



Meeting Agenda

Capital Investment Committee

Thursday, January 23, 2025

3:30 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
October 24, 2024 Capital Investment Committee Meeting

NEW BUSINESS

3. Election Of Chair And Vice Chair, Effective 2025
4. Consideration Of Ordinance 2024-46, An Ordinance To Reduce The Speed Limit On Horton Lane From Carters Creek Pike To Boyd Mill Avenue To Thirty-Five Miles Per Hour (35 MPH)

Sponsors: Paul Holzen, Adam Moser

5. Consideration Of Resolution 2024-114, A Resolution Declaring Certain Right-Of-Way Located On Liberty Hills Drive As Surplus

Sponsors: Paul Holzen

6. Consideration Of DRAFT Resolution 2025-02, A Resolution To Award The Construction Contract (COF Contract No. 2024-0297) For The "Lewisburg Pike At Donelson Creek Parkway Traffic Signal" (COF Project No. 2024-0010) To Stansell Electric Company, Inc. With A Bid Amount Of \$566,016.10

Sponsors: Paul Holzen, Adam Moser

7. Consideration Of Amendment 2 To COF Contract No. 2019-0155, With The Tennessee Department Of Transportation For The Harlinsdale Farm Multi-Use Path And Bridge Project (PIN 12663.00) To Extend The Project Completion Deadline To May 31, 2025

Sponsors: Paul Holzen, David Hodnett

8. Consideration Of DRAFT Amendment 5 To COF Contract No. 2019-0376, With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$30,000

Sponsors: Paul Holzen, Shahad Abdulrahman

9. Consideration Of Change Order 3 To COF Contract No. 2022-0116, With Stansell Electric Co, Inc For SR-96 (Murfreesboro Road) Traffic Signal Improvements (TDOT PIN 127913.00) For A Contract Time Increase Of 64 Days

Sponsors: Adam Moser

10. Consideration Of COF Contract No. 2024-0361, With Alfred Benesch & Company For The Mack Hatcher Parkway Shared-Use Path Extension Project

Sponsors: Paul Holzen

11. Consideration Of DRAFT COF Contract No. 2025-0014, With Middle Tennessee Electric Membership Corporation For A Relocation Agreement For The Del Rio Pike Sidewalk Project At An Estimated Cost Of \$66,458.51

Sponsors: Paul Holzen, Dustin Walcott

12. Consideration Of COF Contract No. 2024-0357, With C&T Engineering And Inspection, LLC, For Harpeth River Stream Monitoring And Data Management

Sponsors: Michelle Hatcher

13. Consideration Of Change Order 2 To COF Contract No. 2022-0310, With Insituform Technologies For Sanitary Sewer Main Lining Rehabilitation Contract For An Increase To The Contract In The Amount Of \$39,132.25

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

14. Capital Projects Dashboard And Status Updates For January 2025

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, October 24, 2024

3:30 PM

Board Room

CALL TO ORDER

Vice Chair Greg Caesar called the meeting to order at 03:32 PM

Board Members Present: Matt Brown, Beverly Burger, Greg Caesar

Board Members Absent: Brandy Blanton

Staff Present: Jonathan Marston, Adam Moser, Jimmy Wiseman, Michelle Hatcher, 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 Matt Brown, seconded by Alderman Beverly Burger to Approve the Agenda 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.

Ned Dannenberg expressed concern about removing a crosswalk in the Downtown corridor as it is currently proposed with the Third Avenue and Margin Street updated traffic plans.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
August 22, 2024 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Approve the August 22, 2024 Capital Investment Committee Meeting Minutes. The motion passed 3-0.

NEW BUSINESS

3. Consideration Of Ordinance 2024-33, An Ordinance To Establish All-Way Stop Control At The Intersection Of Townsend Boulevard And Eliot Road

Sponsors: Paul Holzen, Adam Moser

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

4. Consideration Of Ordinance 2024-38, An Ordinance To Revise The Pavement Markings, Signage, And Traffic Flow For Acton Street From 9th Avenue To Plaza Street

Sponsors: Paul Holzen, Adam Moser

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

5. Consideration Of DRAFT Ordinance 2024-39, An Ordinance To Establish A 2-Hour Parking Zone Along 9th Avenue From Columbia Avenue To Natchez Street

Sponsors: Paul Holzen, Adam Moser

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

6. Consideration Of DRAFT Resolution 2024-94, 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 "Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00)"

Sponsors: Paul Holzen, Jonathan Marston, William Banks

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

7. Consideration Of Amendment 1 To COF Contract No. 2018-0242, A Professional Services Agreement With Barge Design Solutions For Final Design Services On The Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00), At A Cost Increase Of \$322,528

Sponsors: Paul Holzen, Jonathan Marston, William Banks

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

8. Consideration Of Amendment 2 To COF Contract No. 2019-0097, With The Tennessee Department Of Transportation For The SR-96 (Murfreesboro Road) Traffic Signal Improvement Project

Sponsors: Paul Holzen, Adam Moser

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

9. **Consideration Of Amendment 2 To COF Contract No. 2019-0233, A Professional Services Agreement With Alfred Benesch & Company For The Final Design Of The Old Peytonsville Road And Long Lane Bridge And Connector Project (COF Project No. 2019-015) At A Cost Increase Of \$242,000**

Sponsors: Paul Holzen, Jonathan Marston, William Banks

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

10. **Consideration Of COF Contract No. 2024-0311, With Toll Brothers, Inc. For Reimbursement Agreement For An Amount Not To Exceed \$416,750**

Sponsors: Paul Holzen, Jimmy Wiseman

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval of the Contract to Work Session for Discussion. The motion passed 3-0.

11. **Consideration Of DRAFT Change Order No. 1 To COF Contract No. 2023-0076, With Garney Construction For Downtown Area/Lewisburg Avenue Water And Sewer Improvements Project At A Cost Increase Of \$287,732.25 And A Time Extension Of 330 Calendar Days**

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

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

12. **Capital Projects Dashboard And Status Updates For October 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 @ 4:13 PM

Brandy Blanton, Chair

Minutes Prepared by Sarah Schilling, Assistant Deputy City Recorder, City Administrator's Office - 11/13/2024, 11:14 AM



File #: 21-0972

DATE: November 7, 2024
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2024-46, An Ordinance To Reduce The Speed Limit On Horton Lane From Carters Creek Pike To Boyd Mill Avenue To Thirty-Five Miles Per Hour (35 MPH)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2024-46, An Ordinance To Reduce The Speed Limit On Horton Lane From Carters Creek Pike To Boyd Mill Avenue To Thirty-Five Miles Per Hour (35 MPH)

BACKGROUND/STAFF COMMENTS:

Residents of Willow Springs subdivision have reported high vehicular speeds along Horton Lane. This makes it difficult to walk/bike along the roadway - a roadway that splits residential neighborhoods and the Williamson County Soccer Complex. The calls requested a traffic study be done to help slow vehicles down. Horton Lane is a collector and does not qualify for the Neighborhood Traffic Calming Program, however, it was stated to the residents that the speed limit could be studied for possible reduction. After engineering study, it was determined that the Horton Lane speed limit could indeed be reduced from 40 MPH to 35 MPH based on historical crash and speed data. Should additional pedestrian facilities be added, such as marked mid-block crossings, sidewalk, etc, a further reduction in speed limit could be warranted.

FINANCIAL IMPACT:

The cost associated with replacing the speed limit signs is included in the annual Streets Department budget.

RECOMMENDATION:

Staff recommends that Ordinance 2024-46 be recommended the Board of Mayor and Aldermen for approval.

ORDINANCE 2024-46

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON HORTON LANE FROM CARTERS CREEK PIKE TO BOYD MILL AVENUE TO THIRTY-FIVE MILES PER HOUR (35 MPH).

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards to streets within the City; and

WHEREAS, the City of Franklin Engineering Department received calls to study pedestrian safety and vehicular speeds along Horton Lane; and

WHEREAS, the current speed limit of Horton Lane is forty miles per hour (40 mph); and

WHEREAS, Horton Lane runs north/south between residential neighborhoods and the Williamson County Soccer Complex; and

WHEREAS, Engineering Department Staff has completed a speed study and engineering evaluation examining: existing speeds, five (5) year crash history, driveway access points, roadway geometry, and pedestrian activity along Horton Lane; and

WHEREAS, the engineering principles/judgment related to vehicular driver and pedestrian safety give justification for reducing the speed limit from forty miles per hour (40 mph) to thirty-five miles per hour (35 mph); and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. That the speed limit on Horton Lane, from Carters Creek Pike to Boyd Mill Avenue be decreased from forty miles per hour (40 mph) to thirty-five miles per hour (35 mph) for both directions of travel.

SECTION II. That that the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

SECTION III. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:

DATE: November 7, 2024

TO: Paul Holzen, Director of Engineering

FROM: Adam Moser, Traffic Engineer

SUBJECT: Horton Lane Speed Limit and Crash Report Study

Purpose

The purpose of this memo is to summarize the results of the speed and count study that was completed on September 20, 2024, as well as the five-year crash history for Horton Lane between Carters Creek Pike/West Main Street and Boyd Mill Avenue. The data was collected from a request from residents' calls about the pedestrian safety for pedestrians traversing along and across Horton Lane.

Background & Speed Study Results

Residents of Willow Springs subdivision have reported that speeds were in excess of the speed limit and that vehicles pose a risk to pedestrians traveling along and across Horton Lane. The residents asked that a study be performed to measure speeds and consider a reduction of the current speed limit or other speed reducing measures.

The current speed limit of Horton Lane is signed at 40 mph. The speed is posted at 40 mph along the entire length of roadway between Carters Creek Pike/West Main to Boyd Mill Avenue.

A speed study and engineering review was completed in September of 2024. The speed measuring device location was located on a straight section of Horton Lane not near an intersection to ensure that a majority of the vehicles were traveling at speed, and not in locations where there were major intersections or conflicting/slowing movements to skew the data. Speed and count data was collected over a minimum of two weekdays (minimum 48 straight hours).

Speed limits are typically set by studying the 85th percentile speed of a roadway as well as design criteria, roadway classification, and the development type in which the roadway serves (downtown retail, suburban area with sidewalks, rural, etc), as well as many other characteristics. The speed study data summary is shown in Table 1. The highlighted column is the 85th percentile column. This 85th percentile speed is the speed at which 85% of the vehicles captured during the speed study are traveling at or below.

5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th
29	30	32	33	34	34	35	35	36	37	37	38	38	39	39	40	40	42	43

Table 1 Speed Data

Crash History Results

As part of this study, the crash history was examined along Horton Lane. The last five years of crash data was collected and summarized in Figure 1

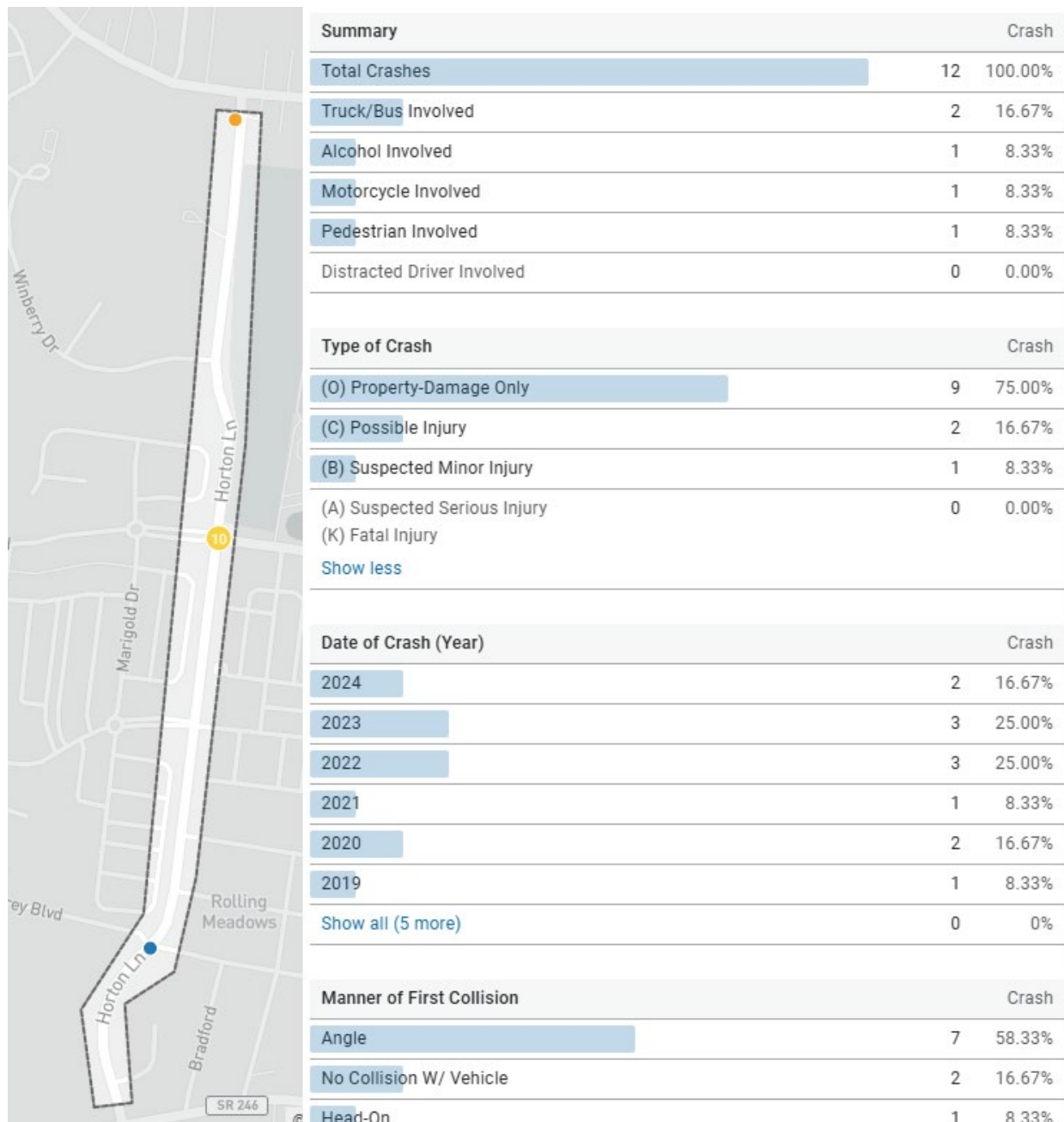


Figure 1 Crash Locations in the Last Five Years

Recommendations and Next Steps

Federal guidelines to setting speed limits recommend studying the roadway design, 85th percentile speed and makeup of the area in which the roadway serves. There are many variables in determining the safe speed limit for a roadway, including pedestrian activity, sidewalks/crossings, crash history, and overall speed of vehicles. From the speed study data and engineering review of the area, it is clear that a 40 mph speed limit is likely too high for this roadway and its surrounding residential and park facilities. While there are no fatalities on this roadway, there are 3 injury crashes and one involving a pedestrian in the last 5 years.

Therefore, based on the data collected, staff recommends that the speed limit be reduced to 35 mph for the extents of Horton Lane. While further reduction could be warranted should additional pedestrian facilities (crossings) be added along Horton Lane, the current study data supports a reduction from 40 mph to 35 mph.



File #: 21-01373

DATE: December 16, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Resolution 2024-114, A Resolution Declaring Certain Right-Of-Way Located On Liberty Hills Drive As Surplus

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-114.

BACKGROUND/STAFF COMMENTS:

Liberty Hills Drive was originally planned as a minor collector roadway with the intent to extend the roadway to McEwen Drive. However, at some point, this extension was not supported by the residents of Cheswicke Farm, leading to its removal from the Major Thoroughfare Plan.

The Cheswick Farm Homeowners Association (HOA) has since submitted a formal request for the City to abandon this unused section of right-of-way and transfer it to the HOA. The disposal of surplus City property is governed by Chapter 8 of the City of Franklin Municipal Code, which outlines the process for handling such property.

This section of excess right-of-way qualifies as a non-buildable lot with an estimated value of less than \$75,000. As such, with approval from the Board of Mayor and Aldermen (BOMA), the Mayor and City Administrator would be authorized to proceed with the abandonment of this right-of-way.

FINANCIAL IMPACT:

There will be no financial impact to the City.

RECOMMENDATION:

Staff recommends that Resolution 2024-114 be recommended for approval by the Board of Mayor and Aldermen.

RESOLUTION 2024-114

A RESOLUTION DECLARING CERTAIN RIGHT-OF-WAY LOCATED ON LIBERTY HILLS DRIVE AS SURPLUS

WHEREAS, the Board of Mayor and Aldermen (BOMA) by approving this resolution, are determining that the existing right-of-way located on Liberty Hills Drive as shown on Exhibit A is no longer necessary, suitable and desirable as public right-of-way; and

WHEREAS, because this right-of-way as shown in Exhibit A is no longer needed, the City now desires to declare the Right-of-Way as surplus property in order to sell or dispose of the property to the Cheswicke Farm HOA; and

WHEREAS, the existing right-of-way would be considered a non-buildable lot and staff has determined the value to be less than \$75,000; and

WHEREAS, the City will realize additional tax benefits from this property being returned to the tax roll with such transfer of ownership of the property; and

WHEREAS, Municipal Code (Chapter 8; Sec. 5-802) allows for the BOMA to sell or dispose of right-of-way by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$75,000.

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

The Right-of-Way as shown in attached Exhibit A is hereby declared surplus property.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the right-of-way so declared as surplus shall be disposed to the Cheswicke Farm HOA as negotiated by the City Engineer and approved by the City Administrator with the following conditions:

- 1) Require a Public Utility and Drainage and Access Easement on 100% of the property being vacated.
- 2) Require the property owners to complete a survey for the surplus right-of-way and prepare legal descriptions for each portion to be disposed.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2025.

