



Meeting Agenda

Capital Investment Committee

Thursday, August 22, 2024

3:00 PM

Board Room

CALL TO ORDER

SETTING OF THE AGENDA

1. Consideration Of Changes In Agenda And Setting The Agenda
 - i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote
 - ii. Proposed Changes To The Agenda
 - iii. Approval Of Agenda As Submitted Or Changed

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
July 25, 2024 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration Of Amendment 1 To COF Contract No. 2022-0143, With The Flourney Development Group And FDG-NHC Optima JV, LLC For Parkland Impact Fee And Construction Agreement

Sponsors: Paul Holzen, Jimmy Wiseman, Robyn Freeman

4. Consideration Of Amendment 1 To COF Contract No. 2022-0158, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (Formerly Known As Vaughn & Melton Consulting Engineers, Inc.) For Right-Of-Way Acquisition/Negotiation Services On The Columbia Avenue Widening And Improvements Project, To Reflect A Company Name Change Due To A Recent Corporate Merger

Sponsors: Paul Holzen, Jonathan Marston, William Banks

5. Consideration Of Amendment 1 To COF Contract No. 2022-0291, A Professional Services Agreement With Civil & Environmental Consultants, Inc. For Construction Engineering & Inspection Services For The Park At Harlinsdale Farm Multi-Use Trail And Bridge (TDOT PIN 126630.00) At A Cost Increase Not To Exceed \$72,500

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

6. Consideration Of COF Contract No. 2024-0251, With Kimley Horn And Associates For Safe Streets & Roads For All (SS4A) Action Plan

Sponsors: Paul Holzen, Adam Moser

7. Consideration To Deny Sewer Availability For Skylight Ranch, 2051 Wilson Pike (Map 080, Parcel 05403)

Sponsors: Michelle Hatcher, Scott Andrews

8. Capital Projects Dashboard And Status Updates For August 2024

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



Meeting Minutes

Capital Investment Committee

Thursday, July 25, 2024

3:30 PM

Board Room

CALL TO ORDER

Chair Brandy Blanton called the meeting to order at 03:30 PM

Board Members Present: Brandy Blanton, Matt Brown, Beverly Burger

Board Members Absent: Greg Caesar

Staff Present: Eric Stuckey, Cayce Anderson

SETTING OF THE AGENDA

1. **Consideration Of Changes In Agenda And Setting The Agenda**
 - i. **Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote**
 - ii. **Proposed Changes To The Agenda**
 - iii. **Approval Of Agenda As Submitted Or Changed**

Sponsors:

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Approve as Submitted.
The motion Passed 3-0.

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
June 27, 2024 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Approve the Minutes.
The motion Passed 3-0.

NEW BUSINESS

3. **Consideration Of DRAFT Resolution 2024-56, A Resolution To Approve The On-Call Professional Services Agreements With Multiple Qualified Consultants For: Construction Engineering And Inspection Services, Engineering Services, And Surveying Services**

Sponsors: Paul Holzen, Jonathan Marston

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 3-0.

4. **Consideration Of DRAFT Resolution 2024-58, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-of-Way And/Or Easements For The "Del Rio Pike Roadway Widening And Culvert Improvement Project"**

Sponsors: Paul Holzen, Dustin Walcott

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 3-0.

5. **Consideration Of DRAFT Resolution 2024-67, A Resolution Authorizing The City Administrator To Execute Department Of The Army Flood Proofing Participation Agreement Amendments And City Of Franklin Homeowner Funding Agreement Amendments For The Harpeth River Flood Risk Management Project (U.S. Army Corps Of Engineers Home Raising Program)**

Sponsors: Paul Holzen, Jonathan Marston, William Banks

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 3-0.

6. **Consideration Of DRAFT COF Contract No. 2024-0156, With HDR Construction Control Corporation (HDR) For Construction Engineering And Inspection (CEI) On East McEwen Drive Phase 4 Improvements Project (PIN 125418.00)**

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

7. **Consideration Of COF Contract No. 2024-0176, With Middle Tennessee Electric Membership Corporation For A Relocation Agreement For The Lewisburg Pike (SR-106 / US-431) Sidewalk Project At An Estimated Cost Of \$104,771.89**

Sponsors: Paul Holzen, Dustin Walcott

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

8. **Consideration Of COF Contract No. 2024-0250, With Reck-Ritz Holdings LLC (The Caroline PUD Subdivision) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$591,280**

Sponsors: Paul Holzen, Jimmy Wiseman

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 3-0.

9. Capital Projects Dashboard And Status Updates For July 2024

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS**ADJOURN**

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion Passed 3-0.

Meeting Adjourned @ 3:55 PM

Brandy Blanton, Chair

Minutes Prepared by Cayce Anderson, Deputy City Recorder, City Administration Office, 8/15/24, 1:35 PM



City of Franklin

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

File #: 21-05744

DATE: November 21, 2023
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering
Robyn Freeman, Engineering Associate

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2022-0143, With The Flourney Development Group And FDG-NHC Optima JV, LLC For Parkland Impact Fee And Construction Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding proposed amendment to COF Contract No. 2022-0143 a Parkland Impact Fee And Construction Agreement with The Flournoy Development Group.

BACKGROUND/STAFF COMMENTS:

In January 2023, The City of Franklin Board of Mayor and Aldermen approved a Parkland Impact Fee Agreement with The Flournoy Development Group. Since the time when the contract was approved, the name of the entity responsible has changed to FDG-NHC Optima JV, LLC. All payments moving forward are required to be made to FDG-NHC Optima JV, LLC which requires an amendment to the original Parkland Impact Fee and Construction Agreement.

FINANCIAL IMPACT:

There is no financial impact on the City.

RECOMMENDATION:

Staff recommends that Amendment 1 To COF Contract No. 2022-0143 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 1 TO PARKLAND IMPACT FEE
AND CONSTRUCTION AGREEMENT

COF Contract No. 2022-0143

This Amendment No. 1 to COF Contract No. 2022-0143 ("Amendment") is entered into between FDG-NHC Optima JV, LLC (hereinafter "FDG-NHC") and the City of Franklin ("City") to amend the Owner from Flournoy Development Group to FDG-NHC Optima JV, LLC.

WITNESSETH:

WHEREAS, Flournoy Development Group is in the process of developing Williamson County Property Tax Assessor's Map 62 Parcel 45.02 ("Development Project"), located in Parkland Quadrant QUADRANT 1 of the City, consisting of 348 on the property known as THE OPTIMA FRANKLIN; and

WHEREAS, the party responsible for making development improvements has since changed from Flournoy Development Group (previously defined as "Owner") to FDG-NHC Optima JV, LLC ("Owner"). All references to Owner herein shall mean FDG-NHC Optima JV, LLC; and

WHEREAS, the parties desire to modify the Agreement to amend the Owner from Flournoy Development Group and assign it to FDG-NHC Optima JV, LLC; and

WHEREAS, the City, Flournoy Development Group, and FDG-NHC Optima JV, LLC desire to amend the Agreement to modify the Owner and make certain modifications as set forth herein.

WHEREAS, the parties also desire to amend *Section 19* of the Agreement to replace the Notice Information for Owner to that of FDG-NHC Optima JV, LLC.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

1. The foregoing recitals are incorporated by reference as if fully state herein:
2. The Agreement shall be amended to replace Flournoy Development Group with FDG-NHC Optima JV, LLC as Owner. Any and all references to Flournoy Development Group shall be amended and replaced with FDG-NHC Optima JV, LLC.
3. *Section 5* of the Agreement shall be amended to read as follows:

"All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

*City of Franklin
Attn: Eric Stuckey
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305"*

In the case of FDG-NHC Optima JV, LLC,

*FDG-NHC Optima JV, LLC
c/o Flournoy Development Group, LLC
1100 Brookstone Centre Parkway
Columbus, GA 31904
Attn: Jeremy W. Brewer
Tel: 706-243-9470
Email: Jeremy.brewer@flournoydev.com*

4. Waiver. Neither party's failure nor delay exercising 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 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 any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.
11. All other provisions of the Agreement dated September 10, 2019, are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

By: _____
Eric Stuckey, City Administrator

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

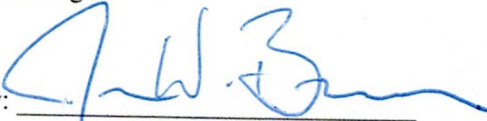
OWNER:

FDG-NHC OPTIMA JV, LLC

a Delaware limited liability company

By: FDG 2023 Investor, LLC,
a Delaware limited liability company,
its Manager

By: Flournoy Development Group, LLC,
a Delaware limited liability company,
its Manager

By:  _____

Name: Jeremy W. Brewer

Title: Authorized Representative for
FDG-NHC OPTIMA JV, LLC,
FDG 2023 Investor, LLC, and
Flournoy Development Group, LLC



File #: 21-0526

DATE: July 30, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2022-0158, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (Formerly Known As Vaughn & Melton Consulting Engineers, Inc.) For Right-Of-Way Acquisition/Negotiation Services On The Columbia Avenue Widening And Improvements Project, To Reflect A Company Name Change Due To A Recent Corporate Merger

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement (PSA) with Johnson, Mirmiran & Thompson, Inc. (JMT), formerly known as Vaughn & Melton Consulting Engineers, Inc. (V&M), for Right-Of-Way Acquisition/Negotiation Services on the Columbia Avenue Widening and Improvements Project (TDOT PIN 121454.00 / COF Project No. 2015-003).

BACKGROUND/STAFF COMMENTS:

The widening of Columbia Avenue (US-31/SR-6) is needed to accommodate the projected traffic volume and increase the mobility and safety to and from downtown Franklin. The project generally includes a new five-lane typical section, with medians in some locations, as originally proposed and approved via Resolution 2017-43. The project is currently in the Right-of-Way (ROW) Acquisition Phase.

The original PSA, COF Contract No. 2022-0158, with V&M was for ROW acquisition/negotiation services. More specifically, V&M was tasked to act as the City's ROW Agent throughout the entire acquisition process, from initial property owner contact, to delivery of the final transmittal to the City for each parcel. This Amendment No. 1 to the PSA updates the consultant's company name from Vaughn & Melton Consulting Engineers, Inc. (V&M) to Johnson, Mirmiran & Thompson, Inc., (JMT) after the recent merger of the firms. Staff will continue to work with the original V&M acquisition team members, as they are now a part of JMT, who will provide the following services:

- Initiate appraisers as required by the project to generate fair market value reports with a review report or nominal payment parcel offer where applicable.
- Initiate title attorney to produce title reports showing all interest in the subject property and perform closings.
- Provide a weekly status report from initial contact to closing.
- Provide qualified agents to prepare documents after study of appraisal(s), liens, leasehold interest and title information for negotiations on each parcel or any interest in the parcel.
- Contact all interests as required per parcel and present written offers for property as appraised and reviewed. (Confirm title information and all interests to be released with owner.)
- Conduct negotiations in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Local Programs Local Government Guidelines Manual.
- Negotiations will begin within 60 days of the appraisal review date. Offers will be made in “batches” of 5 to 10 tracts as determined at the Preliminary Group Inspection/Kick-Off Meeting.
- Conclude negotiations with documentation of settlement amounts or condemnation process to be implemented as required.
- Support Closing: Provide correspondence to the attorney for closing as needed to include all information required for deed preparation, releases, etc.
- Maintain Proper Documentation: Files for each parcel, property owner, lease or occupant will be generated for all negotiations.

FINANCIAL IMPACT:

There is no direct financial impact from the approval of Amendment 1, as it is simply intended to formally assign the agreement to the new firm name of JMT.

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded entirely by Federal and State Funds (80% Fed/20% State). Because the City of Franklin is managing this project, it will be required to initially pay invoices and then request reimbursement from TDOT. The project is currently funded from a combination of sources: up to \$28.8M in Federal Surface Transportation Block Grant (STBG) funds, up to \$3.8M in State transportation funds, and approximately \$3.6M in Local funds. Per the negotiated scope of services, the professional right-of-way acquisition/negotiation services continue to be at a not-to-exceed fee of \$376,930.00 (no cost increase at this time).

