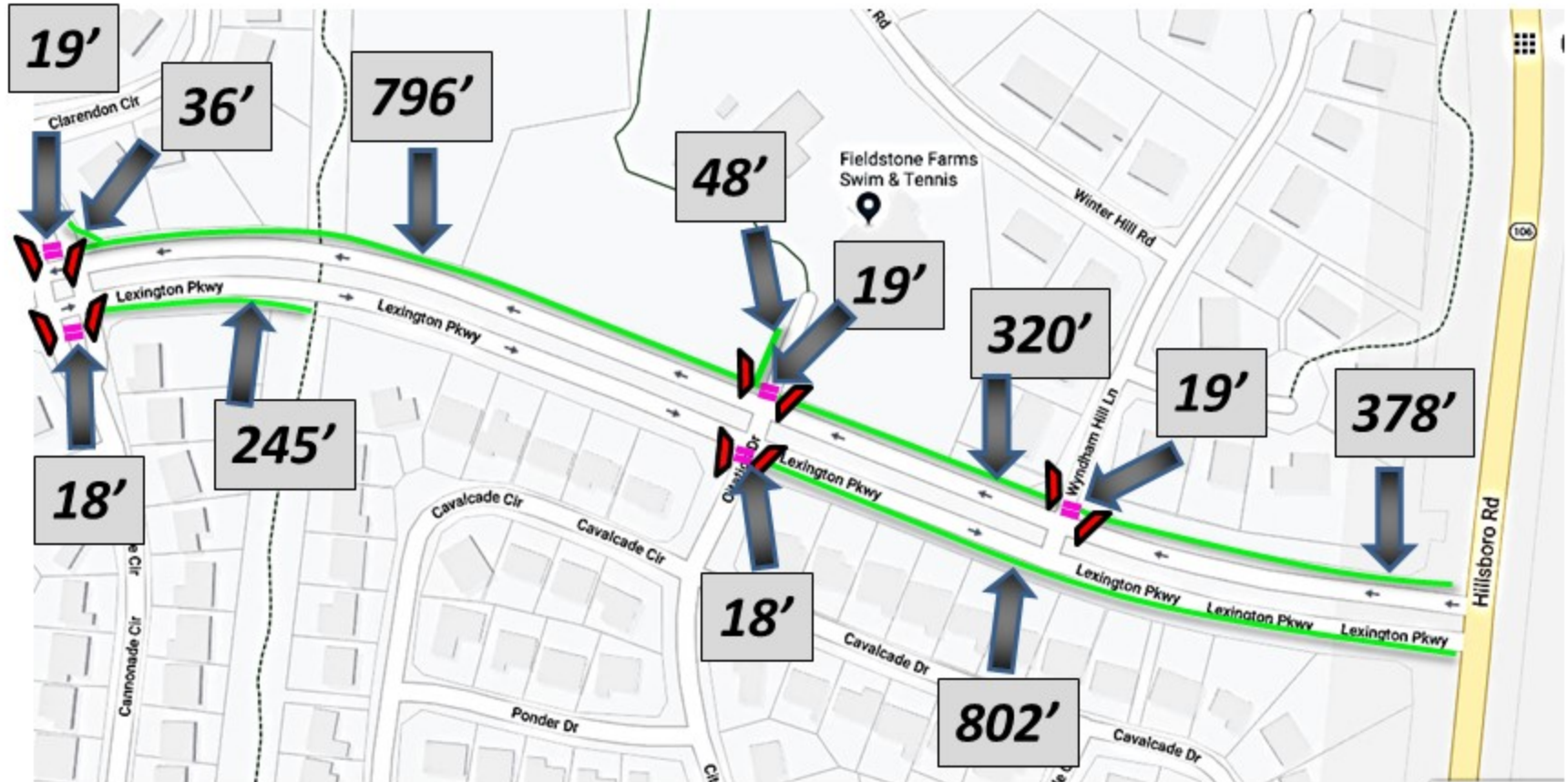




# LEXINGTON PARKWAY

*(Hillsboro Road to Cannonade Circle)*

2,625' of sidewalk, 93' of median cut throughs, & 10 ADA Ramps



Sidewalk



Median Cut-Through