ATTEST:

CITY OF FRANKLIN, TENNESSE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

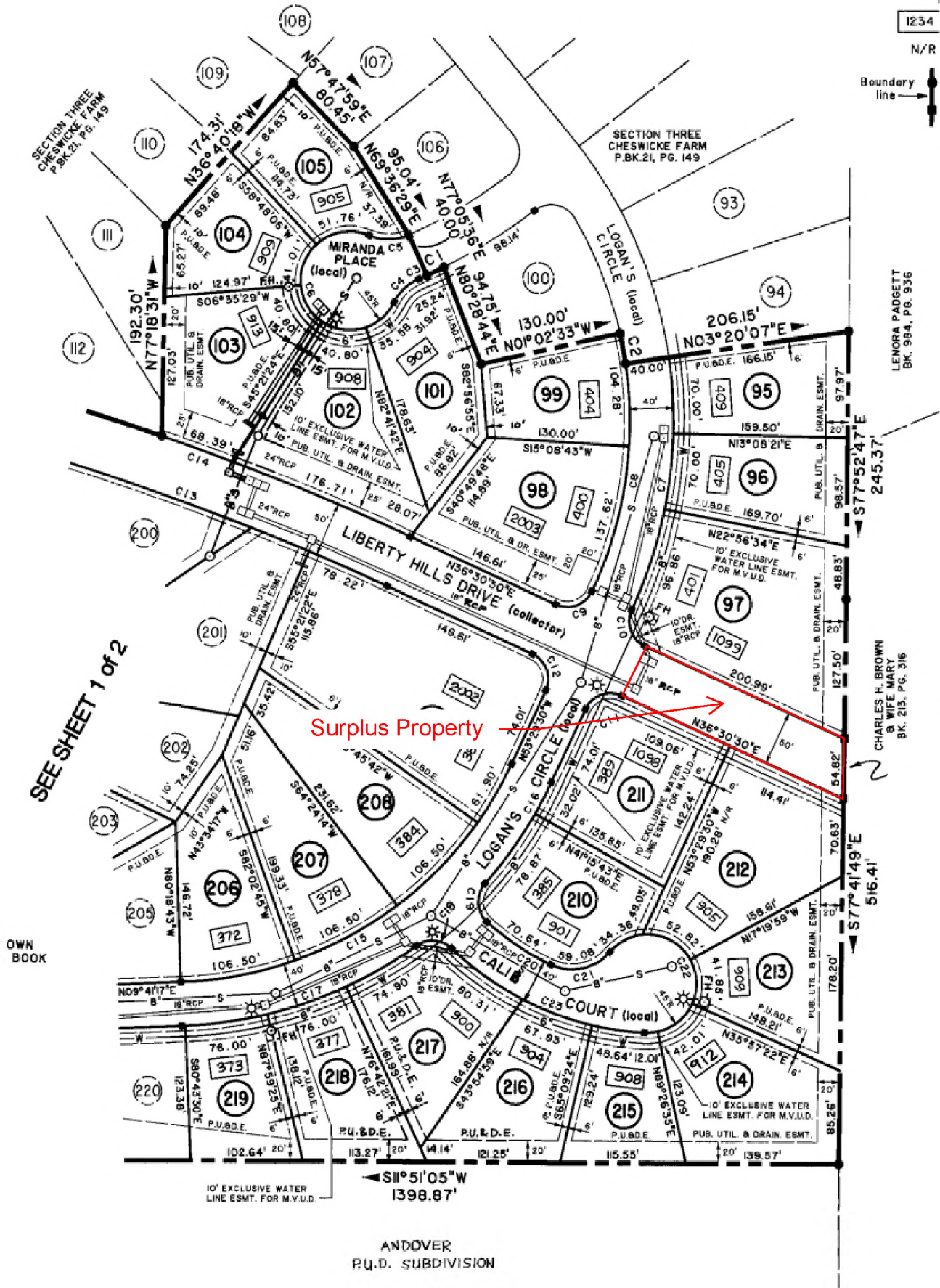
By: _____
William E. Squires
Assistant City Attorney

Resolution 2024-114
Exhibit A



N/R

Boundary line →





File #: 21-036

DATE: January 8, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of DRAFT Resolution 2025-02, A Resolution To Award The Construction Contract (COF Contract No. 2024-0297) For The "Lewisburg Pike At Donelson Creek Parkway Traffic Signal" (COF Project No. 2024-0010) To Stansell Electric Company, Inc. With A Bid Amount Of \$566,016.10

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-002.

BACKGROUND/STAFF COMMENTS:

As part of the Engineering Department's annual budget, the Board of Mayor and Aldermen (BOMA) approved a Program Enhancement Request for the installation of a traffic signal at the intersection of Donelson Creek Parkway and Lewisburg Pike. A traffic signal warrant study conducted in 2021 determined that a signal is warranted for this location.

On December 5, 2024, the City of Franklin received sealed bids for the construction of the Lewisburg Pike at Donelson Creek Parkway Traffic Signal Project. After a thorough review and tabulation of all submitted bids, city staff recommends awarding the contract (COF 2024-0297) to the lowest responsible bidder, Stansell Electric Company, Inc.

FINANCIAL IMPACT:

The financial impact is in the amount of \$566,016.10 and will be paid out of the Engineering Departments approved budget.

RECOMMENDATION:

Staff recommends that Resolution 2025-002 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-0002

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2024-0297) FOR THE “LEWISBURG PIKE AT DONELSON CREEK PARKWAY TRAFFIC SIGNAL” (COF PROJECT NO. 2024-0010) TO STANSELL ELECTRIC COMPANY, INC. WITH A BID AMOUNT OF \$566,016.10

WHEREAS, on December 5, 2024, sealed bids for the construction of the “Lewisburg Pike at Donelson Creek Parkway Traffic Signal” (COF Contract No. 2024-0297 / COF Project No. 2024-0010) were received by City of Franklin staff at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064, were publicly opened, and were read aloud; and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends award of the contract (COF Contract No. 2024-0297) for construction of the “Lewisburg Pike at Donelson Creek Parkway Traffic Signal” (COF Project No. 2024-0010) to the low bidder, Stansell Electric Company, Inc., with a bid amount of Five Hundred Sixty-Six Thousand, Sixteen dollars and 10/100 cents (\$566,016.10); and

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

Approval is granted to award the contract (COF Contract No. 2024-0297) for the construction of the “Lewisburg Pike at Donelson Creek Parkway Traffic Signal” (COF Project No. 2024-0010) to Stansell Electric Company, Inc., with a bid amount of Five Hundred Sixty-Six Thousand, Sixteen dollars and 10/100 cents (\$566,016.10); and

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2025.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 21-01386

DATE: December 19, 2024
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2019-0155, With The Tennessee Department Of Transportation For The Harlinsdale Farm Multi-Use Path And Bridge Project (PIN 12663.00) To Extend The Project Completion Deadline To May 31, 2025

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2019-0155.

BACKGROUND/STAFF COMMENTS:

In 2019, the BOMA entered into a Local Agency Project Agreement (COF Contract No. 2019-0155 / TDOT Agreement No. 180117) to accept \$2,000,000 in federal Transportation Alternative Program (TAP) funding toward the construction of a multi-use (i.e., pedestrian & bicycle) bridge and path that connects The Park at Harlinsdale Farm with the existing trail system on the north side of the Harpeth River and the trail system in the Chestnut Bend subdivision. This agreement also allows the City to locally manage all phases of the project.

This Amendment 2 allows the City to extend the project completion deadline (i.e., deadline by which the project must be complete) to May 31, 2025.

FINANCIAL IMPACT:

There is no financial impact on the City.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2019-0155 be recommended to the Board of Mayor and Aldermen for approval.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

November 13, 2024

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Avenue, S., Suite 103
Franklin, TN 37064

Re: Harlinsdale Farm Multi-Use Path in Franklin
Franklin, Williamson County
PIN: 126630.00
Federal Project Number: TAP-9305(32)
State Project Number: 79LPLM-F3-104
Agreement Number: 180117

Dear Mayor Moore:

I am attaching an amendment to the original contract to this letter. The amendment extends the expiration date of the contract and replaces the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or simchah.edwards@tn.gov.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 2

Agreement Number: 180117

Project Identification Number: 126630.00

Federal Project Number: TAP-9305(32)

State Project Number: 94LPLM-F3-104

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Harlinsdale Farm Multi-Use Path in Franklin

1. The language of Agreement # 180117 A1 dated November 28, 2023 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .
2. The language of Agreement # 180117 A1 dated November 28, 2023 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 31, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment to Replace Exhibit A and Change Completion Date

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

Signature: Ken Moore
Ken Moore (Dec 11, 2024 11:57 CST)
Email: ken.moore@franklintn.gov

By

Signature:
Email: TDOT.COMMISSIONER'S.Office@tn.gov

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By

Signature:
Email: blake.harper@franklintn.gov

Signature:
Email: TDOT.Legal.Attorneys@tn.gov

I

Signature:
Email: Daniel.Pallme@tn.gov

EXHIBIT “A” FOR AMENDMENT 2

AGREEMENT #: 180117

PROJECT IDENTIFICATION #: 126630.00

FEDERAL PROJECT #: TAP-9305(32)

STATE PROJECT #: 94LPLM-F3-104

PROJECT DESCRIPTION: Harlinsdale Farm Multi-Use Path in Franklin. This project will construct a multi-use path beginning at the Ruby F. Lynch trailhead and terminate on the west side of the Harpeth River near Chestnut Bend Subdivision. The project also includes ADA upgrades, a pedestrian bridge, pedestrian lighting and bike racks

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycles and Pedestrian Facility

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONSTRUCTION	TAP-S	80	0	20	\$3,613,898.00
CEI	TAP-S	80	0	20	\$435,984.00
TDOT ES	TAP-S	80	0	20	\$23,729.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: TAP: FAST Act § 1109; 23 U.S.C. 133(h)

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT’s expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



File #: 21-042

DATE: January 9, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 5 To COF Contract No. 2019-0376, With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$30,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 5 to COF Contract 2019-0376.

BACKGROUND/STAFF COMMENTS:

On March 10, 2020, the BOMA approved a PSA (COF Contract No. 2019-0376) with Barge to provide design services for the Bicentennial Park Project. Amendment 5 will allow the Barge team to provide additional services as requested during the construction of the project. Examples of recently requested services have included:

1. Revisions to the electrical mezzanine
2. Revisions to the site irrigation system
3. Revisions to the soil management plan
4. Performance of an additional fire flow test
5. Repackaging for DRT submittal and approval

FINANCIAL IMPACT:

The original contract was for a lump sum of \$439,500. Amendment 5 is for an amount not to exceed \$30,000.

RECOMMENDATION:

Staff recommends that Amendment 5 to COF Contract 2019-0376 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT 5 TO
PROFESSIONAL SERVICES AGREEMENT
FOR BICENTENNIAL PARK PROJECT
COF Contract No. 2019-0376**

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

WITNESSETH:

WHEREAS, on 10th of March 2020, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Bicentennial Park Project**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of Four Hundred Thirty-Nine Thousand Five Hundred and No/100 DOLLARS (\$439,500.00) to provide engineering design services as detailed in the Scope of Services; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated July 22, 2024, to provide the additional services requested by the city for environmental testing at a Lump Sum Cost Increase of **Thirty-Thousand and 00/100 DOLLARS (\$30,000)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an 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. The Consultant agrees to perform the work as proposed in Attachment A, dated October 2, 2023, 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. The City shall pay the Consultant for the cost of the work as described in Attachment A in the Lump Sum amount of **Thirty-Thousand and 00/100 DOLLARS (\$30,000)**;

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

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

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

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

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

All other provisions of the Agreement, dated March 10th, 2022, are unchanged and remain in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

Barge Design Solutions, Inc.:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

(Signature)

Name: _____

Title: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

, Staff Attorney

July 22, 2024
File No. 35968-01

Ms. Shahad Abdulrahman
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

RE: BICENTENNIAL PARK – CONTRACT AMENDMENT #5

Dear Ms. Abdulrahman:

Barge Design Solutions, Inc. (Barge) encloses the details of Contract Amendment #5 to provide additional funding for Miscellaneous Construction Administration Owner-Requested Services beyond what was approved as part of Contract Amendment #3, dated 11/01/2022 as detailed in Attachment A.

If we have not fully addressed your project requirements, or if you have questions regarding the proposal, please advise me immediately by calling (615) 252-4329.

We anticipate this work being performed under the terms and conditions of the current Bicentennial Park contract with the fee being adjusted to accommodate Amendment #5. Please let us know if this is not the case.

Sincerely,
Barge Design Solutions, Inc.



Adrian Ward
Manager

Enclosures

cc: Mr. Paul Holzen, City of Franklin
Ms. Lisa Clayton, City of Franklin
Barge Project Team

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Time of Performance
- IV. Compensation

I. Project Description

The Bicentennial Park Improvements project is located in the City of Franklin between 3rd Avenue, North Margin Street, and the Harpeth River and consists of approximately 10 acres. This project amendment includes increasing the allotted fee for miscellaneous Client requested services. Amendment #3 provided an hourly, not to exceed fee of \$30,000 for Client requested work and established that a separate request would be made when these funds were used. At the time of submitting this Amendment #5, the funding from Amendment #3 will be fully used, and therefore this amendment is being submitted in order for Barge to continue providing assistance as it relates to Client requested services. Examples of recently requested services have included:

- 1. Revisions to the electrical mezzanine
- 2. Revisions to the site irrigation system
- 3. Revisions to the soil management plan
- 4. Performance of an additional fire flow test
- 5. Repackaging for DRT submittal and approval

II. Scope of Services

Barge proposes this Amendment in order to continue providing assistance to the City of Franklin for Client requested work beyond the scope of services for limited construction administration established in Amendment #3. Upon request by the City's representative for additional services, Barge will provide a scope of work and an estimated dollar value prior to proceeding with the work. Authorization for these services will require approval via email by the City's representative.

III. Time of Performance

This amendment has no impact on the schedule. Barge is prepared to begin work under this amendment at the next request of the City's representative.

IV. Compensation

The compensation to be paid to Barge for providing requested services shall be as follows and in accordance with payment terms for Agreement and Amendment #3:

Amendment #5 – Miscellaneous Services	Hourly, Not to Exceed	\$30,000
---------------------------------------	-----------------------	----------

BARGE DESIGN SOLUTIONS, INC.

EXHIBIT A – SCHEDULE OF STANDARD CHARGES

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect	\$170 to	\$295
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	100 to	250
Graduate Engineer, Planner, or Architect.....	70 to	150
Designer or Technician	60 to	130
Drafter, Administrative Assistant, etc.....	50 to	120
Construction Representative	50 to	110
Surveyor	40 to	100

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement. Submittal fees and other applicable expenses will be invoiced at cost.

Barge contract employees (non-Barge payroll) utilized by Barge in the provision of services under this agreement will be billed at a multiple of 1.6 times the expenses incurred by Barge for time chargeable to the work.

Invoices will be issued monthly.

NOTE: The average three-member survey crew rate ranges from \$140 to \$250 per hour, depending upon the mix of personnel used.

An annual escalation of hourly rates of 3% - 5% will be applied one year from the date of the professional services agreement



File #: 21-01398

DATE: December 27, 2024
TO: Capital Investment Committee
FROM: Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Change Order 3 To COF Contract No. 2022-0116, With Stansell Electric Co, Inc For SR-96 (Murfreesboro Road) Traffic Signal Improvements (TDOT PIN 127913.00) For A Contract Time Increase Of 64 Days

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 3 to COF Contract No. 2022-0116 with Stansell Electric Co, Inc for SR-96 (Murfreesboro Road) Traffic Signal Improvements.

BACKGROUND/STAFF COMMENTS:

On May 9, 2023, the City of Franklin Board of Mayor and Alderman (BOMA) awarded, via Resolution 2022-70, the construction contract (COF Contract No. 2022-0116) for the SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 127913.00) to Stansell Electric Company, Inc in the amount Of \$969,844. The purpose of changing order 3 is to add an additional 64 days to the project due to supply chain delays in receiving materials necessary to activate technical components of the project.

FINANCIAL IMPACT:

This change order does not contain a request for any additional funds to what has already been appropriated.

RECOMMENDATION:

Staff recommends that Change Order No. 3 to COF Contract 2022-0116 be recommended to the Board of Mayor and Aldermen for approval.



Supplemental Agreement and/or Request for Construction Change Change Order Request #3

Project Title/Termini:	<u>SR-96 (Murfreesboro Road) Traffic Signal Improvements</u>		
Owner:	<u>City of Franklin</u>	PIN:	<u>127913.00</u>
Address:	<u>109 3rd Avenue South</u>	State Project No.:	<u>94LPLM-F3-110</u>
	<u>Franklin, TN 37064</u>	Federal Project No.:	<u>CM-NH-96(59)</u>
		Contract No.:	<u>2022-0116</u>
County:	<u>Williamson</u>		

Whereas, we Stansell Electric Company, Inc. with Fidelity and Deposit Company of Maryland, as a Surety, entered into a contract with City of Franklin, on 06/05/2023, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

To add 64 calendar days to the construction completion time due to delays in delivery of necessary components to completely activate portions of the traffic signal project. (See attached letter)

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 64 days, ☐ Decrease by _____ days

Original Construction Completion Time: 365 calendar days (Date: July 10, 2024)

Original Contract Amount: \$969,844.00

Approved Change Orders: \$60,880.00

Current Change Order: \$0.00

Pending Change Orders: \$0.00

Total Change Orders: \$60,880.00

New Contract Amount: \$1,030,724.00

Contract Completion Time with Change Orders: 429 calendar days (Date: September 12, 2024)

[illegible]

Page 35 of 128

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mark W. EDWARDS, II, Anna CHILDRESS, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL, all of Birmingham, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of September, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: Robert D. Murray
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

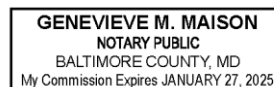
By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 29th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 20th day of December, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

11/25/2024

Simchah Edwards | Transportation Program Monitor-Region 3
 Local Programs Development Office
 James K. Polk Building, 6th Floor
 505 Deaderick Street, Nashville, TN 3724

RE: Change Order #3: Additional Contract Days for the SR-96E (Murfreesboro Rd) Traffic Signal Improvements TDOT PIN: 127913.00; Federal Project No.: CM-NH-96(59); State Project No.: 94LPLM-F3-109; COF Contract No.: 2022-0116

Simchah,

Stansell Electric Company, Inc. submitted a time extension request, dated October 7, 2024 (attached). In their letter, Stansell indicated the four (4) following requests for additional time.