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2022-0158 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR RIGHT-OF-WAY ACQUISITION/NEGOTIATION SERVICES FOR THE COLUMBIA AVENUE
WIDENING AND IMPROVEMENTS PROJECT
COF Contract No. 2022-0158**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 2024, by and between the **City of Franklin, Tennessee** ("City") and **Johnson, Mirmiran & Thompson, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, on September 27, 2022, the City and the Consultant, operating as Vaughn & Melton Consulting Engineers, Inc. ("V&M") at that time, entered into a Professional Services Agreement, **COF Contract No. 2022-0158**, (the "Agreement") entitled **Right-of-Way Acquisition/Negotiation Services for the Columbia Avenue Widening and Improvements Project**; and

WHEREAS, prior to the Agreement being executed with V&M, the City was made aware that the Consultant purchased V&M through a stock purchase agreement on December 21, 2021; and,

WHEREAS, at the time of the Agreement, V&M was still operating as V&M, but have since been fully incorporated and now operating as the Consultant, with the V&M company name being deprecated; and,

WHEREAS, the Consultant has provided their stock purchase agreement ("Attachment A"), dated December 21, 2021, showing the acquisition of V&M; and,

WHEREAS, the parties desire to amend the Agreement to demonstrate the removal and replacement of the original company name as described herein; and,

WHEREAS, the parties desire to modify the Agreement to amend the original Consultant name from "Vaughn & Melton Consulting Engineers, Inc." to "Johnson, Mirmiran & Thompson, Inc."

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. The Agreement shall be amended to amend the Consultant from "Vaughn & Melton Consulting Engineers, Inc." to "Johnson, Mirmiran & Thompson, Inc." Any and all references to "Vaughn & Melton Consulting Engineers, Inc." shall be amended and replaced with Johnson, Mirmiran & Thompson, Inc.
3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 September 27, 2022, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

**JOHNSON, MIRMIRAN & THOMPSON,
INC. :**

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Angie Skarp
City Recorder

Date: _____

Approved as to Form:

J. Blake Harper,
Staff Attorney

EXECUTION COPY

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is made as of December 21, 2021, among Johnson, Mirmiran & Thompson, Inc., a Maryland corporation (together with its assigns, the "Purchaser"), and the Pioneer Holdings, Inc. Employee Stock Ownership Plan (the "Seller").

RECITALS:

The Seller is an employee stock ownership plan and is the sole stockholder of Pioneer Holdings, Inc., a Kentucky corporation ("Pioneer"). Pioneer, in turn, is the sole stockholder of each of the following corporations: Vaughn & Melton Consulting Engineers, Inc., a Kentucky corporation ("Vaughn & Melton"), J.M. Crawford & Associates, Inc., a Kentucky corporation ("JM Crawford"); and Tunnel Management, Inc., a Kentucky corporation ("Tunnel Management" and, together with Vaughn & Melton and JM Crawford, the "Pioneer Subsidiaries" or, separately a "Pioneer Subsidiary"). Pioneer itself does not engage in any active business. However, Vaughn & Melton is primarily engaged in the business of providing professional engineering consulting services, including planning, engineering, and design services; JM Crawford is primarily engaged in the business of professional engineering and related consulting services; and Tunnel Management is engaged in tunnel monitoring and management services.

Each Pioneer Subsidiary's business described in the preceding paragraph is referred to herein as its "Business," and the businesses of the Pioneer Subsidiaries are collectively referred to herein as the "Businesses." Pioneer and the Pioneer Subsidiaries are sometimes each referred to herein as a "Company" and collectively as the "Companies."

The Parties are entering into this Agreement for the purpose of setting forth the terms and conditions upon which the Seller, subject to the vote and approval of Seller's participants as described in Section 6.1(c) below, is willing to sell and transfer to the Purchaser, and the Purchaser is willing to purchase and acquire from the Seller, all of the issued and outstanding capital stock of Pioneer (that transaction, the "Acquisition").

It is anticipated that on the first day of the first plan year following the Acquisition, the Seller will be merged (the "Plan Merger") into the Johnson, Mirmiran & Thompson Employee Stock Ownership & 401(k) Retirement Savings Plan (the "Purchaser's ESOP"). The Seller's participants will be entitled to credit for prior service with the Companies for eligibility, vesting, and allocation purposes in the Purchaser's ESOP to the extent such service is relevant under Purchaser's ESOP and as calculated for all periods of service prior to merger as required under the Seller's plan documents, as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective names as of the date first above written.

PURCHASER:

JOHNSON, MIRMIRAN & THOMPSON, INC.



John A. Moeller, P.E., President

SELLER:

PIONEER HOLDINGS, INC. EMPLOYEE STOCK
OWNERSHIP PLAN

By 

David T. Harrell, P.E., Trustee

and

By: 

Randolph J. Scott, Trustee

and

By: 

DeWayne Brown, Trustee



File #: 21-0594

DATE: August 12, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2022-0291, A Professional Services Agreement With Civil & Environmental Consultants, Inc. For Construction Engineering & Inspection Services For The Park At Harlinsdale Farm Multi-Use Trail And Bridge (TDOT PIN 126630.00) At A Cost Increase Not To Exceed \$72,500

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2022-0291, A Professional Services Agreement (PSA) With Civil & Environmental Consultants, Inc. (CEC) for Construction Engineering & Inspection (CEI) Services for The Park at Harlinsdale Farm Multi-Use Trail and Bridge (TDOT PIN 126630.00) at a cost increase not to exceed \$72,500.

BACKGROUND/STAFF COMMENTS:

A Professional Services Agreement (COF 2022-0291) with Civil & Environmental Consultants, Inc. (CEC) for services to perform CEI on The Park at Harlinsdale Farm Muti-Use Trail and Bridge (TDOT PIN 12663.00) in the amount of \$435,984.00 was approved by the BOMA on November 22, 2022. Upon finishing the Harlinsdale Project, CEC completed final closeout documentation required by TDOT and also needed to submit a LOMR (Letter of Map Revision) as required by FEMA, to document the "as built" completion of the bridge over the Harpeth River and the high flow by-pass channel that was constructed. These items required additional work by CEC, Inc., to the amount of \$72,500.00.

FINANCIAL IMPACT:

The Professional Services Agreement (COF 2022-0291) Amendment 1 will be an increase in engineering services for an additional lump sum amount of \$72,500.00. GL Code 310-89460-43100

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2022-0291 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR THE
Construction Engineering & Inspection (CEI) Services for the Park at Harlinsdale Farm Multi
Use Trail and Bridge (PIN 126630.00)
COF Contract No. 2022-0291**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20____, by and between the **City of Franklin, Tennessee** ("City") and **Civil & Environmental Consultants, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, on November 22, 2022, City and Consultant entered into a Professional Services Agreement, COF Contract No. 2022-0291 (the "Agreement"), entitled Construction Engineering & Inspection (CEI) Services for the Park at Harlinsdale Farm Multi Use Trail and Bridge (PIN 12663.00) and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of **Four Hundred Thirty-five Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$435,984.00)** for inspection, testing, survey, engineering, and related technical services, as detailed in the Scope of Services; and

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

WHEREAS, the Consultant has provided a proposal attached hereto as Attachment A (the "Proposal" or "Attachment A"), dated June 17, 2024, for an increase in engineering services for an additional lump sum amount of **Seventy-Two Thousand Five Hundred and No/100 Dollars (\$72,500.00)**; and

WHEREAS, the City has reviewed the Proposal and the parties desire to enter into this Amendment to the 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 Attachment A attached hereto, dated June 17, 2024, 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 additional work as described in Attachment A in the total lump sum amount of **Seventy-Two Thousand Five Hundred and No/100 Dollars (\$72,500.00)**. The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.
4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers.

For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

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

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

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

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

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

All other provisions of the Agreement, dated November 22, 2022, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.:

DocuSigned by:
By: *Steve Casey* _____
C7A200D6F3
Print Name: **Steve Casey**
Title: **Vice President**
Date: **8/12/2024**

Attest:

Angie Skarp
City Recorder
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: <u>City of Franklin Tennessee</u> Address: <u>109 Third Avenue South</u> <u>Franklin, TN 37064</u> Date: <u>6/17/24</u> Request No.: <u>1</u> CEC Project: <u>324-494</u> Tasks: <u>0001 & 0005</u> Project Name: <u>Harlinsdale Pedestrian Bridge</u> Location: <u>Franklin, TN</u>	Contact: <u>City of Franklin Tennessee</u> Client Phone: <u>(615) 791-3218</u> Client Fax: <u>(615) 791-3293</u> Client Email: <u>david.hodnett@franklintn.gov</u> CEC Project Manager: <u>Jon Perry</u>
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Proposed Scope of Services:

Task 0001 Construction Engineering and Inspection (CEI)

This task includes the continuation of CEI services. CEC will provide a TDOT Certified Inspector/EPSC Inspector to perform CEI, EPSC inspections and associated documentation in accordance with current TDOT Standard Specifications, Local Programs Development Office (LPDO) requirements, Standard Operating Procedure 1-1, Circular Letters and Special Provisions. Additionally, this task also includes sonic logging tests as well as additional work associated with revisions to drilled shafts and trail alignment.

Additional CEI services are estimated at 240 hours of inspection and 40 hours of project management.

Task 0005 Letter of Map Revisions (LOMR)

This task includes the preparation of a FEMA LOMR submittal. A CLOMR was approved April 21, 2021, for the proposed project. The scope of services for this task is based on the following additional assumptions:

- CEC will use the as-built topographic survey already completed.
- There are no substantial changes between the proposed construction of the project used for the CLOMR modeling and the actual conditions in the LOMR modeling.
- The Duplicate Effective, Corrected Effective, Existing, and Proposed Conditions Models and the Endangered Species Act Compliance Documentation that were included with the CLOMR submittal will not require revision for the LOMR submittal package.
- CEC will prepare the LOMR modeling based on the FEMA Effective model and the Preliminary model that was provided by FEMA on October 19, 2020, via email. CEC assumes this Preliminary model is the most up to date and matches the preliminary maps.
- The required flood vents are or will be installed before the LOMR submittal is submitted to FEMA.



AUTHORIZATION FOR ADDITIONAL SERVICES

CEC will perform the following:

- Revise the hydrologic and hydraulic analysis from the CLOMR based on the “as-built conditions.”
- Revise the project narrative describing the “as-built” project and modeling methodology.
- Develop a topographic working map showing the as-built 1%-annual-chance (100-yr) floodplain and floodway boundaries and the as-built 0.2%-annual-chance (500-yr) floodplain boundary.
- Prepare cross-section plots showing the as-built 1%-annual-chance (100-yr) floodplain and floodway boundaries and water surface elevations and the as-built 0.2%-annual-chance (500-yr) floodplain boundary and water surface elevation.
- Prepare bridge and culvert exhibits for the as-built conditions.
- Coordinate the installation of the required flood vents to the agricultural building located on property.
- Perform field visit to confirm installation of required flood vents and obtain measurements of flood vent locations.
- Prepare flood vent installation exhibit for inclusion with LOMR submittal.
- Include the property survey in the submittal package. CEC assumes a current plat for the property is available and will be considered “current and accurate” by the local floodplain administrator for the purposes of the LOMR submittal.
- Prepare FEMA’s MT-2 forms.
- Develop an annotated FIRM showing the as-built 1%-annual-chance (100-yr) floodplain and floodway boundaries and the as-built 0.2%-annual-chance (500-yr) floodplain boundary.
- Meeting, or conference call, with the Franklin Floodplain Administrator to discuss the hydrologic and hydraulic analysis, LOMR submittal package, and FEMA’s Community Acknowledgement Form.
- Submit the LOMR submittal package to the City for review and completion of the Community Acknowledgement Form.
- Submit the LOMR submittal package to FEMA for review and approval. This submittal will be an online submittal.
- CEC has included an allowance to address one set of minor administrative and technical questions raised by agencies during their review. The estimate for these tasks is based on the assumption that only narrative responses will be required to address the comments and that additional drawings or modeling will not be required. If the level of effort to address agency comments exceeds the budgeted amount, then CEC will notify you and provide an amended fee estimate for this service.
- The LOMR submittal package requires individual notification of affected property owners by the local government based on the extent of impacts the proposed development activities will have on the water surface elevation of the Harpeth River for the 1%-annual-chance (100-year) flood event and floodway. This task includes preparation of the property owner notifications letters. CEC has included an allowance of \$500 for postage and other reimbursable associated with the notifications in the estimated fee for this task.
- The City will pay the required FEMA LOMR submittal fee of \$8,000. (<https://www.fema.gov/flood-map-related-fees>) for the online submittal of the LOMR. FEMA requires that payment for online submittals be made online via e-check or credit card. The City may provide CEC with a written check



Civil & Environmental Consultants, Inc.