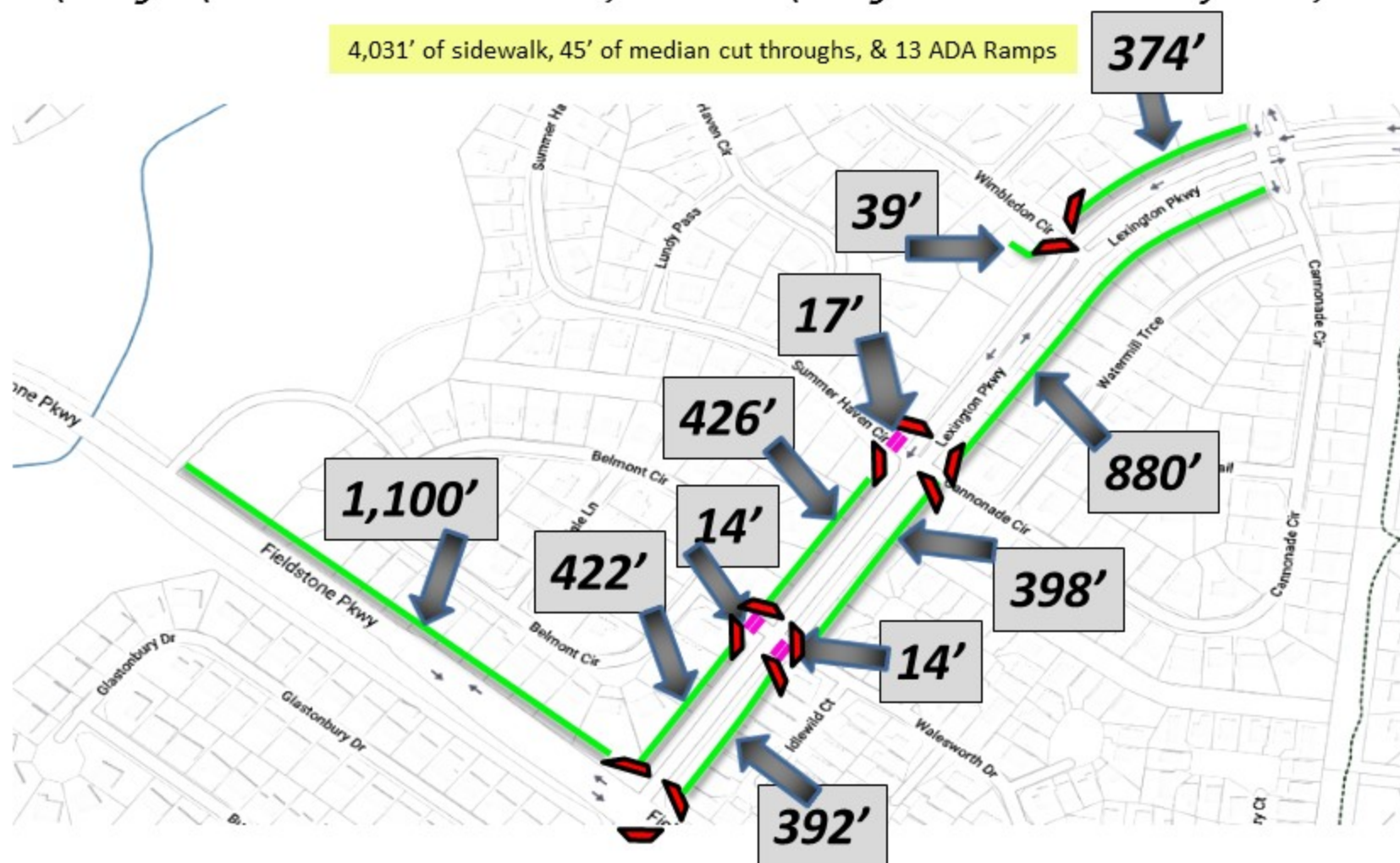
ADA Ramp



# LEXINGTON PARKWAY to FIELDSTONE PARKWAY

*(Lexington (Cannonade Circle to Fieldstone) & Fieldstone (Lexington to Crosswalk at Utility Station))*