1. Due to plan omission and to meet requirements of MUTCD, two 130 signal heads had to be installed for north and south approaches of Center Point at SR96. Lead time for acquiring the 130 signal heads were significant and as an interim, the City offered to provide the material needed for SEC to install. SEC would then order material and then reimburse once received. Signal heads were ordered on July 8, 2024 and received on September 27, 2024. Procurement time for this material is 81 calendar days and therefore added time is needed to complete the project.
2. The pushbutton at NW corner of SR96 / Sugartree had to be oriented parallel to crosswalk. All ADA references (PROWAG, MUTCD, and TDOT Traffic Design Guidelines) require a parallel orientation of pushbuttons to crosswalks. No specific orientation of pushbutton was provided in plans. To provide required orientation, Stansell had to order and install additional mounting material. Lead time for acquiring the additional mounting materials were significant. Mounting materials were ordered on July 10, 2024, and delivered on August 2, 2024. Procurement time for this material was 23 calendar days and therefore added time is needed to complete the project.
3. Additional cabinet work and parts were needed to activate the pedestrian signals at Sugartree / Hwy 96 intersection. Given existing cabinet at Sugartree / Hwy 96 is a TS1 cabinet, an additional electrical panel and cables were required to be purchased. Lead time for acquiring the additional panel and cables were significant. Panel and cable were ordered on June 19, 2024, and delivered on August 14, 2024. It was determined that the material shipment did not contain all the necessary components that were ordered. The missing parts were reordered on August 19, 2024, and received on September 4, 2024. Once the electrical panel and cables were installed, it was determined that newly installed pushbutton equipment would not communicate with the old, existing pushbuttons. Therefore, the SEC assisted City of Franklin to make modifications to existing pushbuttons integrate with new equipment. Procurement time for panel and cables was 77 calendar day and therefore added time is needed to complete the project.
4. Pay item 712-08.01 Uniformed Police Officer -SEC was instructed to use City of Franklin police. Work was impacted due to either COFPD not available or partially available for the following dates: May 9, 10, 16, 17, 20, and June 7. On June 6 COFPD informed SEC to seek other traffic control, and on June 10 PLC, 11th COF approved the use of third-party uniformed officer. 6 working nights were impacted by traffic control scheduling and therefore added time is needed to complete the project.

Upon review of Stansell's request and the project records the following was determined.

Request #1: Additional time for adding 2 -130 signal heads. **Request denied by CEI.**

City will not credit time for this item since the city loaned Stansell 2 – 130 signal heads to get the work completed.

Request #2: Additional time for acquiring Polara 90° Ped Adapter. **Request accepted by CEI.**

Purchase Order: 7/11/24 – included in letter

Packing List – Ship Date: 7/31/24 – included in letter

UPS Delivery: 8/2/24 – included in letter

23 Calendar Days

Request #3: Additional time for acquiring Ped Signal Electrical Panel and Cables – Sugartree / Hwy 96.

Request accepted by CEI.

Purchase Order: 6/19/24 – included in letter

Packing List – Ship Date: 8/12/24 – included in letter

Fed Ex Delivery: 8/14/24 – No delivery receipt, handwritten note on packing slip

Missing parts reorder date: 8/19/24 – No confirmation docs or email

Missing parts received: 9/4/24 – No confirmation docs or emails

Parts installed: 9/10/24

57 calendar days + 6 calendar days for coordination, scheduling, and install = 63 calendar days total

Request #4: Additional time for police availability from Franklin Police Department. **Request accepted by CEI as noted below.**

May 9 – No work occurred this date.

May 10 - No work occurred this date.

May 16 – Work occurred. Changed out cabinet at I-65 NB Ramp

May 17 – Work occurred. Changed out cabinet at I-65 SB Ramp

June 7 – Lost day for not having officers. **1 day**

Given that Request #2 occurred during the same time as Request #3, “double dipping” will not be allowed and therefore no time will be recommended for this item.

It was recommended to the City of Franklin that we allow additional time for Request #3 (63 calendar days) and Request #4 (1 calendar day) for a total of 64 calendar days. The city and contractor concurred with this recommendation (see attached email).

Please let me know if you have additional questions.

Sincerely,



Marty McWilliams, PE, PMP
CEI Consultant - Corradino

Cc: Adam Moser (COF)

Email with concurrence to recommendation from City of Franklin and Stansell Electric.

From: Adam Moser
To: Marty D. McWilliams
Subject: RE: PIN 127913.00 COF SR96 Traffic Signal Improvements - Time Extension Request
Date: Monday, November 25, 2024 12:47:09 PM
Attachments: [image001.png](#)

Yes, absolutely. Go for it!

From: Marty D. McWilliams <mmcwilliams@corradino.com>
Sent: Monday, November 25, 2024 12:12 PM
To: Adam Moser <adam.moser@franklintn.gov>
Subject: FW: PIN 127913.00 COF SR96 Traffic Signal Improvements - Time Extension Request

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

Adam,

Stansell has concurred with my recommendation to allow 64 calendar days for their time extension requests as provided in my findings below. Do you also agree with my assessment and findings?

If so I will prepare CO#3 to be ready when CO#2 is complete and sent to TDOT LPDO.

Marty McWilliams, PE, PMP
Tennessee Construction Services Manager
The Corradino Group
C. 901.604.7634

From: Jeremy Messer <jmesser@stansellelectric.com>
Sent: Monday, November 25, 2024 12:04 PM
To: Marty D. McWilliams <mmcwilliams@corradino.com>
Subject: RE: PIN 127913.00 COF SR96 Traffic Signal Improvements - Time Extension Request

Marty,

Apologize for overlooking the original email.

After reviewing CEI recommendations, I agree to proceed with time extension request with project completion date of September 12, 2024.

Thank you,

Jeremy.

From: Marty D. McWilliams <mmcwilliams@corradino.com>

Sent: Monday, November 25, 2024 10:14 AM

To: Jeremy Messer <jmesser@stansellelectric.com>

Subject: FW: PIN 127913.00 COF SR96 Traffic Signal Improvements - Time Extension Request

CAUTION: This email originated from outside of your organization. Do not click on links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

See below.

Marty McWilliams, PE, PMP

Tennessee Construction Services Manager

The Corradino Group

C. 901.604.7634

From: Marty D. McWilliams

Sent: Friday, November 1, 2024 12:45 PM

To: Jeremy Messer <jmesser@stansellelectric.com>

Cc: Adam Moser <adam.moser@franklintn.gov>

Subject: PIN 127913.00 COF SR96 Traffic Signal Improvements - Time Extension Request

Jeremy,

I have been able to review Stansell's Time Extension Request dated October 7, 2024 (attached). My findings are as follows:

Bullet #1: Additional time for adding 2 -130 signal heads. **Request denied by CEI .**

City will not credit time for this item since they loaned Stansell 2 – 130 signal heads to get the work completed.

Bullet #2: Additional time for acquiring Polara 90⁰ Ped Adapter. **Request accepted by CEI.**

Purchase Order: 7/11/24 – included in letter

Packing List – Ship Date: 7/31/24 – included in letter

UPS Delivery: 8/2/24 – included in letter

23 Calendar Days

Bullet #3: Additional time for acquiring Ped Signal Electrical Panel and Cables – Sugartree / Hwy 96. **Request accepted by CEI.**

Purchase Order: 6/19/24 – included in letter

Packing List – Ship Date: 8/12/24 – included in letter
Fed Ex Delivery: 8/14/24 – No delivery receipt, handwritten note on
packing slip

Missing parts reorder date: 8/19/24 – No confirmation docs or email
Missing parts received: 9/4/24 – No confirmation docs or emails
Parts installed: 9/10/24

**57 calendar days + 6 calendar days for coordination, scheduling,
and install = 63 calendar days total**

Bullet #4: Additional time for police availability from FPD. Request accepted by CEI as
noted below.

May 9 – No work occurred this date.
May 10 – No work occurred this date.
May 16 – Work occurred. Changed out cabinet at I-65 NB Ramp
May 17 – Work occurred. Changed out cabinet at I-65 SB Ramp
June 7 – Lost day for not having officers. **1 day**

Given that Bullet #2 occurred during the same timeframe of Bullet #3, I will not be able to
“double dip” and recommend time for this item. I will recommend to the City of Franklin that
we allow additional time for Bullet #3 (63 calendar days) and Bullet #4 (1 calendar day) for a
total of 64 calendar days. If accepted by the City of Franklin these additional days will be
added to the contract via Change Order #3. If accepted, Change Order #3 will modify the
contract completion date from July 10, 2024, to September 12, 2024.

As a requirement of TDOT Local Program Guidelines, I will need you (Stansell Electric) to
accept or reject my recommendation as indicated above.

If accepted, I will forward this information on to Adam (City of Franklin) to concur with my
recommendation.

Once all parties agree with recommendation, I will begin developing Change Order #3 and get
it in the works.

Thanks

Marty McWilliams, PE, PMP
Tennessee Construction Services Manager
The Corradino Group
377 Riverside Drive, Suite 410
Franklin, TN 37064
C. 901.604.7634

mmcwilliams@corradino.com





October 7, 2024

Mr. Marty McWilliams
The Corradino Group
377 Riverside Drive, Suite 410
Franklin, TN 37064

Re: SR-96 Traffic Signal Improvement
Contract No.: 2022-0116
Project No.: Fed: CM-NH-96(59) St: 94LPLM-F3-109
County: Williamson
SEC Letter No.: 233132-Time Extension Request

Mr. McWilliams,

Stansell Electric (SEC) would like to submit this time extension request for sixty-three (63) calendar days for the City of Franklin SR 96 Traffic Signal Improvement Project. This adjusts the previous contract final completion date from July 10, 2024, to a projected final completion date of September 10, 2024.

The request for a time extension is based on Change Orders and added material which created a significant impact on scheduling. The highly technical project required all materials to be on hand to properly integrate all technology. Therefore, SEC is asking that the following information be considered for the time extension:

- Due to plan omission and to meet requirements of MUTCD, two 130 signal heads had to be installed for north and south approaches of Center Point at SR96. Lead time for acquiring the 130 signal heads were significant and as an interim, the City offered to provide the material needed for SEC to install. SEC would then order material and then reimburse once received. Signal heads were ordered on July 8, 2024 and received on September 27, 2024. Procurement time for this material is 81 calendar days and therefore added time is needed to the complete the project.
- The pushbutton at NW corner of SR96 / Sugartree had to be oriented parallel to crosswalk. All ADA references (PROWAG, MUTCD, and TDOT Traffic Design Guidelines) require a parallel orientation of pushbuttons to crosswalks. No specific orientation of pushbutton was provided in plans. To provide required orientation, Stansell had to order and install additional mounting material. Lead time for acquiring the additional mounting materials were significant. Mounting materials were ordered on July 10, 2024 and delivered on August 2, 2024. Procurement time for this material was 23 calendar days and therefore added time is needed to complete the project.
- Additional cabinet work and parts were needed to activate the pedestrian signals at Sugartree / Hwy 96 intersection. Given existing cabinet at Sugartree / Hwy 96 is a TS1 cabinet, an additional electrical panel and cables were required to be purchased. Lead time for acquiring the additional panel and cables were significant. Panel and cable were ordered on June 19, 2024 and delivered on August 14, 2024. It was determined that the material shipment did not contain all the necessary components that were ordered. The missing parts were reordered on August 19, 2024, and received on September 4, 2024. Once the electrical panel and cables were installed, it was determined that newly installed pushbutton equipment would not communicate with the old, existing pushbuttons. Therefore, the SEC assisted City of Franklin to make modifications to existing pushbuttons integrate with new equipment. Procurement time for panel and cables was 77 calendar day and therefore added time is needed to complete the project.
- Pay item 712-08.01 Uniformed Police Officer -SEC was instructed to use City of Franklin police. Work was impacted due to either COFPD not available or partially available for the following dates: May 9, 10, 16, 17, 20, and June 7. On June 6 COFPD informed SEC to seek other traffic control, and on June 10 PLC, 11th COF approved the use of third-party uniformed officer. 6 working nights were impacted by traffic control scheduling and therefore added time is needed to complete the project.

While efforts to compress the schedule safely and ethically at every opportunity, SEC request a (63) calendar-day extension is unavoidable, and respectfully requests the consideration of this extension.

Should any additional information be required, please do not hesitate to contact me.

Thank you,

Jeremy Messer

Jeremy Messer
Project Manager
615-306-3019

jmesser@stansellelectric.com

860 VISCO DRIVE, NASHVILLE, TN 37210-2150
615.329.4944 (p) 615.320.5236 (f)
www.stansellelectric.com

Bullet 1
Type 130 Signal Heads
Packing Slip
ORD162588



Temple, Inc.
PO Box 2066
Decatur AL 35602-2066
PH: 800-633-3221

Bill To: Stansell Electric Company, Inc
Email invoice to: ap1@stansellelectric.com
and referencing the SEC PO Number

Ship To: Stansell Electric Company, Inc
860 Visco Drive
Nashville TN 37210

Attn: Addison Kiley

Page 1/1
Document Date 7/8/2024
Who Printed christy
Date/Time Printed 9/24/2024 12:12:36 PM

psp9/24/24cw

* Item Shipped Directly from Vendor

Purchase Order No.	Customer ID	Job#	City/County	Project#	Shipping Method	Payment Terms	Req Ship Date
233132-012	TN2683				FED-EX GROUND	Net 30 Days	0/0/0000
Ordered	Shipped	B/O	Item Number	Description - 1	UOM		
1	1	0	MARK SHIPMENT:	PO# 233132-012	NOTE		
1	1	0	LOCATION	COF - SR 96 Traffic Signal Improvements	Each		
2	2	0	SA103A1C11YB830	[SA103A1C11YB830-00] 12" 3-sec sig. poly. w/R,Y,G LED Ready, Y/B	3 signal		
2	2	0	4331210003XL	12" RED Tinted LED, ITE compliant	Each		
2	2	0	4333230901XL	12" YELLOW Tinted LED, ITE compliant	Each		
2	2	0	4332220001XL	12" GREEN Tinted LED, ITE compliant	Each		
2	2	0	SE-5089-P29	Span Wire Hanger Assy, Tri-Stud, w/Signal Closure Kit, Alum, Federal Yellow	Each		
2	2	0	SE-5050-P29	Tether, tri-stud break-a-way assy, yellow	Each		
2	2	0	BK-1003-E-RT2-PNC	Backplate w/Hardware Kit, VF, 12" 3-sec, .0125" ABS, Drilled-Eagle (SA) w/2" ref	Each		

162588 Ship
Bill 162588B

TRACKING NUMBERS:

One Damaged Rec. 9/27/2024
E.G. 555 Jemita
9-27-24

A-123



860 Visco Drive, Nashville, TN,
37210-2150
Telephone 615/329-4944

Bullet 2
POLARA 90 DEGREE PED
ADAPTER

Purchase Order
233132-013

COF - SR 96 Traffic Signal
Improvements

VENDOR/SUBCONTRACTOR
Temple Inc.
305 Bank St.
Decatur, AL 35601
Attn: Sandra Payne,Pam Barber-taxes

ORDER DATE
07/11/2024
EXPECTED DATE

Date: 07/11/2024

CONTRACTOR/SHIP TO
Stansell Electric Company, Inc
860 Visco Drive
Nashville, TN 37210
Attn: PO# 233132-013 AKiley

ORDERED BY
AKiley
TERMS
30

Shipping Instruction

Item	Material	Description	UM	Units	Unit Cost	Total
1		iNS-90DEGADPTR	EA	1.00	186.00E	186.00
2		Freight	EA	1.00	25.00E	25.00

- Please send a copy of your invoice.
- Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Please notify us immediately if you are unable to perform as specified.
- Contractor agrees to buy and seller agrees to sell under the Terms and Conditions located on the back of this form.
- Sales Tax**
The seller agrees that any sales tax collected for materials paid by Stansell Electric Company, Inc. will be duly remitted to the State of Tennessee Department of Revenue. If the seller elects to not collect sales tax, Stansell Electric shall remit the appropriate use tax to the State of Tennessee Department of Revenue. If the seller elects to collect sales tax, they agree to:
1.) do so using the state tax rate of 7% plus the appropriate local tax rate
2.) apply the single article tax rate on any individual items greater than \$1,600 in value

Total 211.00

PO# 233132-013 AKiley

STANSELL ELECTRIC COMPANY, INC.

TEMPLE INC.

BY: _____

BY: _____

(Name and Title)

(Name and Title)

Additional terms & conditions may apply.