AUTHORIZATION FOR ADDITIONAL SERVICES

to made payable to the “National Flood Insurance Program” along with permission for CEC to submit the payment to FEMA electronically. This submittal fee is not included in the estimated cost for this task.

Reason(s) for Additional Services and Impacts to Schedule:

Task 0001: This task includes the addition of sonic logging tests that were not in the scope of services as well as additional CEI services associated with revisions to drilled shafts and trail alignment, adding color to concrete, and inspection of rejected portions of the trail. It was assumed the project would be closed out within 15 months of the pre-construction conference held February 7, 2023, and it is now estimated that closeout will occur at 19 months from the date of the pre-construction conference.

Task 0005: Revision of the FEMA map is required based on the as-built conditions within the FEMA Effective floodplain and floodway. CEC will begin work on the LOMR modeling within two weeks of notice to proceed. CEC estimates that it will take twelve weeks to complete the LOMR modeling and submittal package for City review.

**CEC Principal
Signature:**

Estimated Additional Fee: Task 0001: \$40,000
Task 0005: \$32,500
TOTAL: \$72,500

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: _____ **Date:** _____

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0291**

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

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

**Construction Engineering & Inspection (CEI) Services for
The Park at Harlinsdale Farm Multi-Use Trail & Bridge (PIN 12663.00)**

1. **SCOPE OF SERVICES.** The Consultant shall provide survey, construction engineering & inspection, testing, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. The 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 the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The 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 **Four Hundred Thirty-Five Thousand Nine Hundred Eighty-Four and No/100 Dollars (\$435,984.00).**

The Board of Mayor and Aldermen Approved this Agreement on the 22nd Day of November 2022.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the 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 the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the 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 the 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 the City at all reasonable times.

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

- 2.1 Provide the 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 the Consultant's necessary field studies and surveys. The 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 the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The 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 The 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 the City nor the 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.** The Consultant agrees to indemnify and hold the 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 the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the 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.** The 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 the 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 the 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;
- (4) 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. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 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 the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the 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 the 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 the Consultant through information supplied to the Consultant by the City.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The 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, the Consultant agrees to indemnify, defend, and hold harmless the 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 the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, the 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 the 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 the 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 the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by the 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 the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. 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, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.
- 7.5 When transferring documents in electronic media format, the 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, the Consultant at the beginning of this Project.

- 7.6 The 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 the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the 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 the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the 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 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the 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. The 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 the City deems adequate to indemnify the City, the 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 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The 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. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the 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 the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.
- 10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR §180.935).
- 10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.
- 10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 the City and the 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 the City and the 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.

(Signatures on Following Page)

THE CITY OF FRANKLIN, TENNESSEE:

DocuSigned by:

Ken Moore

800E6EC7A37F48C
(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: 12/6/2022

**CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.:**

DocuSigned by:

Casey, Steve

57A290D8F3DD4D8...
(Signature)

Name: Casey, Steve

Title: Vice President

Date: 12/6/2022

Attest:

DocuSigned by:

Eric Stuckey

CD3688FAD49D49E
(Signature)

Eric S. Stuckey
City Administrator

Date: 12/13/2022

Approved as to Form:

DocuSigned by:

William E. Squires

E28034D88927408

William E. Squires, Assistant City
Attorney



Civil & Environmental Consultants, Inc.

October 24, 2022

Mr. David Hodnett, P.E.
City of Franklin Engineering Department
109 Third Avenue South
Franklin, TN 37064

Dear Mr. Hodnett:

Subject: Proposal for Professional Services (Revised to Include Survey Services)
COF 2022-0114 Harlinsdale Farm Multi-Use Path CEI
Franklin, Tennessee

1.0 INTRODUCTION

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide this proposal to the City of Franklin for Construction Engineering and Inspection Services associated with **The Park at Harlinsdale Multi-Use Trail & Bridge Project (PIN 126630.00)** in Franklin, TN. This proposal is being prepared in response your letter dated October 6, 2022. The following scope of services applies to this project proposal.

2.0 SCOPE OF PROFESSIONAL SERVICES

2.1 Construction Engineering and Inspection

CEC will provide a TDOT Certified Inspector, necessary equipment, and administrative support to perform Construction Engineering and Inspection and documentation in accordance with current TDOT Standard Specifications, Local Programs Development Office (LPDO) requirements, Standard Operating Procedure 1-1, Circular Letters and Special Provisions. CEC will inspect the work and maintain documentation in accordance with the TDOT LPDO. The TDOT Certified Inspector will also perform twice weekly Erosion Prevention & Sediment Control (EPSC) inspections in accordance with the TDEC Construction General Permit for projects that disturb less than 50 acres at any one time. This proposal is based on:

1. Approximate construction duration of 15 months (60 weeks).
2. An average of five site visits per week.

Attachment A for COF Contract No. 2022-0291

Mr. Hodnett – City of Franklin

CEC Project 324-494

Page 2

October 24, 2022

3. Three hundred (300) 8-hour visits.
4. Testing and reporting will be provided at appropriate frequency compliant with SOP 1-1 and based on plan quantities at the time of bid for standard proctor, gradation, densities, and concrete strength.
5. Approximately 15 miles per visit for 300 visits.
6. Progress meetings twice per month.

CEC is proposing to utilize Alfred Benesch & Company (Benesch) as a sub-consultant for RFI evaluation and bridge approval submittals. During the construction of the project, Benesch will:

1. Receive and evaluate requests for information (RFI)'s from the contractor.
2. Prepare, attend, and review documentation of meetings held for the project throughout the anticipated duration (15 months).
3. Bridge Approvals/Submittals (as follows):
 - a. Process, review, and provide approval of shop drawing submissions for bridge elements.
 - b. Provide general construction observation for structural items including foundation of structure before placement of reinforcing steel and prior to allowing concrete pours.
 - c. General observation will also include attendance of the pre-construction meeting, and site visits on a bi-weekly basis.
 - d. Other visits will also occur for the following items:
 - i. One per footing, substructure element, wing-wall, and bridge rail (as necessary)
 - ii. One for the bridge deck

The Benesch rate table is attached and will be invoiced at cost plus a 10% administrative fee.

CEC is proposing to utilize ECS Southeast, LLP as a subconsultant for concrete compressive strength testing as well as soil and aggregate testing. It is assumed there will be:

1. Sixty (60) concrete tests.
2. Two standard proctor tests.
3. Four aggregate gradation tests.
4. Twenty (20) field density tests.

The ECS rate table is attached and will be invoiced at cost plus a 10% administrative fee.

Attachment A for COF Contract No. 2022-0291

Mr. Hodnett – City of Franklin

CEC Project 324-494

Page 3

October 24, 2022

2.2 Survey Services

CEC will provide the following two survey related tasks for this project:

1. Stockpile Volumes – CEC will survey two soil stockpiles when requested and report on the volume of each. It is assumed that the stockpile surveys can be completed in two site visits.
2. As-build Survey – CEC will complete a field run as-built topographic survey after construction is completed. It is assumed that this survey will be limited to within the limits of disturbance of this project. The survey will include finish grade contours generated at 1-foot intervals, existing above ground and/or visible utilities, storm and sanitary structures (including invert elevations, pipe size, and pipe material when visible and /or accessible), and existing site improvements.

For these tasks, CEC will utilize survey field technicians equipped with GPS and Robotic Total Station Surveying instruments. The survey will be referenced to the Tennessee State Plan Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid 12B) in U.S. feet. CEC will provide the Client a final project as-built drawing in PDF (*.pdf) format.

Estimated Fee: \$17,500**3.0 ESTIMATED FEE**

CEC's estimated fee to perform the above referenced scope of services is:

Project Management	\$ 21,000
Construction Engineering and Inspection	\$274,680
RFI Evaluation and Bridge Approval Submittals	\$100,089
Concrete and Soil Testing	\$ 22,715
<u>Survey</u>	<u>\$ 17,500</u>
Total Estimated Fee	\$435,984

CEC will obtain approval from the City of Franklin for revisions to our scope of services and associated fees, if necessary, as the project progresses. Invoicing of professional services will be in accordance with the attached 2022 City of Franklin Services Fee Schedule. Reimbursable expenses, including subcontracted services, are included in our estimated fee, and will be invoiced according to the attached Rate Tables. Please note that an assumed 5% rate increase was applied to the 2022 City of Franklin Services Fee Schedule as we understand most of the work will occur

Attachment A for COF Contract No. 2022-0291

Mr. Hodnett – City of Franklin
CEC Project 324-494
Page 4
October 24, 2022

in 2023. Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

4.0 SCHEDULE

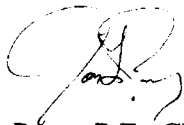
CEC is prepared to begin work two weeks following your notification to proceed. CEC assumes the project will be complete within 15 months from the date of the Pre-Construction Meeting.

5.0 CLOSING

CEC appreciates the opportunity to provide the City of Franklin with this proposal for professional services. Should you have any questions or require additional information, please do not hesitate to contact us at 615-333-7797 or via email at jperry@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Jon Perry, P.E., CPESC, F. ASCE
Project Manager III



Janette L. Wolf, P.E., CPESC
Senior Project Manager

Attachments: Terms and Conditions
2022 City of Franklin Services Fee Schedule
Alfred Benesch & Company Rate Table
ECS Southeast, LLP Rate Table

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
 117 SEABOARD LANE • SUITE E-100
 FRANKLIN, TENNESSEE 37067
 PHONE: 615-333-7797 • FAX: 615-333-7751
 E-MAIL: nashville@cecinc.com

City of Franklin Services Fee Schedule

January 1, 2022 through December 31, 2022

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$240
Principal.....	\$220
Senior Project Manager	\$198
Project Manager III	\$184
Project Manager II	\$168
Project Manager I	\$148
Assistant Project Manager	\$125
Project Consultant / Geologist / Ecologist / Environmental Scientist.....	\$116
Staff Consultant / Geologist / Ecologist / Environmental Scientist	\$109
Designer	\$130
Draftsperson / CADD Operator.....	\$78
Senior Field Technician.....	\$95
Environmental Technician/Intern	\$59
Senior Land Surveyor	\$152
Assistant Project Surveyor.....	\$115
Survey Technician IV	\$108
Survey Technician III.....	\$99
Survey Technician II.....	\$88
Survey Technician I.....	\$77
Administrative Assistant.....	\$75
Administrative Manager	\$85

DIRECT EXPENSES

Printing and Reproduction *
 Miscellaneous Reimbursables *

* As directed by the City Engineer on a project-by-project basis

SUBCONTRACT SERVICES

Services @ Cost Plus 10%



Revised 09-08-2022

HOURLY RATE TABLE

<u>CLASSIFICATION</u>	<u>RATE</u>
Technologist I	\$56.00
Technologist II	\$76.00
Senior Technologist	\$110.00
Designer I	\$97.00
Designer II	\$105.00
Senior Designer	\$115.00
Project Engineer/Architect I	\$120.00
Project Engineer/Architect II	\$130.00
Senior Project Engineer/Architect	\$145.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Senior Project Manager	\$185.00
Principal	\$225.00

DIRECT REIMBURSABLE EXPENSES

Travel	IRS Approved Rate
Overnight/Special Delivery Postage	At Cost
Special Equipment Rental	At Cost
Tolls/Parking	At Cost
Printing/Copies	At Cost

- Alfred Benesch & Company does not charge additional hourly rates for Accounting or Administrative functions.
- The above rates are all inclusive; there are no extra charges or fees.
- Rates are subject to change on a calendar year basis

Attachment A for COF Contract No. 2022-0291



ECS Southeast, LLP

Harlinsdale Farm Multi-Use Path – Franklin, TN

2022 Fee Schedule - Personnel

ECS Proposal No. 26:10235

Professional Staff		
Principal Engineer	Per Hour	\$190.00
Senior Engineer/Project Manager	Per Hour	\$150.00
Project Manager	Per Hour	\$125.00
Welding Technician, Shop or Field Inspection		
Senior Level AWS CWI (NDE: UT, MT, PT, RI)	Per Hour*	\$105.00
AWS CWI (VT with no NDE)	Per Hour*	\$95.00
Technicians and Field Staff		
Field Engineer (Staff Engineer)	Per Hour*	\$90.00
Senior Field Technician	Per Hour*	\$60.00
Field Technician	Per Hour*	\$55.00
Miscellaneous		
Administrative Support	Per Hour	\$75.00
Trip Charge	Per Trip	\$5.00

Note: Fees for engineering and technical personnel are for time spent in the field, conducting engineering analyses, preparing reports, and travel from portal to portal starting from the ECS Nashville office. The trip charge is in lieu of mileage. For scheduling requests received without sufficient notice as stated within the ECS proposal, services will be staffed with available personnel at their associated unit rates.