4,031' of sidewalk, 45' of median cut throughs, & 13 ADA Ramps



Sidewalk



Median Cut-Through



ADA Ramp

# FIELDSTONE PARKWAY

*(Lexington Parkway to Tenbury Pass/Trent Park Place)*

1,009' of sidewalk, 18' of median cut throughs, & 4 ADA Ramps



Sidewalk



Median Cut-Through



ADA Ramp

# FIELDSTONE PARKWAY

*(Tenbury Pass/Trent Park Place to Hillsboro Road)*

2,194' of sidewalk, 19' of median cut throughs, & 5 ADA Ramps



Sidewalk



Median Cut-Through



ADA Ramp



# FIELDSTONE FARMS

## Sidewalk Initiative

### Construction Company Estimates:

- *D. Nickell Company, LLC* \$780k
- *Roy T. Goodwin Contractors* \$650k
- *Whitman's Construction* \$360k
- *KCS Construction* No Less Than \$400k
- *May Construction* \$390k

# FIELDSTONE FARMS

## Sidewalk Initiative

\$390,000...all  
inclusive, except  
cutting noses off  
islands where  
necessary

| PROPOSAL                                                                                               |                                  |
|--------------------------------------------------------------------------------------------------------|----------------------------------|
| M. A. Y. Construction Company, Inc.<br>P.O. Box 1025<br>Franklin, TN 37065<br>Office/Fax: 615.791.9877 |                                  |
| PROPOSAL NO. 002647                                                                                    |                                  |
| SHEET NO.                                                                                              |                                  |
| DATE 9-16-19                                                                                           |                                  |
| PROPOSAL SUBMITTED TO: Dr. Thomas                                                                      | WORK TO BE PERFORMED AT:         |
| NAME: Fieldstone Farms                                                                                 | ADDRESS: Lexington Pkwy Sidewalk |
| ADDRESS: Lexington Pkwy                                                                                | DATE OF PLANS: 9-16-19           |
| Franklin, TN                                                                                           | ARCHITECT:                       |
| PHONE NO.                                                                                              |                                  |

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Approx 50,000 sq. Ft. of 4" Sidewalk with  
2'-4' of Stone. Dirt Removal & haul off.  
Dirtwork around Sidewalk when completed.  
All work to be to C.O.F. Specs.  
3,500 psi Concrete with Fiberglass  
Expansion Material @ 30'. Joints @ 5'.  
Approx 32 ADA Ramp to City of Franklin Specs.  
This does not include Curb Removal & Replacement.

This is an Approximate Quote.  
It will vary little to none unless there is  
Something you Request Different.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Three Hundred and ninety thousand Dollars (\$ 390,000.00) with payments to be made as follows. pay as progress is approved

Respectfully submitted  
Per M.A.Y. Const. Co. Inc.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Note — This proposal may be withdrawn by us if not accepted within 30 days.

# FIELDSTONE FARMS Sidewalk Initiative

\*\*\* Fieldstone Farms HOA Wants to  
Partner with the City of Franklin

- *2,137 homes -- @6,000 residents*
- *7.5% of population of Franklin*
- *Hunters Bend Elementary School -- @500 students*
- *Walkers, joggers, cyclists, & all drivers would benefit!*



# FIELDSTONE FARMS

## Sidewalk Initiative

QUESTION: Why now?

ANSWER: The danger has never been greater.



*Distracted  
Drivers*



*Amazon Delivery  
Trucks*



*Pool Membership  
Up @1,000%*

# FIELDSTONE FARM Sidewalk Initiative

## Conversations with the City of Franklin:

- Dana McLendon (Alderman, 2<sup>nd</sup> Ward)
  - o Supports & would vote for city funding of sidewalks on Lexington & Fieldstone Parkways
  - o Present at Monday's monthly HOA meeting for discussion
    - Little chance of city funding if no HOA funding
    - Reasonable to good chance of city funding if joint funding committed by HOA – city could leverage funds (add sidewalks for ½ price)
    - Said he'll get me added to February 27<sup>th</sup> Capital Investment Committee Board Meeting agenda to present