Bullet 2

POLARA 90 DEGREE PED
ADAPTER



Packing List

FROM

POLARA ENTERPRISES
1497 COUNTY ROAD 2178
GREENVILLE, TX 75402
903-366-0300

SHIP TO

STANSELL ELECTRIC COMPANY, INC
Attn: ATTN: ERIC GIBBS
860 VISCO DR.
24 HR PRECALL
NASHVILLE, TN 37210
615-879-2871

DELIVERY NUM	Ship23451	ORDER DATES (MM/dd/yyyy)	
CARRIER	UPS - Ground	ORDER	07/31/2024
FREIGHT TERMS	Prepaid and Charge	SHIPPED	07/31/2024
MSTR TRACKID	1Z06F8470397059394		
SALES ORDER		PO	
ST00065910		76068	

CONTAINER	SO	PRODUCT NUM	DESCRIPTION	QTY
#1 - Box 17x11x5 (7.0-LB)			Track ID:1206F8470397059394	
	ST00065910	INS-90DEGADPTR	INS 90 DEGREE ADAPTER, BLACK	1 EA
1	<< CONTAINER COUNT		TOTAL	QTY SHIPPED >>
7.0-LB	<< CONTAINER WEIGHT			1 EA

MARK: PO# 233132-013

A-118



Bullet 2
POLARA 90 DEGREE PED
ADAPTER



Your shipment
1Z06F8470397059394

Delivered On
Friday, August 02 at 12:05 P.M. at Inside Delivery

Delivered To

ASHVILLE, TN US

Received By:
IBBS
[proof of Delivery](#)

- Label Created**
United States
07/31/2024, 1:37 P.M.
- We Have Your Package**
Arlington, TX, United States
08/01/2024, 1:52 A.M.
- On the Way**
Nashville, TN, United States
08/02/2024, 4:54 A.M.
- Out for Delivery**
Nashville, TN, United States
08/02/2024, 8:52 A.M.
- Delivered**
NASHVILLE, TN, US
08/02/2024, 12:05 P.M.

[View All Shipping Details](#)

Get Answers Fast

Select "View All Shipping Details" to see the progress of your package. If you need help, use the [Virtual Assistant](#).

Get Updates

File a Claim

Track Another Package

Track

Feedback



STANSELL
Electric
Company, Inc.

860 Visco Drive, Nashville, TN,
37210-2150
Telephone 615/329-4944

Bullet 3

SUGARTREE / HWY 96 PED
SIGNAL - ELECTRICAL PANEL &
CABLES

Purchase Order

233132-011

COF - SR 96 Traffic Signal
Improvements

VENDOR/SUBCONTRACTOR
Temple Inc.
305 Bank St.
Decatur, AL 35601
Attn: Sandra Payne,Pam Barber-taxes

ORDER DATE
06/19/2024
EXPECTED DATE

Date: 06/19/2024

CONTRACTOR/SHIP TO
Stansell Electric Company, Inc
860 Visco Drive
Nashville, TN 37210
Attn: PO#233132-011 AKILEY

ORDERED BY
AKILEY
TERMS
30

Shipping Instruction

Item	Material	Description	UM	Units	Unit Cost	Total
1		iCCU-S2 Control unit	EA	1.00	2368.00E	2,368.00
2		iN2_SDLC-CABLE	EA	1.00	80.00E	80.00
3		SDLCCP Cable	EA	1.00	268.00E	268.00
4		iN2-ICB Interconnect Borad for iCCU-S2	EA	1.00	30.00E	30.00
5		Freight	EA	1.00	75.00E	75.00

1. Please send a copy of your invoice.

2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

3. Please notify us immediately if you are unable to perform as specified.

4. Contractor agrees to buy and seller agrees to sell under the Terms and Conditions located on the back of this form.

5. **Sales Tax**
The seller agrees that any sales tax collected for materials paid by Stansell Electric Company, Inc. will be duly remitted to the State of Tennessee Department of Revenue. If the seller elects to not collect sales tax, Stansell Electric shall remit the appropriate use tax to the State of Tennessee Department of Revenue. If the seller elects to collect sales tax, they agree to:
1.) do so using the state tax rate of 7% plus the appropriate local tax rate
2.) apply the single article tax rate on any individual items greater than \$1,600 in value

Total 2,821.00

PO#233132-011 AKILEY

STANSELL ELECTRIC COMPANY, INC.

TEMPLE INC.

BY: _____

BY: _____

(Name and Title)

(Name and Title)

Additional terms & conditions may apply.



Bullet 3

SUGARTREE / HWY 96 PED
SIGNAL - ELECTRICAL PANEL & CABLES

Packing Slip
ORD162397

Page 1/1

Document Date 6/19/2024

Who Printed christy

Date/Time Printed 8/12/2024 3:26:49 PM

Temple, Inc.
PO Box 2066
Decatur AL 35602-2066
PH: 800-633-3221

psp8/12/24cw

Bill To: Stansell Electric Company, Inc
Email invoice to:
ap1@stansellelectric.com
and referencing the SEC PO Number

Ship To: Stansell Electric Company, Inc
860 Visco Dr
Nashville TN 37210

Attn: PO#233132-011 AKILEY

* Item Shipped Directly from Vendor

Purchase Order No.	Customer ID	Job#	City/County	Project#	Shipping Method	Payment Terms	Req Ship Date
233132-011	TN2683	COF - SR 96			FED-EX GROUND	Net 30 Days	0/0/0000
Ordered	Shipped	B/O	Item Number	Description - 1	UOM		
1	1	0	ICCU-S2	ICCU Shelf Model, includes BIU Capability	Each		
1	1	0	IN2-SDLC-CABLE	SDLC Cable; Standard 6 SDLC cable	Each		
1	1	0	SDLCPP	SDLC Cabinet Package (includes IN2-SDLC-YCABLE, CABLE-A, CABLE-C, IN2-ICB)	Each		
1	1	0	IN2-ICB	Interconnect Board for ICCU-5/ICCU-S2	Each		

162397 Ship
Bill 162397B

TRACKING NUMBERS:

A-118

Rec. 8/14/2024

Jeremy Messer

From: Marty D. McWilliams <mmcwilliams@corradino.com>
Sent: Monday, May 6, 2024 1:14 PM
To: Addison Kiley
Cc: Jeremy Messer
Subject: RE: SR 96 Off duty officers.

CAUTION: This email originated from outside of your organization. Do not click on links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

I pushed your request up the chain, and it worked its way though the City channels and this is what I got back:

Paul –

There is no issue whatsoever getting officers, if Stansell schedules with Donna well in advance. Additionally, inclement weather and last-minute cancellations create havoc for officers- especially if they are not alerted well in advance. Additionally, Stansell has mention that they may need more officers at the end of this week and into next week but have not definitively scheduled anything with us. This is a very busy time of year for special events and details, so if Stansell doesn't communicate their needs well in advance it becomes a significant problem.

FPD personnel that work this detail have been advised that the foreman JOSH EASTBURN will contact Emergency Communications so that scheduled officers can be notified of cancellations. Officers, as well, have been directed to contact EASTBURN directly to assure that work is going forward as scheduled.

STANSELL SCHEDULE as of right now - -

5/6	1900 to 0030hrs	Ofc. A. Moore
5/7	0030 to 0600hrs	Ofc. K. Spry
5/7	1900 to 0600hrs	Ofc. K. Spry
5/8	1900 to 0030hrs	Ofc. J. Akers
5/9	0030 to 0600hrs	VACANT
5/9	1900 to 0030hrs	Ofc. J. Akers
5/10	0030 to 0600hrs	VACANT

I am going to solicit officers again for the late- night dates/ hours that remain vacant.

Check with Donna tomorrow about the Wed/Thurs vacancies. Not sure this answered your original question, but this is what I got back. Hope it helps.

Marty McWilliams, PE, PMP
Tennessee Construction Services Manager
The Corradino Group
C. 901.604.7634

From: Addison Kiley <akiley@stansellelectric.com>
Sent: Monday, May 6, 2024 10:44 AM
To: Marty D. McWilliams <mmcwilliams@corradino.com>
Cc: Jeremy Messer <jmesser@stansellelectric.com>
Subject: SR 96 Off duty officers.

Good morning,

Unfortunately, we are having a hard time scheduling COF off duty officers. We are wondering if we can use other sources for off duty officers.

Addison Kiley
Stansell Electric Company, Inc.
Project Manager
"I AM 100% RESPONSIBLE"



(978) 818-9928 / akiley@stansellelectric.com

860 Visco Drive Nashville, TN 37210



Bullet 4
Police Hours

Jeremy Messer

From: Jeremy Messer
Sent: Thursday, May 16, 2024 4:01 PM
To: Marty D. McWilliams
Cc: Addison Kiley
Subject: Re: COF PD

We also reached out to Williamson county sheriff with no success. And THP option has to be scheduled.

From: Jeremy Messer <jmesser@stansellelectric.com>
Sent: Thursday, May 16, 2024 3:59:41 PM
To: Marty D. McWilliams <mmcwilliams@corradino.com>
Cc: Addison Kiley <akiley@stansellelectric.com>
Subject: Re: COF PD

We reached out to PLC and they do not have marked units available tonight.

From: Marty D. McWilliams <mmcwilliams@corradino.com>
Sent: Thursday, May 16, 2024 3:36:43 PM
To: Jeremy Messer <jmesser@stansellelectric.com>
Cc: Addison Kiley <akiley@stansellelectric.com>
Subject: RE: COF PD

CAUTION: This email originated from outside of your organization. Do not click on links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

From communication with Adam, it looks like y'all have came up with a plan to use stop signs / barricades and create a 4-way stop at the intersections. Once you get with PLC, can you let me know the plan if you are using 1 stop sign on barricade per side or 2 stop signs, 2 barricades per side, or something totally different.

Thanks

Marty McWilliams, PE, PMP
Tennessee Construction Services Manager
The Corradino Group
C. 901.604.7634

From: Jeremy Messer <jmesser@stansellelectric.com>
Sent: Thursday, May 16, 2024 2:06 PM
To: Addison Kiley <akiley@stansellelectric.com>; Marty D. McWilliams <mmcwilliams@corradino.com>; Josh Eastburn <jeastburn@stansellelectric.com>; Brian C. Donnelly <bdonnelly@corradino.com>
Subject: Re: COF PD

Marty,

We have explored several options to back fill PO for tonight's scheduled work but have had no success.

I believe we should be able to work tonight without the need of PO.

Below is schedule from COFPD for next weeks work:

Sunday, May 19 th	1900	
Monday, May 20 th	0030	1900
Tuesday, May 21 st	0300	1900
Wednesday, May 22 nd	0030	1900
Thursday, May 23 rd	0030	1900
Friday, May 24 th	0030	

From: Addison Kiley <akiley@stansellelectric.com>
Sent: Wednesday, May 15, 2024 12:02 PM
To: Marty D. McWilliams <mmcwilliams@corradino.com>; Jeremy Messer <jmesser@stansellelectric.com>
Subject: COF PD

Good morning,
Please see email below.
COF police officers are unable to cover certain times for the remainder of the week. I wanted to see if you had a contact for the Sheriff Department to see if we could get last minute coverage.

Addison Kiley
Stansell Electric Company, Inc.
Project Manager
"I AM 100% RESPONSIBLE"



(978) 818-9928 / akiley@stansellelectric.com

860 Visco Drive Nashville, TN 37210



From: Donna Thomas <donna.thomas@franklintn.gov>
Sent: Wednesday, May 15, 2024 10:40 AM
To: Addison Kiley <akiley@stansellelectric.com>
Cc: Eric Anderson <eanderson@franklintn.gov>
Subject: Stansell jobs

CAUTION: This email originated from outside of your organization. Do not click on links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

Addison, we do not have coverage for you on:

Thursday, May 16 0030
Friday, May 17 0030
Monday, May 20 0030

Hopefully, we will have additional officers sign up. I will touch base with Jeremy on Monday.

Bullet 4
Police Hours

Jeremy Messer

From: Jeremy Messer
Sent: Monday, June 10, 2024 12:07 PM
To: Marty D. McWilliams
Cc: Addison Kiley; Adam Moser (adam.moser@franklintn.gov); Brian C. Donnelly; Josh Eastburn
Subject: RE: schedule

Marty,

Franklin PD notified us this morning that they could not accommodate this weeks schedule. So this will be starting tonight with expectations to be done tomorrow night.

Thanks,
Jeremy.

From: Marty D. McWilliams <mmcwilliams@corradino.com>
Sent: Monday, June 10, 2024 12:02 PM
To: Jeremy Messer <jmesser@stansellelectric.com>
Cc: Addison Kiley <akiley@stansellelectric.com>; Adam Moser (adam.moser@franklintn.gov) <adam.moser@franklintn.gov>; Brian C. Donnelly <bdonnelly@corradino.com>; Josh Eastburn <jeastburn@stansellelectric.com>
Subject: RE: schedule

CAUTION: This email originated from outside of your organization. Do not click on links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

This is for night work beginning when?

Marty McWilliams, PE, PMP
Tennessee Construction Services Manager
The Corradino Group
C. 901.604.7634

From: Jeremy Messer <jmesser@stansellelectric.com>
Sent: Monday, June 10, 2024 11:57 AM
To: Marty D. McWilliams <mmcwilliams@corradino.com>
Cc: Addison Kiley <akiley@stansellelectric.com>; Adam Moser (adam.moser@franklintn.gov) <adam.moser@franklintn.gov>; Brian C. Donnelly <bdonnelly@corradino.com>; Josh Eastburn <jeastburn@stansellelectric.com>
Subject: RE: schedule

Marty,

PLC will be able to assist with an off duty officer in a marked unit for this weeks schedule. Below is what has been arranged and agreed upon.

Request:

In addition to the traffic control requested by SEC Foreman Josh Eastburn for this weeks night schedule, SEC is requesting an off duty PO w/marked blue light unit.

While intersections are turned off, PO will be available and type 2 barricades with STOP signs on each side of barricade to be placed on all four corners of intersection.

Totaling: 1 off duty po w/marked blue light unit, 4 type 2 barricades, and 8 stop signs.

Locations:

Please follow Josh Eastburn instructions.

DATES:

6/10, 6/11,

We will notify you asap if needed for 6/12, and 6/13

Hours of operation for cabinet change out with PO assistance:

CABINET REPLACEMENT SHALL BE DONE AS NIGHT WORK BETWEEN THE HOURS OF 7PM AND 6AM. OFF DUTY POLICE OFFICER(S) ARE REQUIRED DURING THE DURATION OF THE REPLACEMENTS.

Thanks,
Jeremy.

From: Jeremy Messer

Sent: Monday, June 10, 2024 10:37 AM

To: Marty D. McWilliams <mmcwilliams@corradino.com>

Cc: Addison Kiley <akiley@stansellelectric.com>; Adam Moser (adam.moser@franklintn.gov) <adam.moser@franklintn.gov>; Brian C. Donnelly <bdonnelly@corradino.com>; Josh Eastburn <jeastburn@stansellelectric.com>

Subject: FW: schedule

Marty,

We just received this communication from FPD.

We are trying to get contact information for the sheriff department.

We are also trying to reach out to PLC to use off duty PO w/marked vehicle and use barricades with stop signs on each side for each corner for a 4 way stop application.

This will be for night work at Centerpoint and Royal Oaks.

Thanks,
Jeremy.

From: Addison Kiley <akiley@stansellelectric.com>

Sent: Monday, June 10, 2024 10:08 AM

To: Jeremy Messer <jmesser@stansellelectric.com>

Subject: FW: schedule

Addison Kiley
Stansell Electric Company, Inc.
Project Manager
"I AM 100% RESPONSIBLE"

.....



(978) 818-9928 / akiley@stansellelectric.com

860 Visco Drive Nashville, TN 37210



From: Donna Thomas <donna.thomas@franklintn.gov>

Sent: Monday, June 10, 2024 10:05 AM

To: Addison Kiley <akiley@stansellelectric.com>

Subject: schedule

CAUTION: This email originated from outside of your organization. Do not click on links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

Addison, I spoke with Lt. Anderson and the only slots we have filled for this week are the 7:00pm on June 12 and 13. We think it might be best to see if you can get the County to cover the others. Let me know as soon as you decide so I can remove jobs from our calendar if needed. So very sorry.

This message has been prepared on resources owned by the City of Franklin, Tennessee. It is subject to the City's Policy for the Use of Computers, Internet and Email. Messages that are received or created by any City staff member may be a public record subject to Tennessee Open Records Act, T.C.A. §10-7-503, et seq., and the rules of the Open Records Commission. DO NOT COPY OR FORWARD TO UNAUTHORIZED PERSONS. This message may contain confidential information and is intended only for the use of the specific individual(s) to which it is addressed. If you are not an intended recipient of this message, you are hereby notified that any unauthorized use, dissemination or copying of this email or any information it contains is strictly prohibited. If you have received this message in error, please delete it and immediately notify the sender by reply email. Unless expressly stated, this email does not constitute an agreement to conduct transactions by electronic means and does not create a binding contract or enforceable obligation.



File #: 21-0958

DATE: November 4, 2024
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2024-0361, With Alfred Benesch & Company For The Mack Hatcher Parkway Shared-Use Path Extension Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2024-0361.

BACKGROUND/STAFF COMMENTS:

On June 25, 2024, the Board of Mayor and Aldermen approved Resolution 2024-46, titled “A Resolution to Adopt Phase I of the FY 2024–2033 Capital Investment Program (CIP) Through the Modification of Several Projects Previously Approved as Part of the FY 2019–2028 CIP via Resolution 2019-68.”

Among the projects included in this resolution was the Mack Hatcher Parkway Trail (Franklin Road to Hillsboro Road). The resolution specifically states that this project is funded through the environmental, design, and right-of-way phases and directs staff to pursue and secure state and/or federal grant funding.

In October 2024, City staff submitted an application for TAP funding for this project. If awarded, we will be required to have the project under construction within three years. This makes it critical to proceed promptly with the design and NEPA phase to meet the necessary deadlines.