*Overtime Rate = Standard Rate x 1.50 for more than 8 hours per day or outside normal business hours of Monday through Friday 6:00 am to 6:00 pm, Saturdays and Sundays, and ECS holidays.** In addition, there will be a 4-hour minimum field charge for field-related services (not applied to sample/specimen pickups).

**ECS holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving (not a federal public holiday), and Christmas Day. Three of these (New Year's, Independence, and Christmas) are public holidays that can fall on any day of the week, depending on the year. If a public holiday falls on a weekend, the federally observed holiday will be considered the holiday. This is a Friday or Monday for holidays falling on Saturday or Sunday, respectively; according to 5USC6103.

Attachment A for COF Contract No. 2022-0291



ECS Southeast, LLP

Harlinsdale Farm Multi-Use Path –
Franklin, TN

2021 Fee Schedule – Laboratory & Equipment

ECS Proposal No. 26:10235

Equipment		
Core Machine (and associated equipment)	Per Day	\$125.00
Daily Equipment Charge	Per Day	\$30.00
Nuclear Density Gauge Charge	Per Day	\$35.00
Ultrasonic Equipment	Per Day	\$100.00
Soils		
Standard or Modified Proctor (ASTM D-698, ASTM D-1557), 4" mold	Each	\$165.00
Standard or Modified Proctor (ASTM D-698, ASTM D-1557), 6" mold	Each	\$185.00
One-Point Proctor (AASHTO T272)	Each	\$75.00
Particle Size Analysis of Soils (with Hydrometer)	Each	\$115.00
Particle Size Analysis of Soils (without Hydrometer)	Each	\$90.00
Asphalt Cores (Thickness and Bulk Density)	Each	\$25.00
Aggregate Gradation (Coarse or Fine)	Each	\$70.00
Aggregate Gradation (Coarse and Fine Mixtures)	Each	\$85.00
Atterberg Limits Testing	Each	\$85.00
California Bearing Ratio (CBR) (Proctor Included)	Each	\$475.00
California Bearing Ratio (CBR) (Proctor not Included)	Each	\$350.00
Wash Using No. 200 Sieve	Each	\$35.00
Concrete, Grout & Mortar		
Compressive Strength of Grout Cubes	Each	\$15.00
Compressive Strength of Concrete Cylinders, Including Reserves (ASTM C-39)	Each	\$ 15.00
Core Specimen (Including Sample Preparation)	Per Test	\$ 35.00
Contractor Cast Cylinders or Grout (Including Sample Preparation)	Per Test	\$ 25.00
Compressive Strength of Grout Prisms (3.5" x 3.5" x 7")	Per Test	\$20.00
Flexural Strength of Concrete Beams, Including Reserves	Each	\$47.50
Compressive Strength of Mortar Cubes	Per Test	\$15.00
Miscellaneous		
Closeout Letter	Each	\$200.00

Note: The above fees are for tests and equipment operated by ECS Southeast, LLP personnel and are in addition to time and trip fees.



ECS Southeast, LLP

Harlinsdale Farm Multi-Use Path – Franklin, TN

2021 Fee Schedule – Specialty Testing**ECS Proposal No. 26:XXXX**

Concrete Specialty Testing and Equipment		
Relative Humidity of Concrete Slab (ASTM F-2170)	Each	\$70.00
Vapor Emission Testing of Slab Surface (ASTM F-1869)	Each	\$40.00
Rebound Hammer (Schmidt Hammer) Equipment	Per Day	\$75.00
Fireproofing Testing		
Density of SFRM Laboratory Testing	Each	\$35.00
Adhesion/Cohesion Field Testing	Each	\$25.00

IRAN DIVESTMENT ACT CERTIFICATION

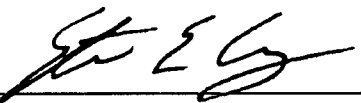
By submission of a bid or proposal to the City of Franklin, the Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Bidder further certifies that it shall not utilize any subcontractor identified on the list created pursuant to T.C.A. § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State pursuant to the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

This certification shall not be necessary and shall not apply to contracts valued at one thousand dollars (\$1,000.00) or less.

CERTIFICATION

The Bidder certifies that, to the best of its knowledge and belief, it is not on the Iran Divestment Act list as described above.



Signature

11/9/2022

Date

Steven E. Casey

Printed Name

VCice President

Title

Civil & Environmental Consultants, Inc.

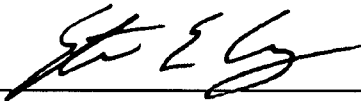
Name of Firm/Company

NON-BOYCOTT OF ISRAEL REQUIREMENTS

Tennessee Code Annotated § 12-4-119 (as enacted by Chapter 775 of the Public Acts of 2022) prohibits a public entity from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This requirement does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

CERTIFICATION

The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119

**Signature**

11/9/2022

Date

Steven E. Casey

Printed Name

Vice President

Title

Civil & Environmental Consultants, Inc.

Name of Firm/Company



File #: 21-0641

DATE: August 14, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of COF Contract No. 2024-0251, With Kimley Horn And Associates For Safe Streets & Roads For All (SS4A) Action Plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2024-0251.

BACKGROUND/STAFF COMMENTS:

The City applied for and received a federal Safe Streets and Roads for All (SS4A) grant to develop a transportation Safety Action Plan. The Bipartisan Infrastructure Law (BIL) established the SS4A discretionary program with \$5 billion in appropriated funds over 5 years (2022-2026). The SS4A program funds regional, local and Tribal initiatives through grants to prevent roadway deaths and serious injuries. This Safety Action Plan is required by the program should the City apply for future federal SS4A implementation grant funding.

FINANCIAL IMPACT:

Kimley-Horn will perform the services on a labor fee plus expense basis not to exceed \$240,000. Labor fee will be billed on an hourly basis according to their established rates. All permitting, application, and similar project fees will be paid directly by the City. This is an 80/20 federal/local match project.

RECOMMENDATION:

Staff recommends that COF Contract 2024-0251 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0251**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **KIMLEY HORN AND ASSOCIATES, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

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

SAFE STREETS & ROADS FOR ALL (SS4A) ACTION PLAN

1. SCOPE OF SERVICES. Consultant shall provide engineering and planning 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 Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00).
5. All processes must abide by the Code of Federal Regulation (CFR) Title 2 Part 200.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 202__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 NON-BOYCOTT OF ISRAEL Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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.

KIMLEY HORN AND ASSOCIATES, INC.

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

CITY OF FRANKLIN, TENNESSEE

BY: _____
Dr. Ken Moore
Mayor
Date: _____

ATTEST:

BY: _____
Angie Skarp
City Recorder
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



July 16, 2024

Adam Moser
City Traffic Engineer
City of Franklin Engineering Department
109 3rd Avenue South, Suite 142
Franklin, TN 37064

Re: Letter Agreement for Professional Services for
Safe Streets and Roads for All (SS4A) Action Plan
Franklin, Tennessee

Dear Adam:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to **City of Franklin, Tennessee** ("Client") for providing professional engineering and planning services pertaining to the Safe Streets and Roads for All (SS4A) Action Plan.

Project Understanding

Consultant understands the following:

- Client received a FY23 SS4A Action Plan award from the United States Department of Transportation (USDOT).
- Client has selected Consultant to prepare the Action Plan.
- The USDOT identifies SS4A Action Plan components through the following webpage: (<https://www.transportation.gov/grants/ss4a/action-plan-components>)
 - **Leadership Commitment and Goal Setting** - create a goal timeline for eliminating roadway fatalities and serious injuries.
 - **Planning Structure** – form a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
 - **Safety Analysis** – review of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction.
 - **Engagement and Collaboration** – work with public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
 - **Equity Considerations** - develop a plan through inclusive and representative processes, data, and other analyses.
 - **Policy and Process Changes** - assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
 - **Strategy and Project Selections** - identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan.
 - **Progress and Transparency** - measure progress over time after an Action Plan is developed or updated, including outcome data.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PROJECT MANAGEMENT

Consultant will perform the following:

- Facilitate one (1) kickoff meeting with Client. Consultant will coordinate with Client to schedule the kick-off meeting, prepare agenda topics for discussion, facilitate the kick-off meeting, and summarize the kick-off meeting with minutes.
- Develop a project schedule and provide to Client.
- Facilitate regular progress meetings with Client, up to ten (10) total.
- Provide monthly invoices with the description of work performed.
- Coordinate with Client regarding the requirement of Leadership Commitment and Goal Setting.
- Provide Client with guidance and support regarding the SS4A grant administration and requirements.

Task 1 Deliverables

- *One (1) kickoff meeting*
- *Up to ten (1) progress meetings*
- *Monthly progress reports*

TASK 2 – SAFETY ANALYSIS

Task 2.1 – Data Collection

Consultant will obtain readily available geographic information systems (GIS) data:

- Crash data from a previous 5-year timeframe
- Average Daily Traffic (ADT) and/or Annualized Average Daily Traffic (AADT)

Consultant will consider the following sources to obtain GIS data:

- The Enhanced Tennessee Roadway Information Management System (E-TRIMS) provided by the Tennessee Department of Transportation (TDOT)
- The AASHTOWare Safety Software as a Service platform
- Client-provided GIS data

To supplement the analysis, Consultant will acquire the following third-party data:

- Safe Streets Planner application provided by third Replica. Up to \$10,000 in the project budget has been allocated to purchase the Safe Streets Planner application and data for streets within the city limits.
- DERQ Safety Insights Dashboard for up to ten (10) intersections. Consultant and Client will jointly identify the locations. Client is responsible for acquiring data through their existing license.

Task 2.2 – Safety Analysis

Consultant will perform the following:

- Analyze existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries.
- Develop graphics that illustrate:
 - Locations of crashes
 - Severity of crashes
 - Crash types by relevant road users (e.g., motorists, pedestrians, bicyclists)
 - Risk score and other data provided by Safe Streets Planner, including event types (phone use, acceleration, breaking and speed) and vulnerable road user demographics
- Prepare geospatial identification of higher-risk locations to establish the High Injury Network.