# FIELDSTONE FARMS

## Sidewalk Initiative

### Conversations with the City of Franklin:

- Paul Holzen (Director of Engineering)
  - o When funding plan established, he'll approve project quickly
  - o Eric Gardner (Neighbor/Civil Engineer)
    - Evaluate plat together & approve
    - Eric has agreed to do this
    - NO need for survey team or engineering report



# FIELDSTONE FARMS Sidewalk Initiative

## Conversations with the City of Franklin:

- Derrick McCord (Senior Road Inspector)
  - o Both KCS & May Construction would do excellent work
  - o Will walk & evaluate project once approved & work closely with construction company

# FIELDSTONE FARMS Sidewalk Initiative

## Conversations with the City of Franklin:

- Charlie Warner (Franklin Police Dept. PIO)
  - o Lexington & Fieldstone Parkways – last 5 years
    - 391 speeding tickets
    - Average: +17.5 mph
    - Top speed 58 mph

# SUMMARY

- ❖ May Construction -- @390k
- ❖ Fieldstone Farms HOA would like to partner with the City of Franklin on this project.
- ❖ Joint funding
- ❖ Sidewalks on Lexington & Fieldstone would eliminate this major safety vulnerability for the @6,000 Franklin residents & additional visitors to Fieldstone Farms.



# FIELDSTONE FARMS Sidewalk Initiative



Questions & Discussion





MORNINGSIDE SECTION 8, LOT 19

EXPOND

BRENTWOOD POINT PHASE II - LOT 8





# Morningside, Section 8, Lot 19



SCM\_2004.04\_4

SCM\_2004.04\_1

SCM\_2004.04\_3

SCM\_2004.04\_2

## Asset Type

- Bioretention Area
- Bioretention Swale
- Buffer
- Cistern
- Constructed Wetland
- Dry Detention
- Grassed Swale
- Green Roof
- Infiltration Trench
- Permeable Pavers
- Pervious Pavement
- Rain Garden
- Underground Detention
- Water Quality Swale
- Water Quality Unit
- Wet Pond

## FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2019. All Rights Reserved.



# SCM Inspection Report



Parcel ID:

SCM Type: Dry Pond

SCM: SCM\_2004.04\_1

Site Name: Morningside, Section 8, Lot 19

Inspection #: 1057

Completed Date: 12/2/2019

|                                                                                                               |                     |
|---------------------------------------------------------------------------------------------------------------|---------------------|
| Is the contributing drainage area free of erosion                                                             | No                  |
| Is there an emergency spillway or embankment                                                                  | No                  |
| What type of outlet structure does the pond have<br>(If Other explain in Comments section)                    | Other               |
| Are all the outfall channels functional and not eroding                                                       | Yes                 |
| Is there a sediment forebay installed                                                                         | No                  |
| Is there a permanent pool in the wet pond                                                                     |                     |
| Are headwalls and endwalls in good condition<br>(I.e. undercutting, erosion present, structural issues, etc.) | No                  |
| Have there been complaints filed                                                                              | Yes                 |
| Overall Condition of the Wet Pond                                                                             | FunctioningMaintReq |

**COMMENTS:** Wetland vegetation present in bottom of pond. Evidence of water more then 24 hours after a rain event flowing from swale at the wood line behind Brentwood Point. There are inconsistencies with the outlet structure on two plans this dry pond shows up on. On the approved Morningside, Section 8 plans, the outlet structure is a head wall; however, on the approved Brentwood Pointe, Phase 2 Lot 8 plans, the outlet structure is a outlet structure designed with a low flow orifice and overflow elevation. The inlet head wall is sinking and separating from the pipe and erosion is occurring at the inlet.