FINANCIAL IMPACT:

The attached contract is for an amount not to exceed \$439,942.35 and includes the survey, design and NEPA document. Below is the overall project estimate if we are fortunate enough to be awarded the full amount of requested TAP funds:

Phase	Fed %	State %	Local %	Estimated Cost
PE-NEPA	0%	0%	100%	\$ 85,000
PE-Design	0%	0%	100%	\$ 354,942
Construction	80%	0%	20%	\$ 4,676,593
CEI	80%	0%	20%	\$ 811,233
TDOT ES	80%	0%	20%	\$ 5,000

Total

\$ 5,932,768

RECOMMENDATION:

Staff recommends that COF Contract 2024-0361 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0361**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **ALFRED BENESCH & COMPANY** 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:

MACK HATCHER PARKWAY SHARED-USE PATH EXTENSION

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
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 total amount of Four Hundred Thirty Nine Thousand Nine Hundred Forty Two And 35/100 Dollars (\$439,942.35).

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.

ALFRED BENESCH & COMPANY

DocuSigned by:
BY: Sammi McLoe
C23B175376C24CF...
Consultant's Signature
TITLE: Sr. Vice President
Date: 10/31/2024

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



Alfred Benesch & Company
574 Franklin Road, Suite 300
Franklin, TN 37069
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P 615-370-6079
F 615-627-4066

October 18, 2024

Mr. Paul Holzen, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Scope and Design Proposal
Mack Hatcher Parkway Shared-Use Path Extension
Franklin, TN

Dear Mr. Holzen:

Please find the revised design scope and estimate for completing the design of a shared-use path extension along Mack Hatcher Parkway. The update removes the construction phase that was previously included. See the attached scope for additional details and subconsultants that are included.

If you have any questions or need additional information, please let me know. Thanks for the opportunity to serve the City of Franklin.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sammie McCoy".

Sammie McCoy, PE
Senior Vice President
TN Division Manager



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Franklin, TN 37069
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Mack Hatcher Parkway Shared-Use Path– City of Franklin

Proposed Scope and Estimate

Shared-Use Path along Mack Hatcher Parkway

Benesch will develop plans for a shared-use path along the south side of Mack Hatcher Parkway from approximately the entrance to the City of Franklin’s wastewater treatment plant (located at 135 Claude Yates Dr.) headed east 0.98 miles to a point of termination near Daniel McMahon Lane where the existing shared-use path terminates all in the City of Franklin, Tennessee. The path will follow the alignment of Mack Hatcher Parkway. The typical section will be reviewed during design but will match the existing section near Franklin Road with 2.5-ft curb and gutter adjacent to the existing 12-ft shoulder, a 7ft grass area, and a 12-ft concrete shared-use path. The typical section may require varying widths of separation between the path and existing roadway; however, TDOT standard drawing MM-TS-2 will be used to set the minimum required buffers for sidewalk and shared use paths.

Design of water quality units or other water quality items are not included for the proposed drainage design. Drainage along the corridor will require both open and enclosed drainage systems depending on the selected typical section. Portions of the project lie within the floodplain of the Harpeth River, noted as FEMA Zone AE in FIRM 47187C0203G with an effective date of 12/22/2016. Benesch will perform hydraulic design for the proposed structure widenings over Berrys Chapel Branch and the Harpeth River in accordance with standard engineering practice, “TN NFIP Guidance Document: No-Rise Submittals”, and “2012 TDOT Design Procedures for Hydraulic Structures”. We do not anticipate the need for a CLOMR, LOMR, or LOMA submittal. However, we will provide a hydraulic narrative with the hydraulic modeling to the City of Franklin floodplain manager as part of our no-rise determination.

A standard Preliminary 30% set of plans will be developed to set the horizontal and vertical alignments of the proposed path and will be used for initial coordination. Following the review of the 30% plans, the development of a 60% Right-of-Way/Utility set will occur. It is anticipated that no right of way acquisition by the City will be required as part of the project. The 60% set will also be sent to utility companies to facilitate their involvement in the project. The 100% construction documents will be produced for bidding. Probable construction costs will be estimated at the Right-of-Way and Construction stages of plans production. The plans will be developed for the project based upon the approved alignment. The shared-use path design parameters for the project will be based upon current versions of the following design guides; “Guide for the Development of Bicycle Facilities”, American Association of State Highway and Transportation Officials; “TDOT Standards Specifications for Road and Bridge Construction”; City of Franklin Street Standards. These technical guidelines and specifications shall be followed unless superseded by the standard for the City of Franklin. It is assumed that traffic will be maintained along Mack Hatcher Parkway and that only shoulder or short term lane closures will be required to complete the work.

The scope includes plans to attend a Public Meeting should this be deemed necessary to inform the public about the project. Apart from the public meeting, the scope also included three coordination meetings with the city to ensure that all elements are appropriately included.

Benesch will assist city staff through-out the bidding phase of the project. This will include supplying all required documents in Portable Document Format (PDF) suitable for printing. Benesch will assist the city in producing the bid book. Benesch can organize and lead the pre-bid meeting and assist the city as necessary with answering contractor questions and then opening and evaluating the bids once received.

The shared-use path design scope includes production of erosion control plans, pedestrian safety and signing during construction, ARAP permit application and a SWPPP for the NPDES Permit. Any permit fees or third-party review fees shall be billed to the City as a reimbursable item.

Structural Design Services

Within the project limits the existing Mack Hatcher Parkway bridge over the Harpeth River will need to be widened to accommodate the proposed shared use path. For the widening, the existing substructures and superstructures will be modified and incorporated into the final structure. Preliminary design and plans development will be coordinated with the shared-use path design and phasing requirements. Preliminary plans will be developed depicting designs of the widened structures, proposed cross sections, and proposed construction phasing. It is not anticipated that additional geotechnical work will be required as part of this project. Once preliminary plans are approved, final structural design and plans development will commence. Final plans development will be in accordance with accepted standards and practice of the TDOT Division of Structures and the City of Franklin. Final calculation packages for structural design and quantity computations will be submitted along with the final plans for review and concurrence

The project will also require modifications to the box culvert that conveys Berrys Chapel Branch under Mack Hatcher Parkway. It is anticipated that the structure will need to be lengthened and that a new headwall will be installed. Our design will also review the option to install a new, separate pedestrian structure. The separate pedestrian structure is assumed to be a signal span prefabricated superstructure and would require design of abutments.

Utility Coordination and Corridor Creation

Benesch will provide utility coordination services for the project. Below is a general example of items to be completed:

1. Notify in writing all utility companies
2. Issue Preliminary Plans and solicit comments
3. Issue ROW plans and timeline for relocation plans submittals (2 potential utility meetings)
4. Review and approve relocation plans
5. Coordinate any contracts between the City and Utility

NEPA Services

The purpose of this Scope of Work (SOW) is to prepare a C-List CATEX document pursuant to the National Environmental Policy Act (NEPA) to analyze the potential impacts to the human and natural environment for the proposed multi-use path extension which will parallel Mack Hatcher Parkway with culvert widening over Berrys Chapel Branch and bridge widening over the Harpeth River in Franklin, Williamson County Tennessee. This CATEX document will also include National Historic Preservation Act - sec 106, Endangered Species Act - Section 7, and USDOT sec 4f evaluation/documentation.

The C-List CATEX document will be prepared per Council of Environmental Quality (CEQ), Federal Highway Administration (FHWA) and Tennessee Department of Transportation (TDOT) NEPA regulations and guidance documents. The Section 106 evaluation will be prepared as per 36 CFR 800, and all the relevant data and analysis will be prepared as per the National Historic Preservation Act and procedures described in 36 CFR 800. Endangered Species be considered in accordance with Section 7 of the Endangered Species Act. The Section 4(f) evaluation will be prepared as per U.S DOT regulations. The purpose of this task is to perform an environmental review and coordination in pursuit of a Categorical Exclusion. The following subtasks will be conducted for this project.

10/18/2024

1. Project Management
2. Purpose and Need Statement
3. Data Collection
4. Environmental Assessment/Environmental Impacts
5. Draft C-List CATEX
6. Final C-List CATEX

NEPA, AASHTO, FHWA, Federal, State and Local rules and regulations will be followed in this task.

Purpose and Need Statement

Benesch will develop a draft Purpose and Need Statement in close coordination with agency staff and other key stakeholders. The Purpose and Need statement will be consistent with guidance available through the FHWA technical advisory.

Data Collection

As part of the preparation of the environmental documentation, individual technical studies will be considered and, if required, undertaken to analyze and assess the existing conditions and environmental consequences of the potential impacts of the proposed project. Data collection will be carried out, at varied degrees, according to NEPA, Federal, and State regulations and requirements and may include:

1. Social impacts - Environmental Justice Impacts
2. Economic Impacts
3. Land Use Impacts
4. Local Accessibility and Travel Patterns
5. Public Facilities and Services
6. Relocation Impacts
7. Section 4(f) of the Department of Transportation Act of 1966
8. Section 6(f) of the Land and Water Conservation Fund Act of 1966
9. Air Quality Analysis
10. Noise Impacts Evaluation
11. Impacts on Cultural Preservation (Section 106) - Archaeological Resources and Historical Resources
12. Farmland Protection
13. Ecological Impacts
14. Terrestrial
15. Aquatic
16. Wetlands
17. Floodplain Impacts
18. Endangered and Threatened Species (Section 7)
19. Hazardous Waste Impacts
20. Indirect and Cumulative Impacts

Assessment/Environmental Impacts

For items noted in Data Collection that will require analysis, a brief reader-friendly technical report will be prepared. This summary will assist in the development of the C-List CATEX. The technical reports will undergo a thorough editorial review prior to formal submittals. These technical reports will be included as appendices to the NEPA document. Coordination with various resource/regulatory agencies as well as outreach to affected stakeholders and public involvement activities will be undertaken as part of the environmental process to achieve timely and efficient identification, evaluation, and resolution of environmental and regulatory issues.

10/18/2024



Upon completion of background investigation and desktop survey, Benesch will determine potentially significant issues to be analyzed in the Draft C-List CATEX. The results of the information gathering will be forwarded to TDOT for comment prior to including them in the CATEX.

Draft Categorical Exclusion

Benesch staff will prepare a Draft C-List CATEX for submittal to TDOT for review and comment, as required by the TDOT Environmental Division.

Final Categorical Exclusion

Upon receiving comments on the Draft CATEX from TDOT, Benesch will finalize the CATEX document. Benesch intends and has allotted for one (1) revision of the Draft CATEX to produce the Final CATEX following review comments from TDOT and its agents.

Assumptions:

Public Involvement and Interagency Coordination - The Benesch team will hold and arrange, if required, at least one public meeting during the project for NEPA Document purposes. Agency coordination will include coordination with TDEC, USACE, SHPO, TWRA, USFWS, and other related Federal and State agencies. Agency meetings will be held.

Bat Habitat - Benesch understands that the purpose of the project is to gain Indiana bat/Northern long-eared bat clearance to construct the bridge over the Harpeth River. In order to gain clearance, the potential impacts to the federally endangered Indiana bat and federally threatened Northern long-eared bat must be given adequate consideration. Benesch is prepared to conduct a mist net survey for the potential tree clearing activity associated along the project area. The proposed survey work is based on the technical criteria outlined in the USFWS 2016 Indiana Bat Summer Survey Guidance. If the Indiana and/or Northern long-eared bat are captured in the project alignment, Benesch will attach a transmitter and conduct a telemetry survey and emergence counts per the 2016 Bat Survey Guidance. Telemetry and emergence counts are not included in this scope of work and will be re-evaluated if an Indiana and/or Northern long-eared bat are captured.

Historic/Cultural Resources - Cultural/Historic Resources evaluation will be performed consistent with the Sec 106 of the National Historic Preservation Act (NHPA). Appropriate Area of Potential Effect (APE) will be developed in consultation with SHPO, FHWA, ACHP (if applicable) and other consulting parties. If the file review with SHPO indicates the potential presence archeological resources, a full archaeological report may be required as such, a supplemental fee will be necessary.

Topographic Survey (See the attached Scope from HMB)

1. HMB will provide topographic survey, and property line information for the project limits. This survey will be performed to TDOT standards and be tied to TDOT State Plane Coordinates.

Geotechnical Engineering (See the attached Scope from S&ME)

1. S&ME will provide geotechnical engineering for the project limits.

Items not included in the Benesch Scope

1. Stormwater quality design
2. Traffic or Pedestrian signal design or traffic counts and studies
3. Landscape or Irrigation design
4. Three-dimensional and/or perspective view concept renderings
5. Utility design plans

10/18/2024



- 6. Right-of-Way Appraisal Services
- 7. Right-of-Way Acquisition Services
- 8. Lighting design
- 9. Mitigation design for impacted environmental features.
- 10. Construction phase services or full TDOT level Construction Engineering and Inspection (CEI)
- 11. Construction administration services
- 12. Printing of full-size review or bid plans for contractors
- 13. Coordination with FEMA
- 14. Preparation of a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- 15. Design of Prefabricated Pedestrian Bridge

Attachments:

- 1. Scope by S&ME
- 2. Scope by HMB

Compensation:

Design Phase Services		
Shared-Use Path/Sidewalk Design and Hydraulic Design	Lump Sum	\$ 150,000.00
Structural Design Services	Lump Sum	\$ 85,000.00
Utility Coordination	Lump Sum	\$ 14,000.00
NEPA and Environmental Services	Cost Plus	\$ 85,000.00
Geotechnical Engineering (By S&ME)	Cost Plus	\$ 42,105.00
Survey Field Work (By HMB)	Lump Sum	\$ 63,837.35
Final Contract Not-To-Exceed		\$ 439,942.35

The following is the compensation to be paid to Benesch for the scope items noted above. The only reimbursables that will be included on this project are permit fees, and third-party review fees which will be paid by Benesch and reimbursed at cost by the City. All other incidental costs (i.e. printing, travel, etc.) shall be included in the lump sum totals.

Tennessee HOURLY RATE TABLE

DIRECT REIMBURSABLE EXPENSES

At Cost

- Page 78 of 128



October 7, 2024

Benesch
574 Franklin Road, Suite 300
Franklin, Tennessee 37069

Attention: Mr. Brian Ralstin, PE, VMA
Design Team Lead | Associate

Reference: **Proposal for Geotechnical Exploration – Revision 1**
Mack Hatcher Trail Extension
Franklin, Tennessee
S&ME Proposal No. 24470164 Rev. 1

Dear Mr. Ralstin:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this revised proposal for the referenced project. The purpose of our services will be to explore the subsurface conditions at the site, evaluate those conditions, and provide recommendations for site preparation and foundation support. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. An Agreement for Services (AS-071) is attached and is incorporated as part of this proposal.

◆ Project Information

Project information was provided to us by Mr. Brian Ralstin, PE, VMA of Benesch via email on September 29, 2024. The email included a brief description of the project, an image showing the project locations, and a request for S&ME to provide a scope and fee for geotechnical work associated with the project. We also visited the site on October 3, 2024, to evaluate site accessibility and the existing structures.

Based on the provided information, we understand the two east bound structures carrying Mack Hatcher Memorial Parkway over the Harpeth River and Berrys Chapel Branch will be widened on the south side to allow for the existing Mack Hatcher shared-use trail to be extended eastward from its current termination point. The structure over the Harpeth River is a 4-span bridge approximately 350 feet long with an estimated maximum height of 30 feet. The structure over Berrys Chapel Branch is an approximately 45 feet long triple-cell open-bottom box culvert. The height of the culvert is estimated to be approximately six feet. We understand the culvert will likely be lengthened and a decorative headwall constructed.

We have been requested to provide a geotechnical exploration for the subject project. The project information and assumptions detailed above should be reviewed and confirmed by the appropriate team members. Modifications to our proposed scope of services may be required if the actual conditions vary from the project information and assumptions described herein.



This proposal has been revised based on an email from Mr. Ralstin on October 4, 2024, which requested we change our billing terms for the project from Lump Sum to Time and Materials to allow for adjustments to the drilling scope based on conditions encountered in the field. This update is reflected in this Revised Proposal.

◆ Scope of Services

Public Utility Location Coordination

We will proceed with our services upon receiving written authorization. Upon your authorization, we will contact Tennessee 811 who will facilitate the location of their member utilities; location of other utilities will be the responsibility of the client. We request that personnel with knowledge of site utilities be present during our location layout to help identify potential and/or known conflicts and drawings showing the locations of any utilities attached to the existing bridge structures be provided to us. We will move our borings to help avoid potential and/or known conflicts. We are not responsible for damage or loss of service to any utilities which have not been marked for us or which are mis-located by others. If desired, we can retain the services of a private utility location consultant to check our boring locations for potential underground obstructions, for an additional fee.

Traffic Control

Access to existing bent locations and culvert headwall locations is very limited. Therefore, we will perform our geotechnical borings from the shoulder of the existing road and/or bridge as necessary. To provide a safe work zone for our field personnel, we will retain the services of a licensed traffic control subcontractor to provide temporary shoulder and/or lane closure and/or flagging services, as necessary, in general accordance with the Manual for Uniform Traffic Control Devices (MUTCD). We will also coordinate with state and local transportation agencies and obtain any necessary permits for site access and lane closure prior to mobilization for our exploration.

Test Boring Layout

A member of our engineering staff will establish the test locations by using a commercial grade, hand-held global positioning system (GPS) device with points established using Google Earth™. The ground surface elevation at each test location will be estimated if topographic information is provided. If more specific location and elevation data are desired, we recommend retaining a professional licensed surveyor to obtain that information.