Task 2 Deliverables

- *Maps, tables and other graphics that illustrate the results of the safety analysis*
- *Map depicting the High Injury Network*
- *Power BI link for a data summary dashboard*

TASK 3 – EQUITY ANALYSIS

Consultant will perform the following:

- Identify underserved communities through data and analyses in collaboration with appropriate stakeholders. Consultant will perform analysis of population characteristics and initial equity impact assessments of proposed projects and strategies.
- Consultant will refer to the following webpage, referenced by the USDOT regarding the preparation of SS4A Action Plans, for the equity analysis:
 - <https://datahub.transportation.gov/stories/s/tsyd-k6ij>
- Consultant will consider Areas of Persistent Poverty (APP) and Historically Disadvantaged Communities (HDC).
- Consultant will refer to the GIS-based SS4A Underserved Communities Census Tracts (Historically Disadvantaged Communities) data available.

Task 3 Deliverables

- *Map identifying underserved communities as defined above*

TASK 4 – DEVELOPMENT OF RECOMMENDATIONS

Task 4.1 – Policy and Process Changes

Consultant will perform the following:

- Consider the Federal Highway Administration (FHWA) Safe System Approach and the six (6) principles that form the basis (source: <https://highways.dot.gov/safety/zero-deaths>)
 - Deaths and serious injuries are unacceptable
 - Humans make mistakes
 - Humans are vulnerable
 - Responsibility is shared

- Safety is proactive
 - Redundancy is crucial
- Assess the Client's current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. This review will include the following:
 - Envision Franklin
 - Connect Franklin
 - Greenway Master Plan Map
 - Neighborhood Traffic Calming Program
 - Franklin Transportation & Street Technical Standards
 - 2021 Traffic Impact Analysis Guidelines
- Develop and provide recommendations for the adoption of revised or new policies, guidelines, and/or standards.

Task 4.2 – Strategy and Project Selections

Consultant will perform the following:

- Consider the FHWA Proven Safety Countermeasures initiative (PSCi), a collection of 28 countermeasures and strategies effective in reducing roadway fatalities and serious injuries.
- Identify a comprehensive set of up to thirty (30) projects and strategies that consider the safety analysis, equity analysis, obtained feedback during stakeholder engagement and existing plans.
- Develop a prioritization of projects and strategies categorized into short-term, mid-term, and long-term implementation timeframes. The prioritized list will contain interventions focused on infrastructure, behavioral, and/or operational safety with an emphasis on projects that are best positioned for demonstration and implementation grant funding.
- For up to five (5) projects, Consultant will prepare project descriptions, conceptual layouts, cost estimates, and forecasted benefit-to-cost ratios.

Task 4 Deliverables

- *Recommendations for new and revised policies, guideline and standards*
- *Map and list of up to thirty (30) projects and strategies prioritized and categorized into short, mid and long term phases*
- *Up to five (5) project descriptions, conceptual layouts, cost estimates, and forecasted benefit-to-cost ratios*

TASK 5 – REPORTING AND DOCUMENTATION

Consultant will perform the following:

- Develop the draft Comprehensive Safety Action Plan that summarizes the work performed in Tasks 1-4.
- Prepare and submit the draft Comprehensive Safety Action Plan to Client in PDF format.
- Receive one (1) iteration of review comments from Client.
- Coordinate with Client to discuss the review comments if necessary.
- Incorporate revisions and develop the final Comprehensive Safety Action Plan.
- Prepare and submit the final Comprehensive Safety Action Plan to Client in PDF format.
- Complete the quarterly Performance Progress Report on behalf of Client as required by FHWA.
- Complete the Self-Certification Eligibility Worksheet on behalf of client.

Task 5 Deliverables

- Draft Safety Action Plan in PDF format
- Final Safety Action Plan in PDF format
- Quarterly Performance Progress Reports
- Self-Certification Eligibility Worksheet

TASK 6 – STAKEHOLDER AND COMMUNITY ENGAGEMENT**Task 6.1 – Planning Structure and Steering Committee**

Coordinate with Client regarding the need for a Planning Structure that would establish a Steering Committee charged with oversight of the Action Plan development, implementation, and monitoring. Committee members could include, but are not limited to:

- Engineering
- Planning
- Streets
- Police

Consultant will facilitate up to six (6) total Steering Committee meetings. Consultant will be responsible for scheduling, facilitating, and providing the appropriate materials and content for each stakeholder meeting.

Task 6.2 – Stakeholder Meetings

Consultant will coordinate with Client to convene a Stakeholder Group, including but not limited to:

- Franklin Transit/TMA
- Walk/Bike Franklin
- Williamson County School Board
- Tennessee Department of Transportation
- Underserved communities
- Franklin Tomorrow

Consultant will facilitate up to three (3) total stakeholder meetings:

- Meeting #1 – Anticipated to occur before Tasks 2-4 have been completed.
- Meeting #2 – Anticipated to occur after Tasks 2-4 have been completed.
- Meeting #3 – Anticipated to occur after Task 5 has been completed.

Consultant will be responsible for scheduling, facilitating, and providing the appropriate materials and content for each stakeholder meeting. Client will be responsible for providing an appropriately sized venue for in-person meetings.

Task 6.3 – Board of Mayor and Aldermen

Consultant will provide one (1) presentation each to Board of Mayor and Aldermen Work Session and Regular Meeting after Task 5 has been completed, for a total of two (2) presentations.

Task 6.4 – Community Outreach

Consultant will attend up to three (3) events, such as Pumpkin Fest and FrankTalks, to interact with the public to raise awareness of the development of Safety Action Plan. Consultant will develop materials that may include flyers and posters and set up a table. Depending on the nature of the event, Consultant will engage with festival attendees or make a formal presentation to gather input on safety within the study areas and inform them of the SS4A program and the plan development process.

Task 6.5 – Digital Outreach

Consultant will perform the following:

- Coordinate with the City of Franklin to develop a dedicated public facing webpage for the SAP.
- Develop a GIS-based online interactive mapping tool using Public Coordinate that can be used for stakeholder engagement and hosted on the City's website. Results from the Safety Analysis, including establishment of the HIN, will be included in this GIS-based online interactive mapping tool. The Consultant will acquire one (1) Public Coordinate license for six (6) months for the SAP.
- Develop an online dashboard using Power BI that summarizes the SAP and can be updated in the future to track progress as the City maintains and updates crash data and the safety analysis.

Task 6 Deliverables

- *Up to six (6) Steering Committee meetings*
- *Up to three (3) Stakeholder meetings*
- *Up to two (2) BOMA meetings*
- *Up to three (3) public events*
- *Webpage content*
- *Public Coordinate online mapping tool for six (6) months*
- *Online dashboard*

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the Services in Tasks 1 – 6 on a labor fee plus expense basis not to exceed \$240,000. Labor fee will be billed on an hourly basis according to our established rates. All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

~~In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Franklin, Tennessee.~~

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

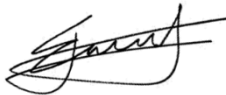
_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Leonardo Espelet, P.E.
Vice President



Kevin Tilbury
Project Manager

CITY OF FRANKLIN, TENNESSEE

SIGNED: _____

PRINTED NAME: __Dr. Ken Moore_____

TITLE: __Mayor_____

DATE: _____

Client's Federal Tax ID: _____

Client's	Business	License	No.:
_____	Client's	Street	Address:
_____	_____	_____	_____

Attachment – Fee Estimate

KIMLEY-HORN & ASSOCIATES, INC.
FEE ESTIMATE – SS4A SAP
CITY OF FRANKLIN
JULY 16TH, 2024

SS4A July 16, 2024 City of Franklin, TN								Kimley-Horn and Associates, Inc.
TASKS	ACTIVITIES	Project Manager	Principal In Charge	Senior Engineer/Planner	Project Engineer/Planner	Project Analyst	Graphic Design	TOTAL
1	Project Management							
	Project Kick-off Meeting	4.0	4.0	4.0	-	4.0	-	16.0
	Project Review Meetings	10.0	-	10.0	-	6.0	-	26.0
	Project Meetings	10.0	-	10.0	-	6.0	-	26.0
	Project Administration and Accounting	16.0	-	16.0	-	16.0	-	48.0
		-	-	-	-	-	-	-
2	Safety Analysis							
2.1	Data Collection	2.0	2.0	20.0	14.0	60.0	-	98.0
2.2	Safety Analysis	2.0	2.0	20.0	14.0	98.0	-	136.0
		-	-	-	-	-	-	-
3	Equity Analysis							
3.1	Baseline Evaluation	-	-	4.0	4.0	-	-	8.0
3.2	Project Prioritization	-	-	4.0	4.0	-	-	8.0
		-	-	-	-	-	-	-
4	Development of Recommendations							
4.1	Policy and Process Changes							-
4.2	Strategy and Project Selection	12.0	2.0	14.0	28.0	60.0	-	116.0
		-	-	-	-	-	-	-
5	Reporting and Documentation							
5.1	Draft Action Plan Report	12.0	2.0	10.0	18.0	20.0	20.0	82.0
5.2	Final Action Plan Report	12.0	2.0	10.0	18.0	20.0	6.0	68.0
		-	-	-	-	-	-	-
6	Stakeholder and Community Engagement							
6.1	Planning Structure and Steering Committee	12.0	2.0	16.0	20.0	-	-	50.0
6.2	Stakeholder Meetings	12.0	2.0	16.0	12.0	-	-	42.0
6.3	Board of Mayor and Alderman	6.0	4.0	4.0	-	-	-	14.0
6.4	Community Outreach	16.0	-	16.0	16.0	-	24.0	72.0
6.5	Digital Outreach	8.0	-	16.0	16.0	24.0	40.0	104.0
		-	-	-	-	-	-	-
	TOTAL PERSON-HOURS	134.00	22.00	190.00	164.00	314.00	90.00	914.00
	PERSON-HOUR LABOR RATES	85.92	97.66	76.34	57.99	40.30	41.14	
	LABOR COSTS	11,513.28	2,148.52	14,504.22	9,509.54	12,654.20	3,702.60	54,032.36
	\$ 54,032.36	Kimley-Horn Direct Labor						
	\$ 106,335.68	Kimley-Horn Overhead (196.8% State Funded)						
	\$ 18,442.33	Kimley-Horn Net Fee (11.5%)						
	\$ 178,810.37	Total Kimley-Horn Labor, Overhead and Fee						
	\$ 11,132.00	Kimley-Horn Direct Expenses						
	\$ 50,000.00	Subconsultant Expenses						
	\$ 239,942.37	TOTAL FEE						

KIMLEY-HORN AND ASSOCIATES, INC.

DIRECT EXPENSES - SS4A

City of Franklin SS4A

July 16, 2024

Franklin, Tennessee

Estimated Direct Expenses				
	Number	Item	At	Total
Mileage	200		\$ 0.59	\$ 117.00
In-House Copies	100		\$ 0.15	\$ 15.00
Public Coordinate License	1		\$ 1,000.00	\$ 1,000.00
Vendor: Replica	1		\$ 10,000.00	\$ 10,000.00
TOTAL DIRECT EXPENSES				\$ 11,132.00

Subconsultant Expenses	
Firm Name	Total
Alta - Policy and Equity	\$ 50,000.00
TOTALSUBCONSULTANT EXPENSES	\$ 50,000.00

ALTA PLANNING & Design, INC.