Inlet from  
Brentwood Pointe



Water flowing  
from wood line



Outlet Headwall



Wetland  
vegetation

INSPECTION AND MAINTENANCE AGREEMENT  
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this 17<sup>th</sup> day of March, 2004, by and between Harry & Smith Contractors, Inc.  
hereinafter referred to as the "OWNER(S)" of the following property MORNINGSIDE, SECTION 8, LOT-19

\_\_\_\_\_ and City of Franklin, Tennessee, hereinafter referred to as the "CITY",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

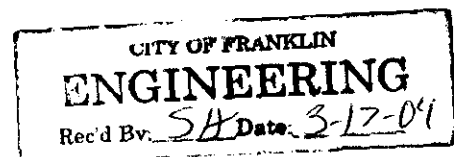
1. The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long term maintenance and continuation of stormwater control measures to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1<sup>st</sup> of each year. The report will include the Long Term Maintenance Plan that document inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER(S) shall grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor in accordance with the Stormwater Management Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance and is due upon receipt.
5. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
8. The OWNER(S) shall record this AGREEMENT in the Land Records of the County of Williamson, Tennessee.

BK/PG:3212/364-365  
04018168

|            |          |
|------------|----------|
| AGREEMENT  | 03:27 PM |
| 04/26/2004 | 18173    |
| BATCH      | 0.00     |
| MTG TAX    | 0.00     |
| TRN TAX    | 10.00    |
| REC FEE    | 2.00     |
| DP FEE     | 0.00     |
| REG FEE    | 12.00    |
| TOTAL      |          |

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE  
REGISTER OF DEEDS



ATTEST:

Betty McLean

FOR THE OWNER(S):

Harry & Smith Contractors, Inc.  
by: Wayne Morrison  
Vice-president

PRINT OWNER NAME

Harry & Smith Contractors, Inc.  
by: WAYNE MORRISON

PHONE NUMBER

615-383-9070

STATE OF

Tennessee

COUNTY OF

Davidson

I hereby certify that on this 17<sup>th</sup> day of March, 2004, before the subscribed, a Notary Public of the State of Tennessee, and the County of Davidson, aforesaid personally appeared Wayne Morrison and did acknowledge the foregoing instrument to be their act.

In testimony whereof, I have affixed my official seal.

Sue Toney  
Notary Public

My Commission Expires:

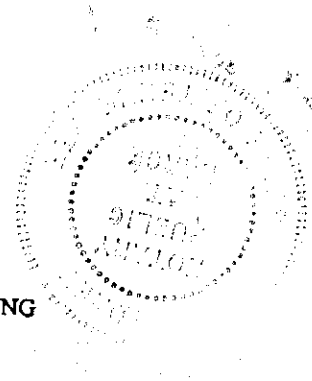
5.29.05

REVIEWED BY:

FOR THE CITY OF FRANKLIN,  
DEPARTMENT OF ENGINEERING

Daphne

PREPARED BY:  
CITY OF FRANKLIN,  
DEPARTMENT OF ENGINEERING  
CITY HALL MALL  
109 3<sup>rd</sup> AVENUE SOUTH  
FRANKLIN, TN 37065







- Type
- ☒ All
  - ☐ Facilities
  - ☐ Parks
  - ☐ Stormwater
  - ☐ Transportation
  - ☐ Water Management
- Phase
- ☒ All
  - ☐ Design
  - ☐ ROW
  - ☐ Construction
- Project Status
- All
  - Active
  - Completed

Dollars Spent To Date  
**\$701,949**

Project Budget  
**\$19,634,800**

**Design** ROW Construction

Current Projects

**29**

- 1 - East McEwen Drive Phase 5 Extension
- 2 - Fire Station No. 7 (Goose Creek Area)
- 3 - Municipal Services Complex Improvements
- 4 - Southeast Municipal Complex (Park)
- 5 - Lockwood Glen Park
- 6 - Bicentennial Park
- 7 - Harlinsdale Farm Bridge & Greenway
- 8 - East Flank Circle Resurfacing
- 9 - 100-Block Battle Avenue Drainage Improvements
- 10 - Watson Branch (Maplewood) Culvert Rehabilitation
- 11 - Liberty-Mallory Interersection Improvements
- 12 - East McEwen Drive Roundabout Improvements
- 13 - SR-96 West Multi-Use Trail
- 14 - Westhaven Boulevard Traffic Signal
- 15 - Jordan Road Improvements
- 16 - Old Peytonsville Road & Long Lane Bridge & Connector
- 17 - West Main Street Bridge Widening
- 18 - Columbia Avenue Widening & Improvements