Test Borings

We will mobilize an all-terrain vehicle (ATV) mounted drill rig to perform seven borings; five (5) borings at the bridge and two (2) borings at the culvert. Each boring will be advanced until auger refusal materials are encountered. To drill the three intermediate bridge bent borings, we will core through the existing bridge deck and extend temporary casing to establish the boring. The borings will be performed in general accordance with ASTM D6151, the *Standard Practice for Using Hollow-Stem Augers for Geotechnical Exploration and Soil Sampling*. Four standard penetration resistance tests (SPT) will be performed in general accordance with ASTM D1586, the *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils* in the upper 10 feet of each boring. The SPT sampling will then be continued at 5-foot intervals thereafter until the proposed termination depth or auger refusal is met. The obtained samples will be visually classified in the field in general accordance with ASTM D2488, the *Standard Practice for Description and Identification of Soil (Visual-Manual Procedure)*. Upon



completion of soil sampling, subsurface water will be checked and measured in each borehole at the time of drilling.

Upon auger refusal for the three intermediate bridge borings, up to 20 feet of the refusal material will be obtained in accordance with ASTM D2113, the *Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration*. The recovered refusal materials will be returned to our laboratory to be visually classified by a member of our Geotechnical staff, measured for recovery and Rock Quality Designation Values, and photographed.

A member of our geotechnical engineering staff will serve as a field coordinator during the drilling activities. Our representative will coordinate the drilling activities and direct sampling operation and log samples in the field. Our engineer will also advise the drillers should we require special tests or altered drilling procedures. We will notify you if unexpected conditions are encountered which may alter the scope of this exploration.

Borehole Closure

The work described in this section will involve the drilling or boring of test holes on the property being explored. Open boreholes on any site expose the property owner and other parties to a multitude of liability risks. These include physical risk of injury or damage to the owner or third parties on the property of the owner. Additionally, other real property may be at risk due to the presence of the boreholes. While no method of closing a borehole is totally foolproof, we have found that the use of borehole closure appliances will substantially improve the stability of the upper portion of backfill in completed boreholes. Unless otherwise directed, we will close the accessible boreholes made in this study using this standard protocol. The cost quoted in this proposal includes the cost of closing the boreholes in accordance with this protocol. Borings performed through the bridge deck, which may be inaccessible, will remain open unless otherwise directed. If grouting of boreholes is desired, we can close the boreholes using that method for an additional fee. We will patch the cored holes through the bridge deck upon completion.

Laboratory Testing

To assist with our classifications and engineering analyses, we will perform the following laboratory tests:

- Up to 4 Atterberg Limits tests (ASTM D4318),
- Up to 2 grain size analyses tests (ASTM D422), and
- Up to 2 unconfined compressive strength of rock tests (ASTM D7012)

Report

Upon completion of our field and laboratory testing, we will issue a geotechnical report. The report will be prepared by members of our engineering staff under the direction of an S&ME senior engineer licensed in Tennessee. Our report will include:

- A summary of the project and provided information.
- A summary of current site conditions, topography, and area geology.
- A summary of the field exploration methods.
- A summary of the subsurface conditions encountered in the test borings.
- A summary of the laboratory test methods and results.
- Site Assessment.



- Recommendations for bridge and culvert foundation design based on LRFD, including type, bearing strata and depth, and nominal capacities of the expected foundation bearing materials along with seismic site class.
- An Appendix with Site Location Plan, Test Location Plan, individual boring logs for each test boring, and individual laboratory test reports.

◆ Excluded Services

Without attempting to list all services or potential services that will be excluded, the following services are specifically excluded from this proposal. If any of the excluded services are desired or required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

- Surveying boring locations and elevations.
- Private utility location services.
- Environmental assessment services, including special handling/drumming of soil cuttings or groundwater and analytical testing of soil and groundwater.

◆ Client Responsibilities

The Scope of Services, fee and project schedule presented herein are contingent upon the Client fulfilling the following responsibilities:

- Provide written authorization to proceed.
- Provide access to the site.
- Provide information regarding any known underground structures at the site.
- Provide preliminary plans for the structures once they are available.
- Provide factored foundation loads for the bridge.

◆ Limitations

The following limitations apply to our scope of services:

- We assume others will provide right-of-entry to access the property. We anticipate our field work can be completed during normal business hours (i.e. 7AM to 5PM, Monday through Friday). If we are required to perform our field services during non-business hours (i.e., nights or weekends), both our schedule and compensation could be affected.
- The generalized subsurface information obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and will be developed by interpretations of widely spaced borings. Therefore, actual subsurface conditions may vary between test locations.
- Soil test borings have limitations with assessing debris in existing fills (if present) and test pits may be needed to further evaluate the subsurface conditions at this site.

◆ Use of Proposal/Report

This proposal is solely intended for the services described in the Scope of Services and may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and



corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME.

◆ Schedule

Based on our current schedule, we plan to complete the geotechnical services outlined herein within 5 weeks after authorization to proceed. Our field crew can typically mobilize within 2 weeks, and we expect the field work will take about 5 days to complete. Preliminary geotechnical findings, conclusions, and recommendations can normally be given upon completion of the field work, subject to confirmation by laboratory testing and further engineering analysis. The field work schedule is subject to inclement weather.

◆ Compensation

We propose to perform the listed scope of services on a time and materials basis with an estimated fee of **\$42,105**. Our services will be billed in accordance with the rates shown on the attached Unit Fee Schedule. If we encounter conditions that indicate additional services would be in the best interest of the project, we will contact the client with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization.

◆ Authorization

Our Agreement for Services, Form Number AS-071, is attached and incorporated as a part of this proposal. To authorize our services, please review this Agreement, sign the form and return it to us to sign. An executed copy will be returned to you for your records. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and a formal authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via e-mail, and if you chose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services and thereby accept both as written.



◆ **Closure**

We appreciate the opportunity to submit this proposal and look forward to being of service on this project. Please contact us with any questions or comments.

Sincerely,
S&ME, Inc.

A handwritten signature in blue ink that reads "Keaton Andrus".

Keaton Andrus, PE
Project Engineer II / Project Manager

keatonandrus@smeinc.com

A handwritten signature in blue ink that reads "Jeff Doubrava".

Jeff Doubrava, PE
Vice President / Principal Engineer

jdoubrava@smeinc.com

Attachments: Agreement for Services Form (AS-071)
Unit Fee Schedule
Estimate of Probable Cost

UNIT FEE SCHEDULE

S&ME, Inc.

PROFESSIONAL SERVICES		Unit Rate
1	Administrative Support, per hour	65.00
2	Staff Professional, per hour	115.00
3	Project Professional, per hour	175.00
4	Principal Professional, per hour	225.00
5	Mileage, per mile	0.75

DRILLING SERVICES		Unit Rate
1	Mobilization/Demobilization, each	1000.00
2	Soil Test Boring Footage, per foot	18.00
3	Casing Advancer w/ SPT Sampling, per foot	25.00
4	Casing, per foot	20.00
5	Rock Core Setup, each	300.00
6	Rock Coring (NQ), per foot	65.00
7	Water Tank, per day	300.00
8	Concrete/Asphalt Coring and Patching, each	200.00
9	Crew Subsistence, per day, 2-person crew	450.00
10	GPS Equipment Usage, per day	50.00
11	Traffic Control Plan, each	550.00
12	Traffic Control Services, per day	2000.00

LABORATORY TESTING SERVICES		Unit Rate
1	Atterberg Limits (ASTM D4318), per test	105.00
2	Grain Size w/ #200 Wash (ASTM D6913), per test	100.00
3	Unconfined Compressive Strength of Rock, per test	230.00



Estimate of Probable Cost
Proposal for Geotechnical Exploration
Mack Hatcher Trail Extension
Franklin, Tennessee
S&ME Proposal No. 24470164

1 Project Setup and Coordination		Qty	UOM	Rate	Cost
A	Administrative Support	1	hours	\$65.00	\$65.00
B	Staff Professional	4	hours	\$115.00	\$460.00
C	Project Professional	6	hours	\$175.00	\$1,050.00
D	Mileage	50	each	\$0.75	\$37.50
Subtotal:					\$1,612.50

2 Field Exploration		Qty	UOM	Rate	Cost
A	Staff Professional	50	hours	\$115.00	\$5,750.00
B	Project Professional	2	hours	\$175.00	\$350.00
C	GPS Equipment Usage	1	each	\$50.00	\$50.00
D	Mileage	250	each	\$0.75	\$187.50
E	Mobilization/Demobilization	1	each	\$1,000.00	\$1,000.00
F	Soil Test Boring	155	foot	\$18.00	\$2,790.00
G	Casing Advancer w/ SPT Sampling	30	foot	\$25.00	\$750.00
H	Casing	100	foot	\$20.00	\$2,000.00
I	Rock Core Setup	3	each	\$300.00	\$900.00
J	Rock Coring (NQ)	60	foot	\$65.00	\$3,900.00
K	Water Tank	3	day	\$300.00	\$900.00
L	Concrete/Asphalt Coring and Patching	7	each	\$200.00	\$1,400.00
M	Crew Subsistence, 2-person crew	5	day	\$450.00	\$2,250.00
N	Traffic Control Plan	1	each	\$550.00	\$550.00
O	Traffic Control Services	5	day	\$2,000.00	\$10,000.00
Subtotal:					\$32,777.50

3 Laboratory Testing		Qty	UOM	Rate	Cost
A	Project Professional	2	hours	\$175.00	\$350.00
B	Atterberg Limits (ASTM D4318)	4	test	\$105.00	\$420.00
C	Grain Size w/ #200 Wash (ASTM D6913)	2	test	\$100.00	\$200.00
D	Unconfined Compressive Strength of Rock (ASTM D7012)	2	test	\$230.00	\$460.00
Subtotal:					\$1,430.00

4 Analyses and Reporting		Qty	UOM	Rate	Cost
A	Administrative Support	1	hours	\$65.00	\$65.00
B	Staff Professional	8	hours	\$115.00	\$920.00
C	Project Professional	20	hours	\$175.00	\$3,500.00
D	Principal Professional	8	hours	\$225.00	\$1,800.00
Subtotal:					\$6,285.00

Opinion of Probable Cost: \$42,105.00



2 International Plaza
Suite 205
Nashville, TN 37217
Office: (615) 361-4345

October 2, 2024

Brian Ralstin, P.E.
Benesch

RE: Mack Hatcher Trail

Dear Mr. Ralstin:

Thank you for the opportunity to provide survey services for the referenced project. Our proposal is as follows:

SCOPE:

HMB will perform a full engineering design survey for approximately 1 mile along Mack Hatcher Parkway from just west of the Harpeth River to just west of Franklin Road. The DTM width will vary with an approximate average of 120' and will be bounded by the north edge of pavement on the eastbound lane and the southern right-of-way of Mack Hatcher with additional survey along the Harpeth River and Berrys Chapel Branch. See the attachment for a more detailed location of the survey limits.

HMB will use a combination of traditional ground survey methods along with mobile and aerial lidar to collect topographic and roadway features. Field survey services will be used to collect aboveground utilities and storm and sanitary inverts. Underground utilities will be limited to 811 markings and records provided to HMB by individual utility owners. Right of way lines will be resolved throughout the survey limits (south side of Mack Hatcher only) along with the resolution of 3 property tracts (see attached map for tract count). Bridge detail for the Harpeth River Bridges (eastbound and westbound) will include bridge corners, top of bridge deck, abutments, piers, and low beam (upstream and downstream). Bridge sketches will be provided for the upstream face of each bridge. Channel detail will include top of bank, edge of water, toe of slope, and the thread of the river. Deliverables will be in Microstation/Geopak formats per TDOT CADD standards.

Exclusions:

- All construction, right-of-way, and easement staking
- The creation of easement and right-of-way acquisition documents
- Quality level "A" & "B" S.U.E.
- Alignment and profiles
- Additional stream survey outside of limits, stream alignment/profile, or stream cross section

- Civil Engineering
- Transportation Engineering
- Highway Engineering
- Structural Engineering
- Surveying
- Construction Engineering
- Construction Inspection
- Water & Wastewater
- Water Management
- Planning
- Traffic Engineering
- Signal Engineering
- Right-of-Way
- Environmental Compliance
- Environmental Permitting
- Environmental Remediation
- Surveying
- Project Management



2 International Plaza
Suite 205
Nashville, TN 37217
Office: (615) 361-4345

- Civil Engineering
- Transportation Engineering
- Highway Engineering
- Structural Engineering
- Surveying
- Construction Engineering
- Construction Inspection
- Water & Wastewater
- Water Management
- Planning
- Traffic Engineering
- Signal Engineering
- Right-of-Way
- Environmental Compliance
- Environmental Permitting
- Environmental Remediation
- Surveying
- Project Management

Fee:

Lump Sum - \$63,837.35

SCHEDULE:

Field work can begin within 4 weeks after notice to proceed with full delivery occurring no later than 14 weeks later.

If you have any questions or need further information, please advise.

Sincerely,
HMB Professional Engineers, Inc.