FEE ESTIMATE – SS4A SAP

Phase	Alta Planning + Design, Inc.							Total Task Hours	Total Task Fee
	Principal - Engineer	Planner III	Senior Planning Associate	Engineering Designer II	Planner I	Project Accountant			
	OH	\$225.46	\$133	\$174	\$124	\$93	\$121		
	Profit	\$33.82	\$20	\$26	\$19	\$14	\$18		
	2024 Hourly Rate*	\$259.28	\$153.48	\$200.46	\$142.80	\$107.37	\$139.53		
1 Project Management	7	18	10	0	0	8		43	\$7,698
1.01 Kickoff Meeting	1	2	2					5	\$967
1.02 Progress Meetings (up to 3)	6	16	8			8		38	\$6,731
2 Safety Analysis	0	0	0	0	0	0		0	\$0
2.01 Data Collection								0	\$0
2.02 Safety Analysis								0	\$0
3 Equity Analysis	8	32	18	0	16	0		74	\$12,312
3.01 Equity Analysis Approach	4	16	8					28	\$5,096
3.02 Equity Analysis	4	16	10		16			46	\$7,215
4 Development of Recommendations	16	36	16	27	24	0		119	\$19,242
4.01 Policy & Process Changes	8	20	8	11	24			71	\$10,824
4.02 Strategy & Project Selections	8	16	8	16				48	\$8,418
5 Reporting & Documentation	0	0	0	0	0	0		0	\$0
5.01 Draft Safety Action Plan								0	\$0
5.02 Final Safety Action Plan								0	\$0
6 Stakeholder & Community Engagement	8	20	8	0	0	0		36	\$6,747
6.01 Planning Structure & Steering Committee	8	20	8					36	\$6,747
Staff Hours	39	106	52	27	40	8		272	\$46,000
Labor Total	\$10,112	\$16,268	\$10,424	\$3,784	\$4,295	\$1,116			\$46,000
Alta Reimbursable Expenses & Travel		\$4,000							\$4,000
Project Total	\$10,112	\$20,268	\$10,424	\$3,784	\$4,295	\$1,116			\$50,000



File #: 21-0595

DATE: August 12, 2024
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Deny Sewer Availability For Skylight Ranch, 2051 Wilson Pike (Map 080, Parcel 05403)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 10/21/2022.

SFUE's Requested: 1.

Domestic Water Meter Size(s): 2".

This property is located outside of the City limits in the Mayes Creek basin, bordered by Wilson Pike on the north and North Chapel Road on the west. No existing City of Franklin sanitary sewer infrastructure is available to the property and this property sits near the top of the basin. As such, the property would drain to nearly seven miles of proposed future interceptors that would lead back to a potential future plant to be served with City sanitary sewer. The applicant is looking to construct a 23-home subdivision with a barn and a pool. The applicant has requested denial.

This availability request was previously initially discussed at a Work Session meeting on June 27, 2023. It was decided it should be discussed further at a later Work Session meeting, which occurred on September 12, 2023. As a result of this meeting, the Water Management Department was tasked with having the Mayes Creek basin updated. A presentation discussing this study update was conducted at the August 13, 2024 Work Session and is attached to this item for reference.

FINANCIAL IMPACT:

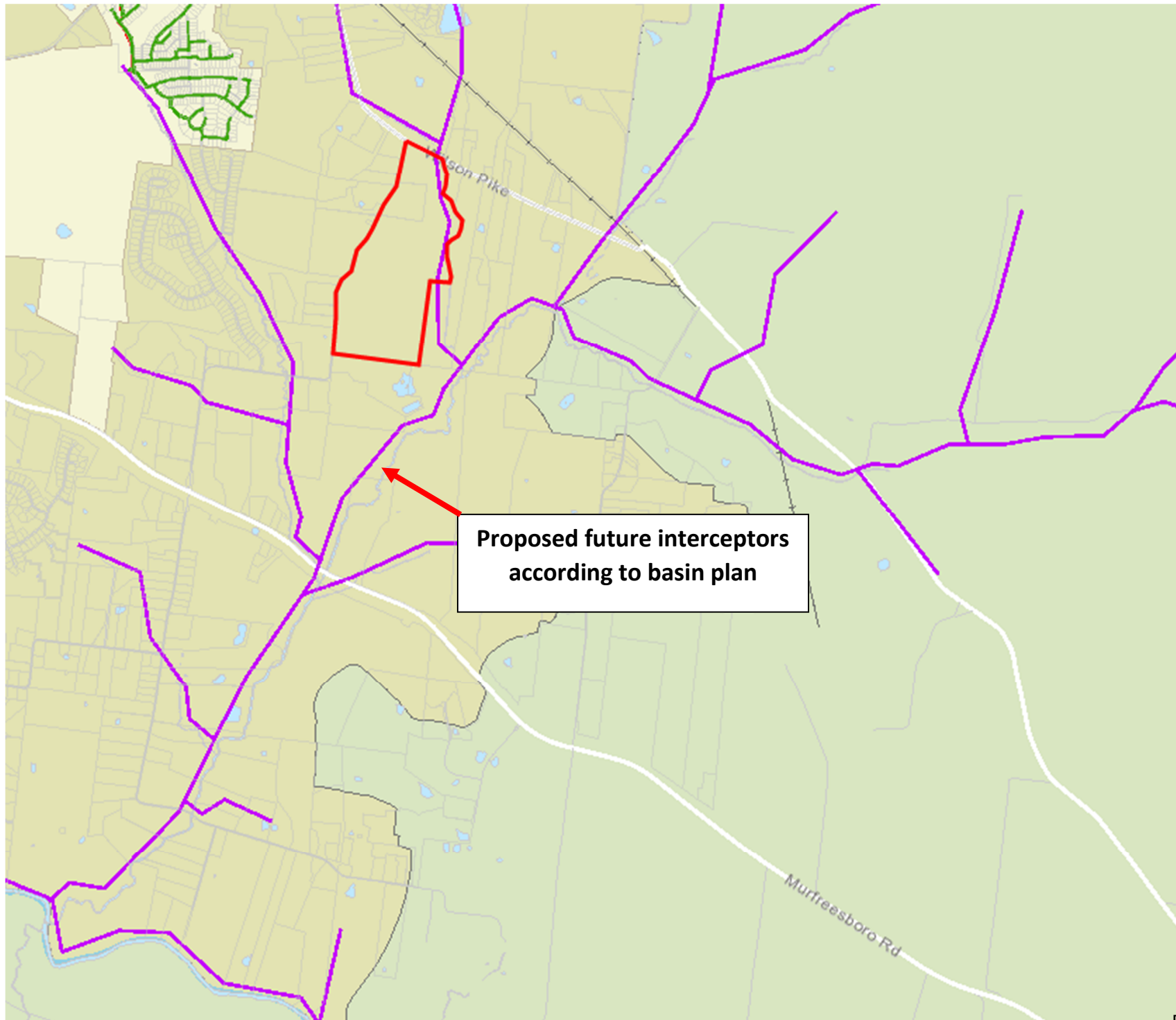
N/A

RECOMMENDATION:

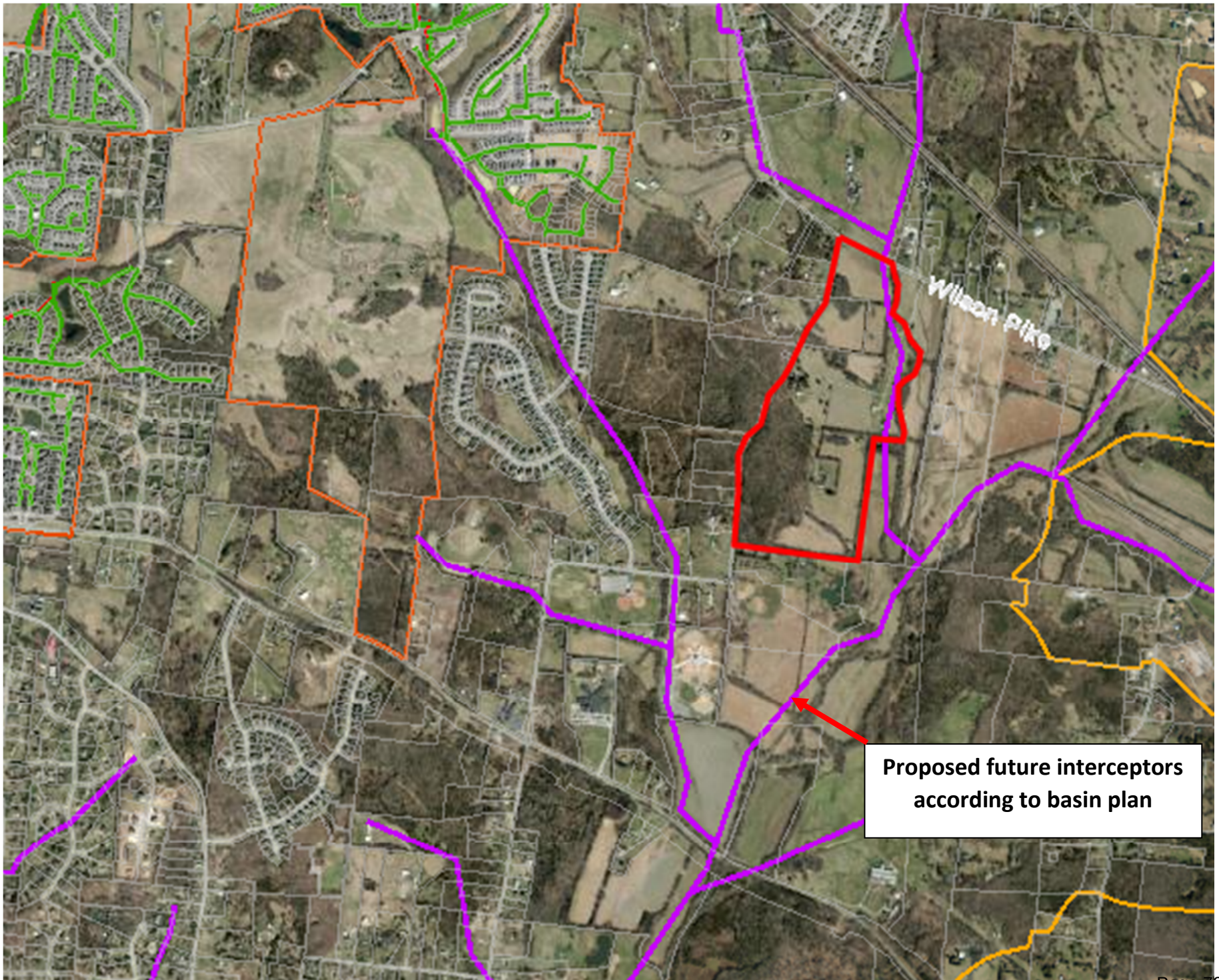
Staff recommends that the denial request for 2051 Wilson Pike not be granted due to its impact on the rest of the Mayes Creek basin within the Urban Growth Boundary. Staff recommends the applicant be required to extend the infrastructure required to serve the property with City sewer. Should the applicant's denial request be granted, allowing the applicant to develop without installing the sanitary sewer infrastructure necessary, the Water Management Department requests:

- the granting of easements for the future interceptors required to serve the basin with sanitary sewer service
- the ability to review and approve plats, grading plans, and site plans for the project to ensure the City's easements are not encumbered by anything to be installed in the easement, hindering the ability for sanitary sewer infrastructure to be installed and/or maintained in the easements
- an agreement to be recorded with all lots created as part of the project, related to the participation in a special assessment district should the development in the future connect to the City's sanitary sewer infrastructure
- owners of all properties created as a result of this project be required to pay all appropriate and associated fees at the time of connection to City sewer
- The City of Franklin will have no oversight or maintenance responsibility for any decentralized system created to serve this property; all oversight and maintenance will fully be the responsibility of a third party