Benjamin Fasig, Survey Division Manager



2 International Plaza
Suite 205
Nashville, TN 37217
Office: (615) 361-4345

Civil Engineering

Transportation
Engineering

Highway Engineering

Structural Engineering

Surveying

Construction Engineering

Construction Inspection

Water & Wastewater

Water Management

Planning

Traffic Engineering

Signal Engineering

Right-of-Way

Environmental Compliance

Environmental Permitting

Environmental
Remediation

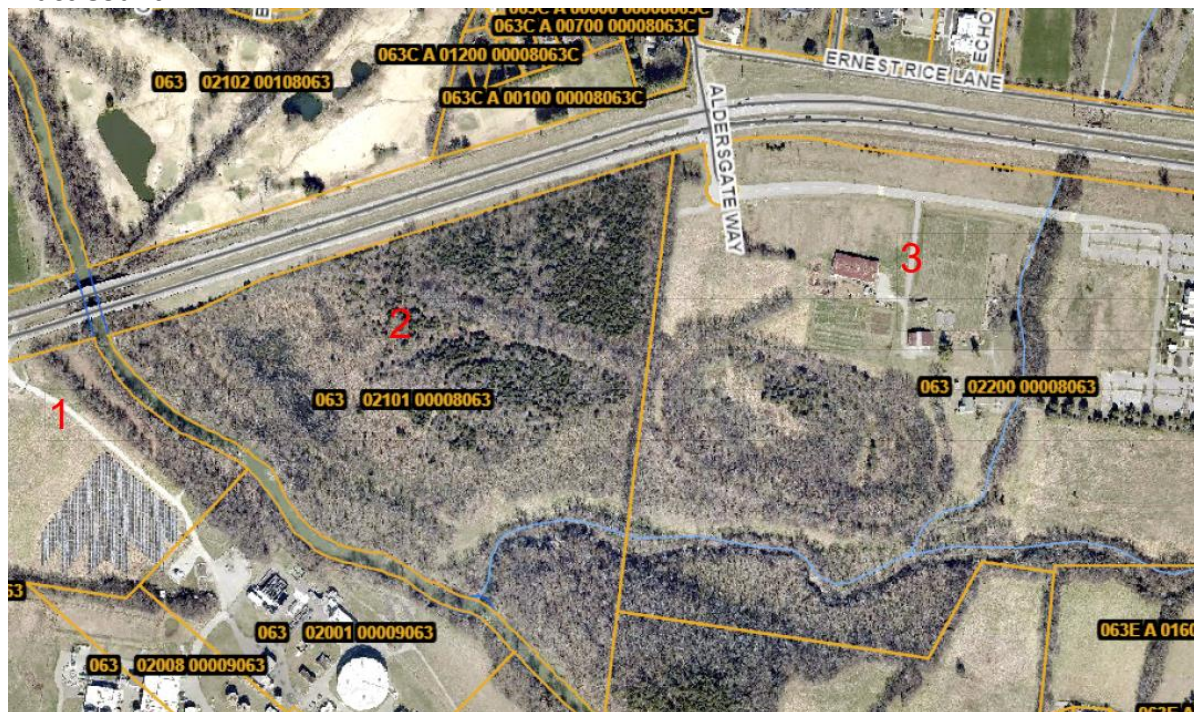
Surveying

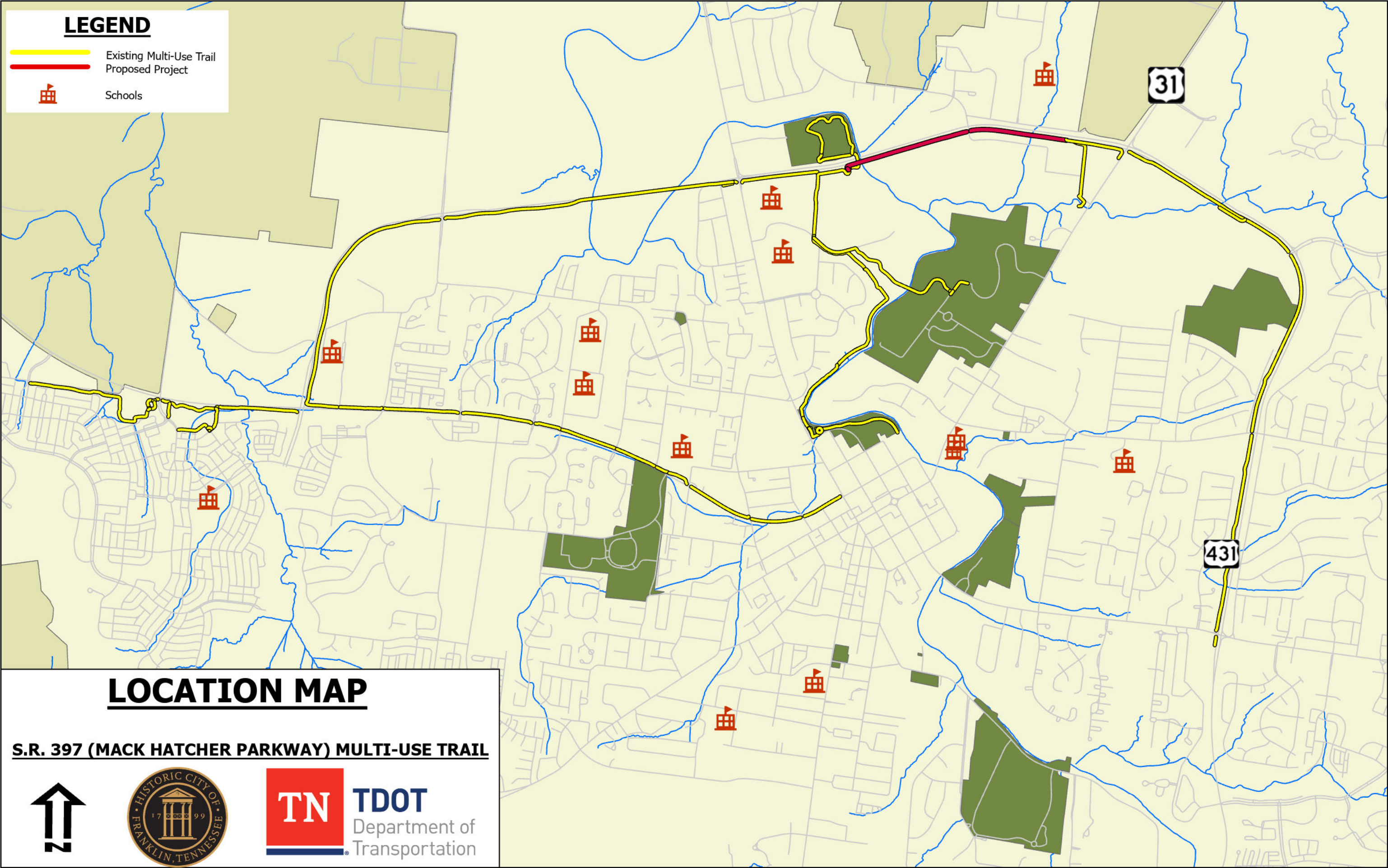
Project Management

Survey Limits



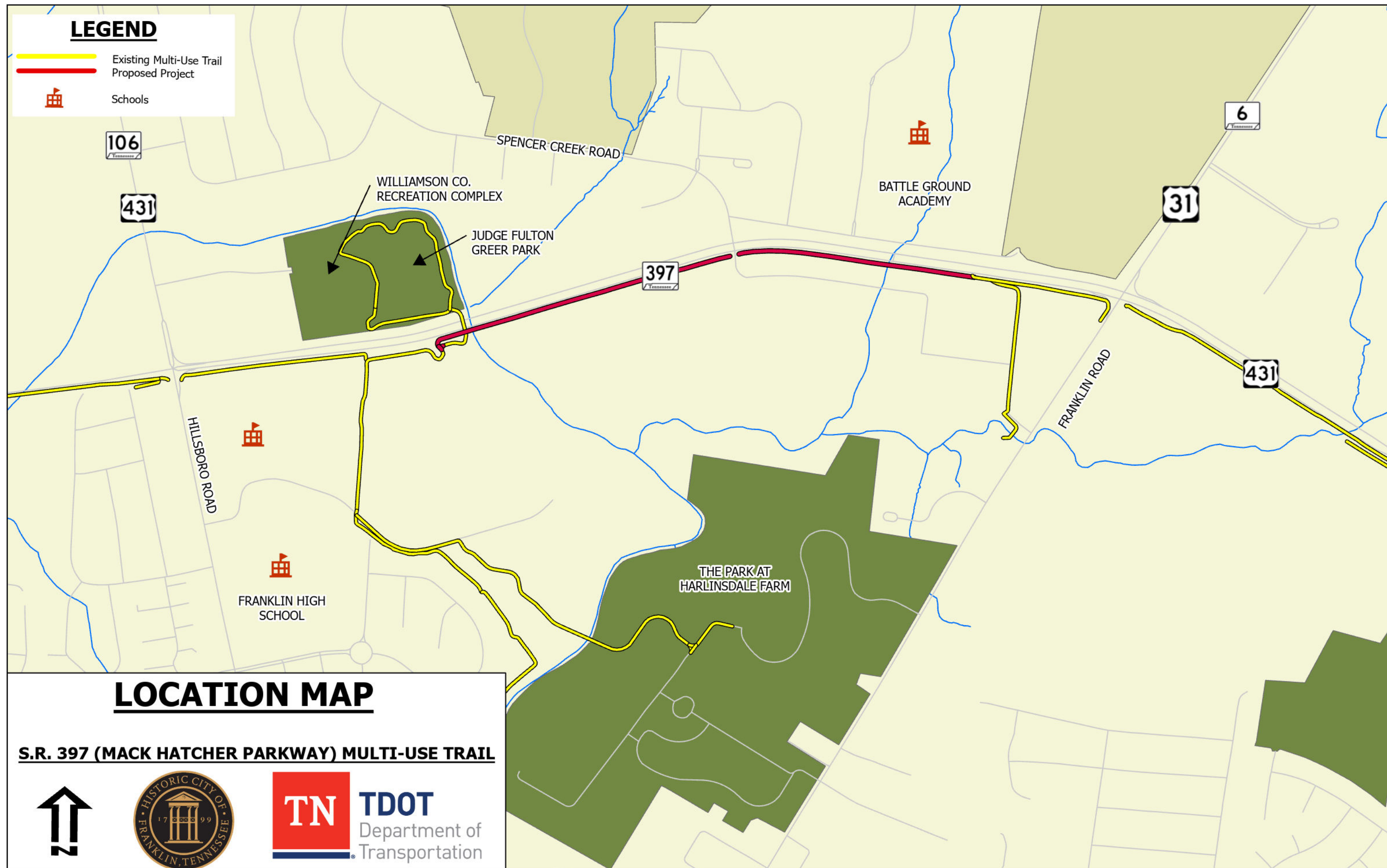
Tract Count





LEGEND

-  Existing Multi-Use Trail
-  Proposed Project
-  Schools



LOCATION MAP

S.R. 397 (MACK HATCHER PARKWAY) MULTI-USE TRAIL



TDOT
Department of
Transportation



File #: 21-068

DATE: January 15, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Dustin Walcott, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2025-0014, With Middle Tennessee Electric Membership Corporation For A Relocation Agreement For The Del Rio Pike Sidewalk Project At An Estimated Cost Of \$66,458.51

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0014.

BACKGROUND/STAFF COMMENTS:

This memorandum pertains to the Del Rio Pike project (COF 2023-013), which aims to enhance Del Rio Pike near the Reese Farms Development. The scope of the project includes:

- Widening Del Rio Pike to add a continuous turn lane.
- Installing bike lanes on both sides of the roadway.
- Adding curb and gutter on both sides.
- Including a 6-foot grass strip and a sidewalk on the north side of the road.
- Improving the culvert that conveys water via Del Rio Creek.

This agreement will enable Middle Tennessee Electric to perform necessary engineering and construction services to relocate its facilities to accommodate the planned improvements. These relocations are critical for ensuring the project proceeds efficiently and meets its intended objectives.

FINANCIAL IMPACT:

The financial impact is estimated cost of \$66,458.51.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0014 be recommended to the Board of Mayor and Aldermen for approval.

MTE RELOCATION AGREEMENT
FOR CITY OF FRANKLIN (Del Rio Culvert Extension)
Contract No.: 16554119

THIS AGREEMENT is made and entered into on this the ____ day of _____, 202____, by and between the CITY OF FRANKLIN, Tennessee ("City") and Middle Tennessee Electric Membership Corporation ("MTE").

WITNESSETH:

WHEREAS, the City plans to construct a culvert extension in Franklin, Tennessee (the "Project"), as shown on construction plans prepared by Middle Tennessee Electric Membership Corp. (attached hereto as Exhibit A); and

WHEREAS, the Electric Facilities must be relocated to accommodate the Project; and

WHEREAS, pursuant to the Project, 100% percent of the Electric Facilities is located on public highway right-of-way and 0% percent of which is located on private utility right-of-way.

WHEREAS, the relocation of Electric Facilities will be designed and constructed by MTE or MTE's contractor; and

WHEREAS, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner to accommodate the Project.

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 City shall be solely responsible for acquiring all MTE easements outside of the available public rights-of-way as may be needed to construct its Electric Facilities (the "Easement Acquisitions"). MTE agrees to occasionally assist when requested by the City in the acquisition of such easements by facilitating discussions with certain landowners.
3. The City will reimburse MTE for 100% of the costs of the Easement Acquisitions, which shall include survey, appraisal, and condemnation costs, and any other cost related to the acquisition of necessary easements.
4. The City will reimburse MTE for all other costs related to the relocation of its facilities on private right-of-way, in an amount equal to 0% of the total construction costs, including but not limited to labor, materials, engineering, inspection, and betterment

("Construction Costs"). Costs reimbursed by the City pursuant to this Section 4 shall be actual costs expended by MTE, regardless of whether such costs are more or less than the estimated cost as shown in Exhibit B – Estimated Total Construction Costs.

5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTE's relocation plans and all cost estimates associated therewith, and any related amendments thereto; and b.) all Easement Acquisitions have been completed in MTE's sole discretion.
6. MTE shall have the responsibility to inspect all items of installation of MTE's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans, MTE's technical specifications and all applicable specifications and safety codes.
7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTE. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTE for the actual cost(s), incurred through the date of termination, of the Easement Acquisitions and Construction Costs, whether incurred for public or private right-of-way, but only if MTE provides reasonable documentation for all such cost(s).
8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.
9. MTE shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.
10. MTE may submit periodic invoices to the City during the course of the relocation, which invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the relocation of Electric Facilities, MTE and the City shall settle on a final billing. MTE will provide reasonable documentation for all such costs.
11. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
12. MTE agrees to timely review the plans as provided by the City. MTE approvals of such plans will not be unreasonably withheld.
13. 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 Rutherford County, Tennessee.

14. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
15. The City and MTE agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF FRANKLIN, TENNESSEE

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION**

By: _____
Print: _____
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

By: _____
Print: _____
Title: _____
Date: _____

Estimate Bill

Date: 11/1/2024

Project No.:

County: Williamson

Relocation of lines to clear construction:

City of Franklin - Del Rio Culvert Extension

W.O. 16554119

Number of Poles on Private Right of Way	-
Number of Poles on Public Right of Way	6
Total	6

(A)	1.	Engineering	\$	4,800.00
	2.	Engineering Overhead	\$	3,083.04
	3.	Engineering Taxes and Social Security	\$	426.24
	4.	Crew Labor	\$	-
	5.	Contractor Labor	\$	31,888.24
	6.	Transportation	\$	134.00
	7.	Right of Way (Tree Trimming)	\$	15,000.00
	8.	Material	\$	11,126.99

Total A	\$	66,458.51
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Less Betterment

(B)	1.	Less Material Used	\$	-
		Less Betterment Labor	\$	-

Total B	\$	-
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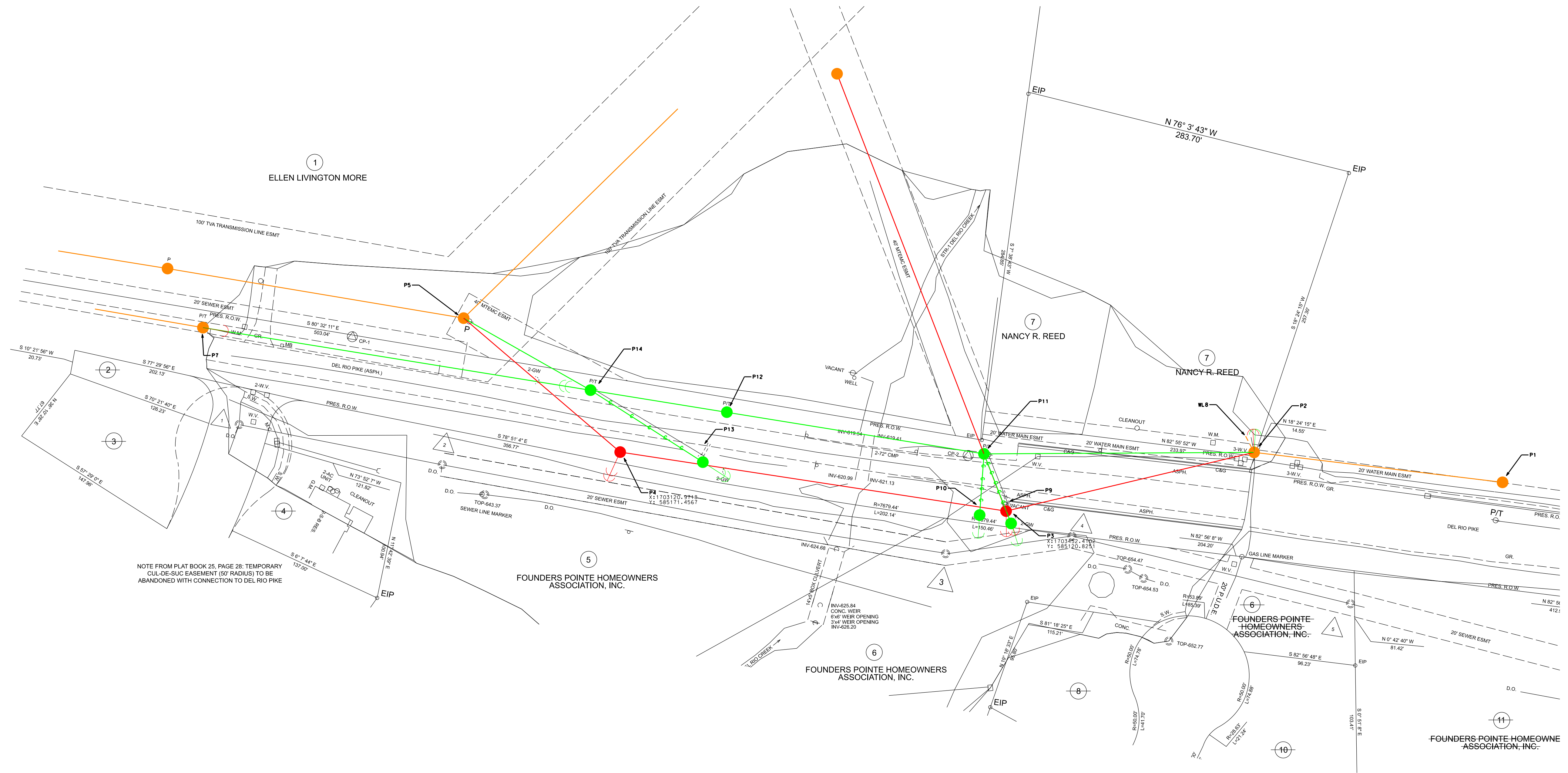
Grand Total A - B	\$	66,458.51
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0%	of Total Engineering Cost due Middle Tennessee EMC	\$	-
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Estimated Easement Costs	\$	-
--------------------------	----	---

Total Due Middle Tennessee EMC	\$	-
--------------------------------	----	---

TYPE	YEAR	PROJECT NO.	SHEET NO.
MTE	2024		1



HISTORIC
FRANKLIN
TENNESSEE

DEL RIO PIKE
WIDENING PROJECT

ELECTRIC
RELOCATION



File #: 21-0883

DATE: January 15, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2024-0357, With C&T Engineering And Inspection, LLC, For Harpeth River Stream Monitoring And Data Management

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract with C&T Engineering for professional services related to the Harpeth River water quality monitors.

BACKGROUND/STAFF COMMENTS:

As indicated in the 2017 National Pollutant Discharge Elimination System (NPDES) permit, the City is required to monitor the water quality in the Harpeth River at three locations upstream and downstream of our facilities. This monitoring data is then submitted to TDEC as part of the diurnal investigations that monitor the seasonal variations of the river. Water Management Department (WMD) staff were doing this work in-house. However, access to these sites has become more difficult over the past five years and WMD has evaluated the option of getting assistance on this as a long-term, feasible option.

The monitoring consists of three total locations collecting a variety of water quality parameters. Equipment is deployed annually at the Cotton Lane Bridge site, which is typically maintained weekly. The upstream site at Trinity Road and the downstream site at Moran Road are both seasonal and deployed from May to October, when flows are typically at their lowest. While maintenance needs may vary, they typically are greatest after a large storm event. This contract will also provide for professional services to review data and detect any abnormalities immediately rather than at the end of the month, which will help for calibrations or other equipment maintenance to ensure quality data is obtained.

FINANCIAL IMPACT:

The total amount of this contract is \$60,600 and will not be exceeded without an amendment to the initial contract and is funded out of the WRF operations (431-82560-52213) fund. WMD does anticipate incurring this cost annually for the foreseeable future as this requirement was added into the 2022 NPDES permit.

RECOMMENDATION:

Staff recommends that COF Contract No. 2024-0357 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0357**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **C&T ENGINEERING AND INSPECTION, LLC** 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:

**HARPETH RIVER STREAM MONITORING
AND DATA MANAGEMENT**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and/or construction engineering and inspection services, and/or survey services, and or appraisal 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 total not to exceed amount of **Sixty Thousand Six Hundred and No/100 Dollars (\$60,600.00).**

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.

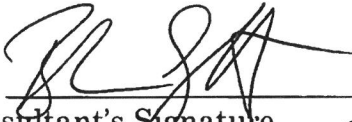
- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently 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.