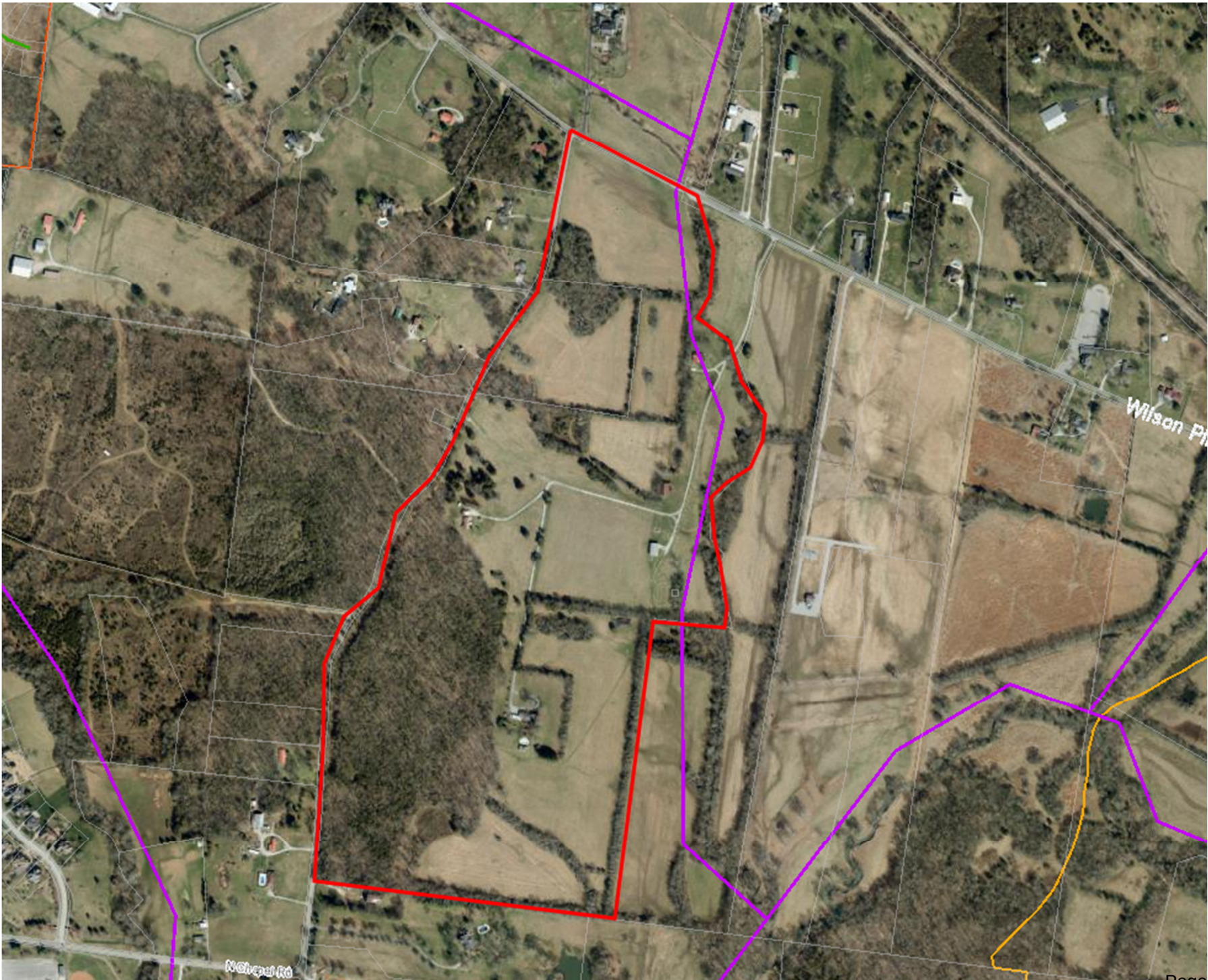
LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





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: ☒ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #		SKYLIGHT RANCH	
Map & Parcel(s) #		MAP: C80 PARCEL: 05403	
Property Address:		2051 WILSON PIKE	
City Project # (If Applicable)			
# of Dwelling Units (If Residential)		23	
Applicant's Name & Company		CURTIS STEWART T-SQUARE ENG.	
Applicant's Address		1329 WEST MAIN STREET FRANKLIN, TN 37065	
Applicant's Email & Phone #		CURTIS.STEWART@T2-ENG.COM 615-678-8212	
Anticipated Water Meter Size(s) (see chart on pg. 3).		2"	
Water District:		MILCROFTON	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4			
$SF (23) \times 350 GPD = 8,050$ $BARN (10) \times 25 = 250$ $GUESTS (20) \times 100 = 2,000$ $POOL (20) \times 10 = 200$ $10,500 GPD$			
use additional sheets as necessary			
Anticipated sewage flows: Information Required for Sewer Service		N/A	
If County is requiring this request please indicate if you are requesting an approval or denial:		☒ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

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

Email Application to: availability@franklintn.gov

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

Date Submitted: 10/21/2022



2024 MAYES CREEK BASIN UPDATE

SANITARY SEWER

BRIAN GOODWIN, PE
ASSISTANT DIRECTOR

SCOTT ANDREWS, PE
UTILITIES ENGINEER

BEN MCNEIL,
DEVELOPMENT AND
INFRASTRUCTURE
MANAGER

WATER MANAGEMENT
DEPARTMENT

AGENDA

- Background
- Overview
- CDM update
- Decentralized vs centralized sewer systems
- Conclusion

■ Overall Mayes Creek Basin Plan

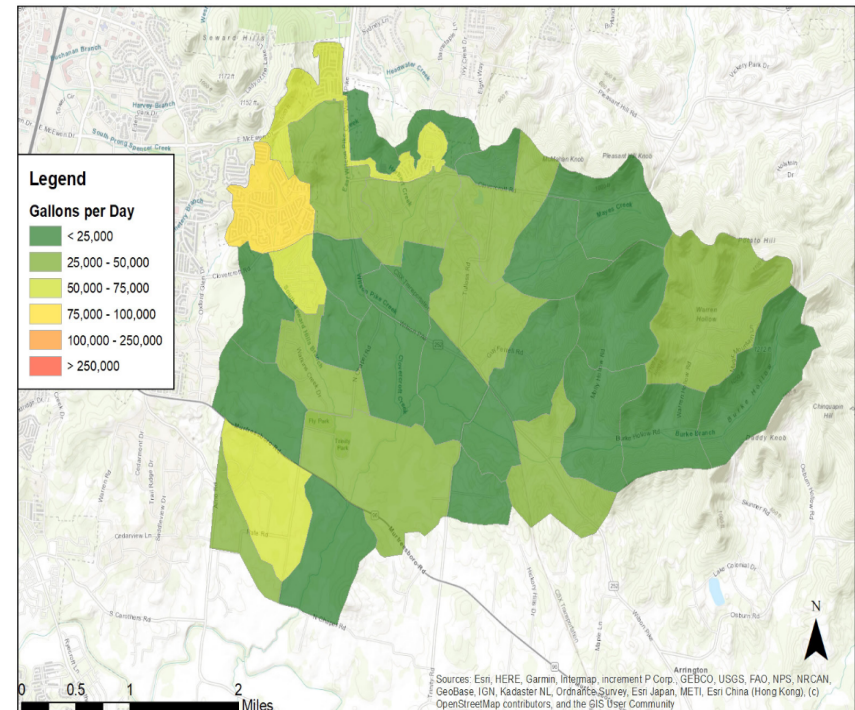
-
- Legend**
- Mayes Creek Basin Study Extents
 - Current UGB
- Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, CNES, Airphoto, FAO, NPS, NRCAN, GEBCO, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox contributors, Swisstopo, Mapbox contributors, and the GIS User Community
- 0 0.5 1 2 Miles
- Mayes Creek Basin Study Extents**

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CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- In September of 2023, CDM was selected to update the Mayes Creek basin in accordance with the latest growth projections provided by City of Franklin Planning. Signs of growth have been more frequent, and requests have been made for serving the Mayes Creek Basin with sewer utility.
 - 205 I Wilson Pike is an example of recent request to staff.
- CDM's task
 - Updating flow projections
 - Evaluate interceptor sizing
 - Provide likely profile depths of future interceptors.
 - Review of the interim solution discussed within the 2016 basin update and provide a potential solution.

Potential Flows: Nearest term forecast

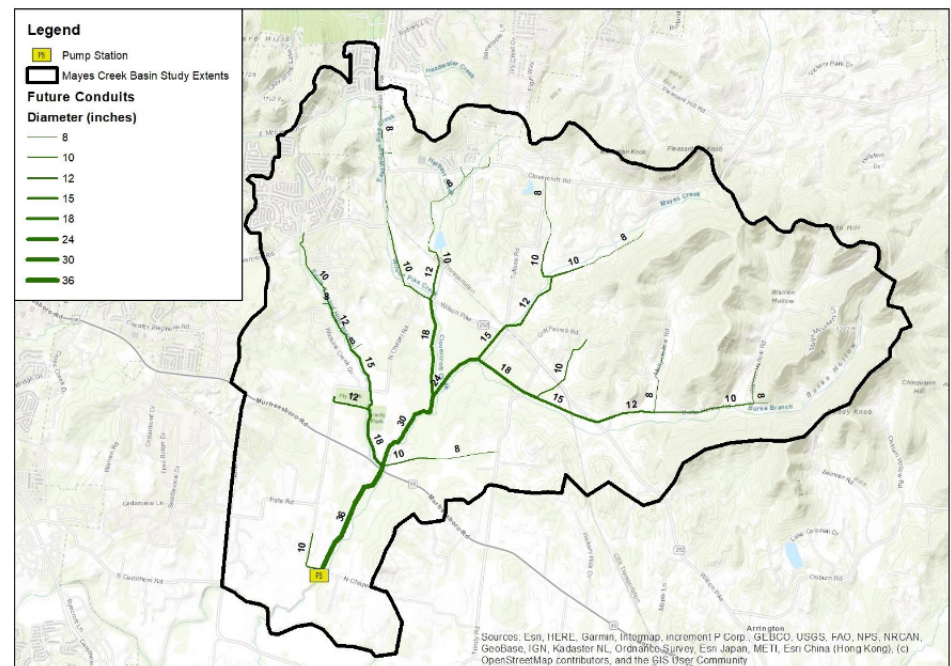


CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- 60% of Mayes Creek basin is currently undeveloped; what has been developed was developed through Williamson County and is currently utilizing on site disposal. (STEP systems)
- Mayes Creek basin breakdown (Flow estimates provided are average daily flow)
 - Nearest term growth: 0.8 MGD
 - Nearest term defined as current estimates of sanitary sewer flow based on known flows and low growth factors
 - Moderate Growth: 2.7 MGD
 - Defined as an approximate halfway point 20-30 years based on growth patterns
 - Full buildout (Inside current UGB and rest of basin also considers current STEP systems connecting in the future): 7.6 MGD
 - All available land is developed to its maximum density based on Envision Franklin.
 - This takes into account minimal to no development of slopes of 14% and greater.
- These flow projections are based on the 2023 Envision Franklin Planning document.
- Actual planning and permitting of development will drive timelines for flows additional construction required to see flow in area.

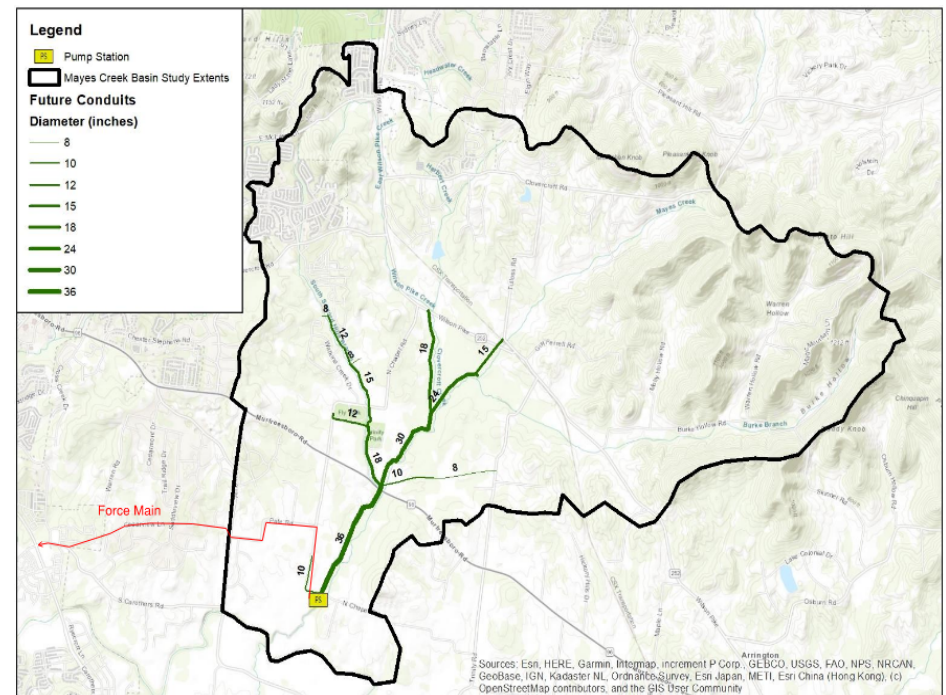
CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- Mayes Creek Interceptor layout
 - For this exercise, 2018 LiDAR was utilized to determine Interceptor placement.
 - 25 stream channel crossings noted, but minimizing impacts to existing wetlands and 60' buffers were considered.
 - Sloped areas of 14% and greater were also protected.
- Pipe sizing
 - Pipe velocities, TDEC pipe sloping requirements, manhole spacing, minimum manhole depth of 7' were all considered.
 - Updated flow information indicates a maximum interceptor size of 36" with submains in accordance with the density allotted within the sub basins.
- Sewer profiles have been completed with a maximum projected depth of 11'. This allows staff the understanding of potential easement requirements and Interceptor routings.



CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- Interim Solution-Regional lift station
 - The 2016 and 2023 Mayes Creek basin study both reviewed a sanitary alternative that allows for the development and sanitary sewer utility servicing the central and north Mayes Creek Basin.
 - Using the “Westhaven model”, a regional lift station may be constructed south of Murfreesboro Rd to pump sanitary flow to the future Water Reclamation Facility site.
 - Design, planning, easement acquisition and construction may take 8 to 10 years
 - Water Reclamation Facility is not yet constructed, all flow from this area would in the interim be treated at the current Water Reclamation Facility on Claude Yates.
 - Based on current flow estimations of 3.3 MGD, Phase I of this alternative requires a 3.7 mile 16” force main installation. As flows within the area increase, additional pump station and force main capacity may be required.
- In 2016 the proposed gravity interceptor and lift station was estimated to cost 23 million dollars. (\$30.1M in today's dollars). The costs has increased substantially over time, exacerbating the financial impacts of developing the basin.



BACKGROUND AND RECOMMENDATIONS 2016 – MAYES CREEK BASIN

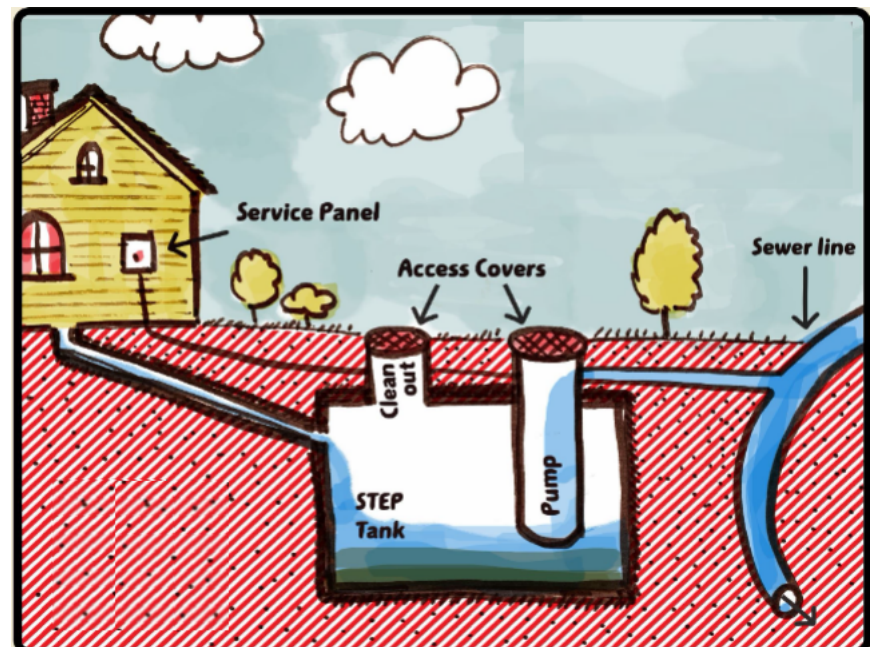
- In 2016 a consultant provided information related to decentralized sewer systems. The consultant evaluated the option and found that the addition of decentralized sewer systems would likely require 30-60 decentralized wastewater systems to be added within the Mayes Creek Basin.
 - Information was provided noting the City would be required to provide additional employees and equipment for daily maintenance and operations of the potential decentralized systems.
 - Each new decentralized system was estimated in 2016 at a cost \$800,000 to \$1.5 million for construction. An additional \$500,000 per year per decentralized system for operations and maintenance was estimated.
 - 30 decentralized systems: \$24M (**\$31.4M** in today's dollars) to \$45M (**\$58.9M** in today's dollars) to construct, \$15M (**\$19.6M** in today's dollars) annually to maintain
 - 60 decentralized systems: \$48M (**\$62.8M** in today's dollars) to \$90M (**\$117.8M** in today's dollars) to construct, \$30M (**\$39.2M** in today's dollars) annually to maintain
 - Reserve land is required for drip irrigation of effluent water, limiting the amount of land to be utilized for any other purpose
- In 2016 Staff recommended against decentralized systems due to the overall cost of these systems with a limited life expectancy of 30 to 50 years. Additional staffing and equipment needs exceed staffing and budgetary constraints.
- Centralized sewer was established as the most efficient option with a new south water reclamation facility.

Table 1: 2016 Summary of Capital Costs

Option	City Borne Cost	Developer Borne Cost
Decentralized Treatment	N/A	\$800,000 to \$1,500,000/ EA Plus Access Fees
Decentralized Pump Stations/ Force Mains	N/A Review Needed System Upgrades	\$625,000/ EA Plus Access Fees
Regional Pump Stations/ Force Mains	\$20,000,000 Review Needed System Upgrades	Cost of Conveyance to Pump Stations Plus Access Fees
Centralized Collection	\$36,000,000 Review Needed System Upgrades	Access Fees

FUTURE DECENTRALIZED SEWER CONNECTIONS — MAYES CREEK BASIN

- Future connections to centralized sewer (City sewer) from decentralized sewers (septic tank effluent pump systems, or STEP Systems) must be considered
 - STEP systems are designed with a solids tank on the property being served and an effluent pump that discharges into a common effluent force main in the street. All solids are restricted to the waste tank on site.
 - The effluent force main then discharges the effluent wastewater to a decentralized filtration station where it is treated and then applied to land set aside for drip irrigation.
 - STEP systems are not designed as centralized pressure or gravity sewer systems. To connect STEP systems to centralized sewer systems each system would require an evaluation and a new design to ensure proper service connection.
 - STEP systems are designed with specific permitting requirements that may not align with Franklin permit requirements and may negatively impact Franklin's permitted treatment capacity.
 - Additional cost may be required to construct a gravity sanitary sewer system in a built environment.
 - Connecting decentralized sewer systems to centralized presents additional challenges that must be realized before allowing connections.



CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- The City of Franklin, through City staff and administrators, are exploring the development infrastructure alignment for the projected growth, timing, and scale of the south water reclamation facility
- A presentation to BOMA was made in June of 2024 to demonstrate the need for the south plant and the timing of the exhaustion of current capacity at the Claude Yates Water Reclamation Facility
- Currently, the only flows considered in the Mayes Creek basin in substantiating the need for the south water reclamation facility are those developments currently vested
- Mayes Creek basin projected flows as noted in this presentation have significant impact on the scale of the future south water reclamation facility and the timing of its proposed phasing

CONCLUSION

- Centralized collection systems are vital to public health and clean water in accordance with the Clean Water Act of 1972. 92-500
- Mayes Creek basin should be served by centralized sanitary sewer in accordance with the current and past City of Franklin basin studies establishing clean water and environmentally friendly option.
- Serving the area with centralized sanitary sewer is beneficial to both the environment and future Franklin residents within the basin.



City of Franklin

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

File #: 21-0645

DATE: August 15, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For August 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
Hover your cursor over "**Our City**" or "**Business**",
Click on "[City Projects](#)",
Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

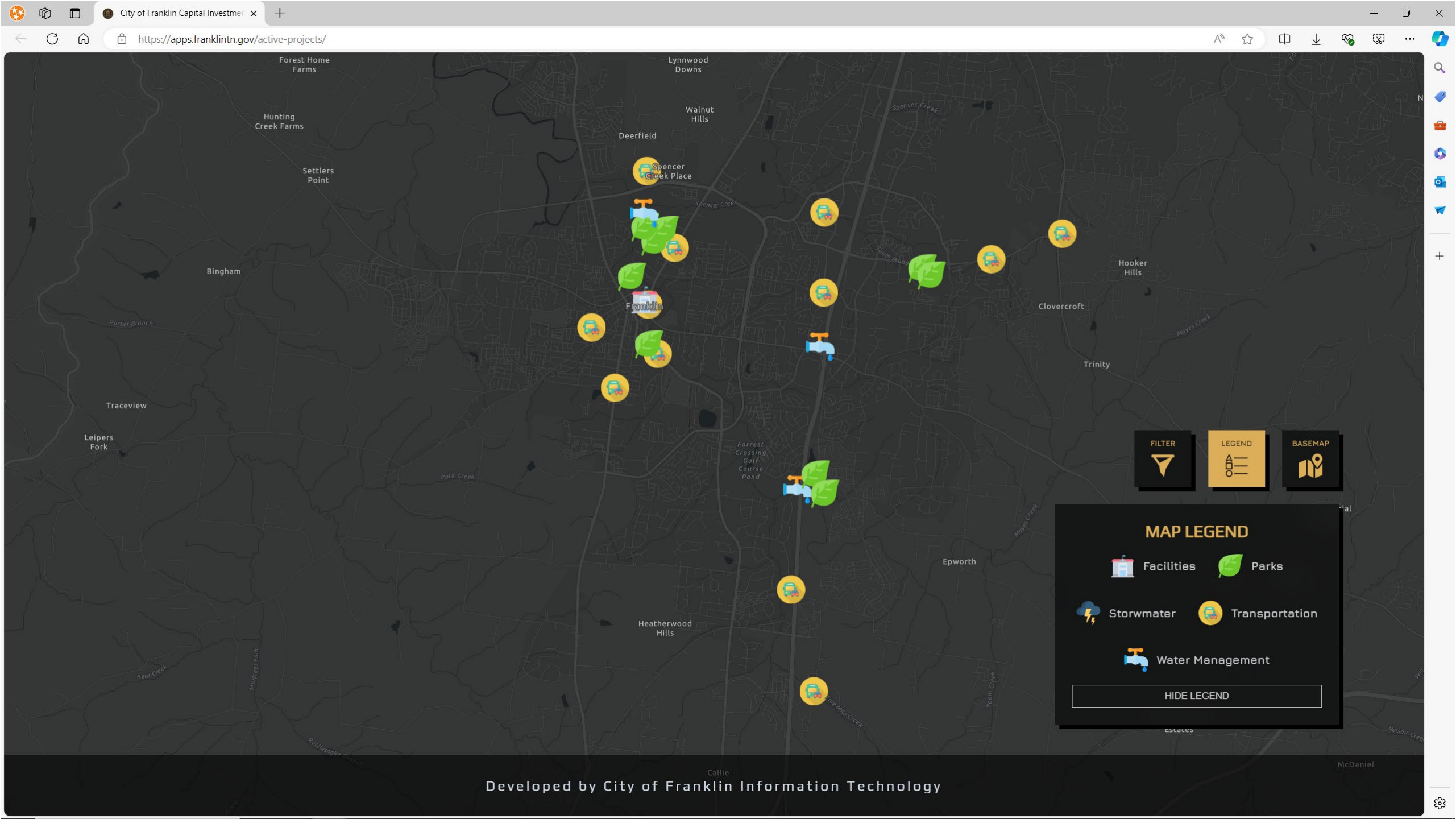


Image Captured from City of Franklin Website on 08/15/2024

Go to www.franklintn.gov >> Hover over “Our City” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”

OR

Go to www.franklintn.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”