**C&T ENGINEERING
AND INSPECTION, LLC**

BY: 
Consultant's Signature
Print Name: Brandon Garrett
TITLE: Project Manager
Date: 10/28/2024

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



1113 Murfreesboro Rd Ste 106-102
Franklin, TN 3706

615.567.3306
www.ctengineering.net

October 14, 2024

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

Dear Ms. Hatcher,

Subject: Proposal for Professional Environmental Services
Harpeth River Stream Monitoring and Data Management

Dear Ms. Hatcher:

C&T Engineering and Inspection, LLC (C&T) is pleased to submit this proposal to the City of Franklin Water Management Department as requested. Our preparation of this proposal is based upon our previous meeting at the project site including email correspondence sent to us by Mr. Jeff Giles containing site-specific information of mandated instream monitoring requirements complying with NPDES Permit No. TN0028827 (Attachment-A).

This proposal provides a general description of our proposed scope of services, the associated costs, and the proposed schedule.

1.0 BACKGROUND

The City of Franklin in accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, was issued an NPDES Permit No. TN0028827 by the Department of Environment and Conservation Division of Water Resources. NPDES Permit No. TN0028827 requires the City of Franklin Water Management Department to perform annual instream chemical, biological and diurnal dissolved oxygen monitoring in the Harpeth River as written in the monitoring and sampling schedule detailed in the approved NPDES permit.

2.0 PURPOSE

C&T Engineering and Inspection, LLC will assist the City of Franklin Water Management Department with required stream river diurnal monitoring of the Harpeth River using three individual sonde river monitors located at Moran Road 36.017195, -86.899823, Cotton Lane 35.967995, -86.900665, and Trinity Road 35.862051, -86.763107 bridges in Franklin TN.

NPDES Permit No. TN0028827 specific diurnal river monitoring requirements are as follows:

Diurnal River Monitoring Locations:

- Cotton Lane Bridge (DS4, 52 consecutive weeks river monitor Attachment-B)
- Moran Road Bridge (DS5, seasonal monitor from May 1st -Oct 31st Attachment-C)
- Trinity Road Bridge (US2, seasonal monitor from May 1st -Oct 31st Attachment-D)

The NPDES permit issued to the City of Franklin and the three river monitoring locations with their corresponding GPS coordinates have been supplied to C&T by the City of Franklin Water Management Department.

3.0 SCOPE OF SERVICES

RIVER MONITORING AND DATA COLLECTION

C&T Engineering and Inspection staff scientists and biologists will provide professional environmental services associated with the Harpeth River stream monitoring and data collection requirements described within NPDES Permit No. TN0028827. The river stream monitoring locations are presented in a graphical format in the NPDES permit and additionally listed under bullet 2.0 in this document.

The environmental work associated with this Scope of Services will be completed once weekly throughout the diurnal monitoring periods including the following deliverables:

- 3.1 Stream location DS4 will be monitored on a weekly basis. The type of monitoring will be continuous using an instream sonde provided by the City of Franklin Water Management Department. Appropriate calibration and crosschecks will be performed via grab samples at each of the river monitoring locations and

documented in a calibration log. The sondes shall be able to monitor the instream temperature, pH, dissolved oxygen, and conductivity at 15-minute intervals. C&T staff scientist will capture the recorded data from each sonde at each river monitoring location using the VuSitu Mobile App. Concurrent climatological data and stream flow estimates at each river monitoring station during the diurnal investigation will also be recorded. Once the data from each river monitoring location is captured it will be downloaded to a PC and the .csv files created from the sondes will be added to the river monitoring Excel file. The Excel file will then be reviewed by C&T scientist for completeness and accuracy before being sent to the City of Franklin.

- 3.2 Stream locations DS5 and US2 will be monitored during seasonal time periods between May 1st and Oct 31st as directed by the NPDES permit. The type of monitoring will be continuous using instream sondes provided by the City of Franklin Water Management Department. Appropriate calibration and crosschecks will be performed via grab samples at each of the river monitoring locations and documented in a calibration log to validate data and provide guidance on additional water quality needs. The sondes shall be able to monitor the instream temperature, pH, dissolved oxygen, and conductivity at 15-minute intervals. The recorded data from DS5 and US2 will be processed the same as DS4 above in bullet 3.1
- 3.3 In the event the sondes are damaged, vandalized or producing readings that may be inaccurate C&T Engineering staff scientist will survey alternate stream locations and propose an alternate stream monitoring location be submitted for approval and an amendment made to the Diurnal Investigations Plan and for TDEC concurrence with the new location.
- 3.4 Once the seasonal river monitoring is complete for Moran Rd Bridge and Trinity Rd) Bridge (DS5 and US2) the instream sondes will be pulled from the Harpeth River and the recommended long-term storage procedure for each will be executed and followed by delivery to the City of Franklin Water Management Department for seasonal storage.

- 3.5 Annual processing of diurnal river monitoring data in connection with required regulatory submission and compliance. Data will be quantified, reviewed and provided in a comparable usable format as part of regulatory compliance reporting.

C&T will coordinate with the COF concerning the scheduling of data collection activities, the results of the data collection and any problems associated with the data collection process including data collection equipment, environmental factors which would impede the collection of data or other problems associated with the data collection process.

4.0 FEES

Our not-to-exceed fees are based on the scope of professional services described above and will be billed on a Time & Materials (T&M) basis for each hour worked plus the cost of any materials needed as a pass-through cost. If C&T Engineering and Inspection encounters any conditions that require additional services and costs beyond what is presented in this proposal, C&T will contact Ms. Michelle Hatcher with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you. The estimated fee to perform the scope of services outlined above is provided below.

Task	Not-to-Exceed Cost
3.1 Once Weekly River Monitoring DS4	\$37,375
3.2 Once Weekly River Monitoring DS5, US2	\$15,125
3.3 Survey Alternate Monitoring Locations	\$2,500
3.4 Long-Term Storage DS5, US2 Sondes	\$1,000
3.5 Annual Diurnal River Monitoring Reporting	\$4,600

Based on the scope of services described above, the not to exceed lump sum cost to perform the above referenced services will be sixty thousand six hundred dollars **\$60,600**. Invoicing for professional services will be in accordance with the attached fee schedule.



1113 Murfreesboro Rd Ste 106-102
Franklin, TN 3706

615.567.3306
www.ctengineering.net

5.0 CLOSING

C&T is prepared to begin the Harpeth River Stream Monitoring and Data Collection professional services as soon as the City of Franklin Water Management Department authorizes the work. We sincerely appreciate the opportunity to provide you with this proposal. If you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Brandon Garrett'.

C&T Engineering and Inspection, LLC

C. Brandon Garrett, CPESC, TN-QHP

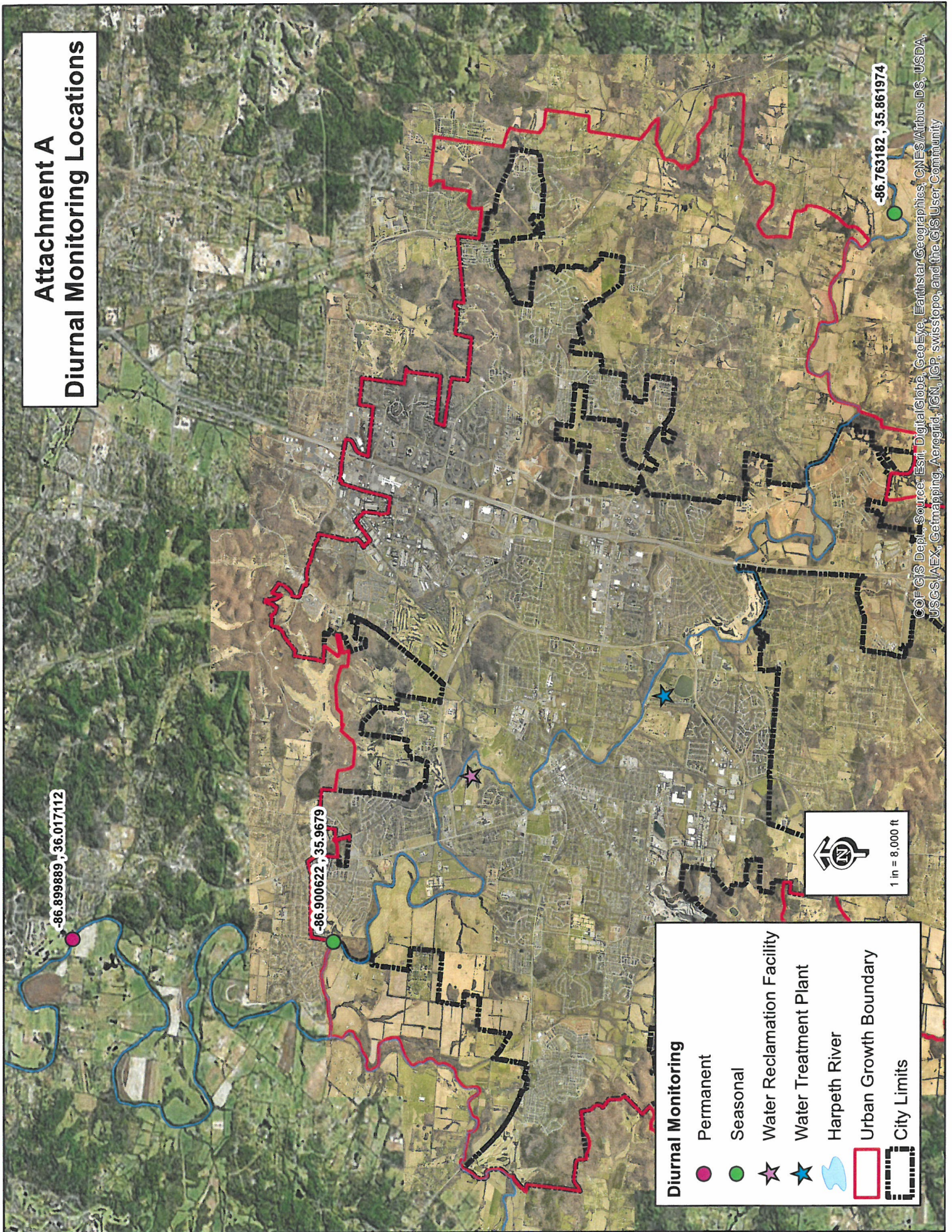
Senior Environmental Scientist/Project Manager

Attachments:

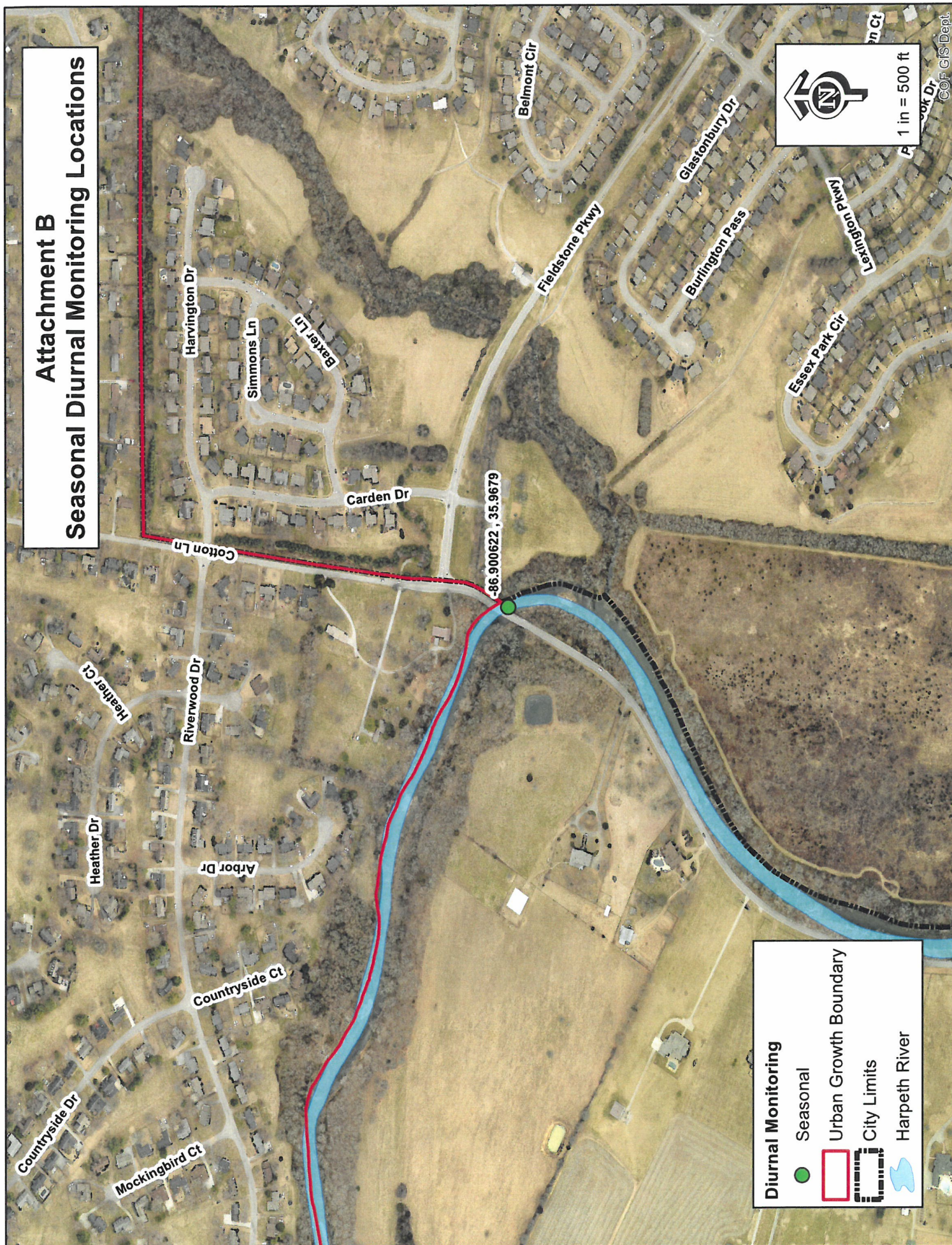
Agreement for Services

C.c. Tom Lamb Client Service Leader

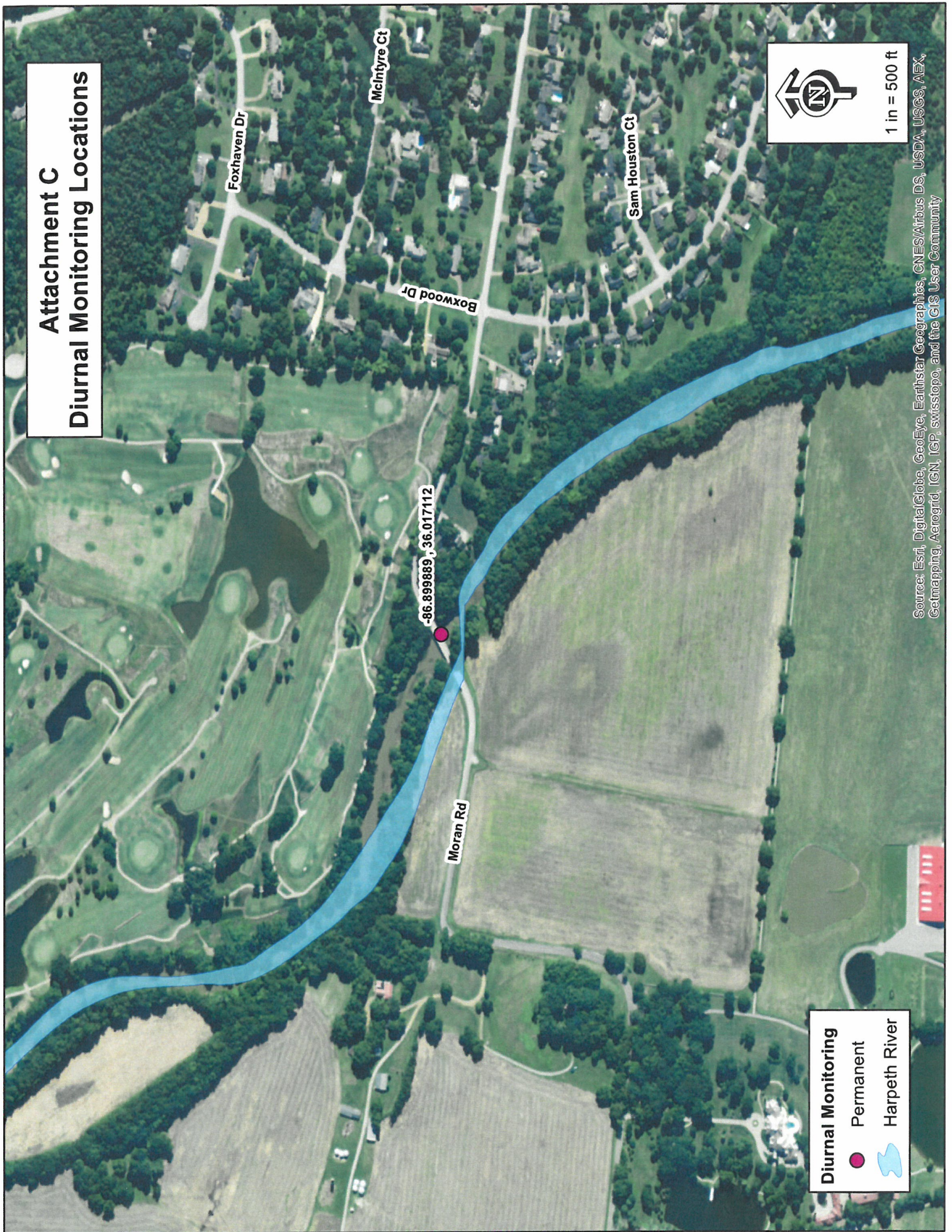
Attachment A Diurnal Monitoring Locations



Attachment B Seasonal Diurnal Monitoring Locations



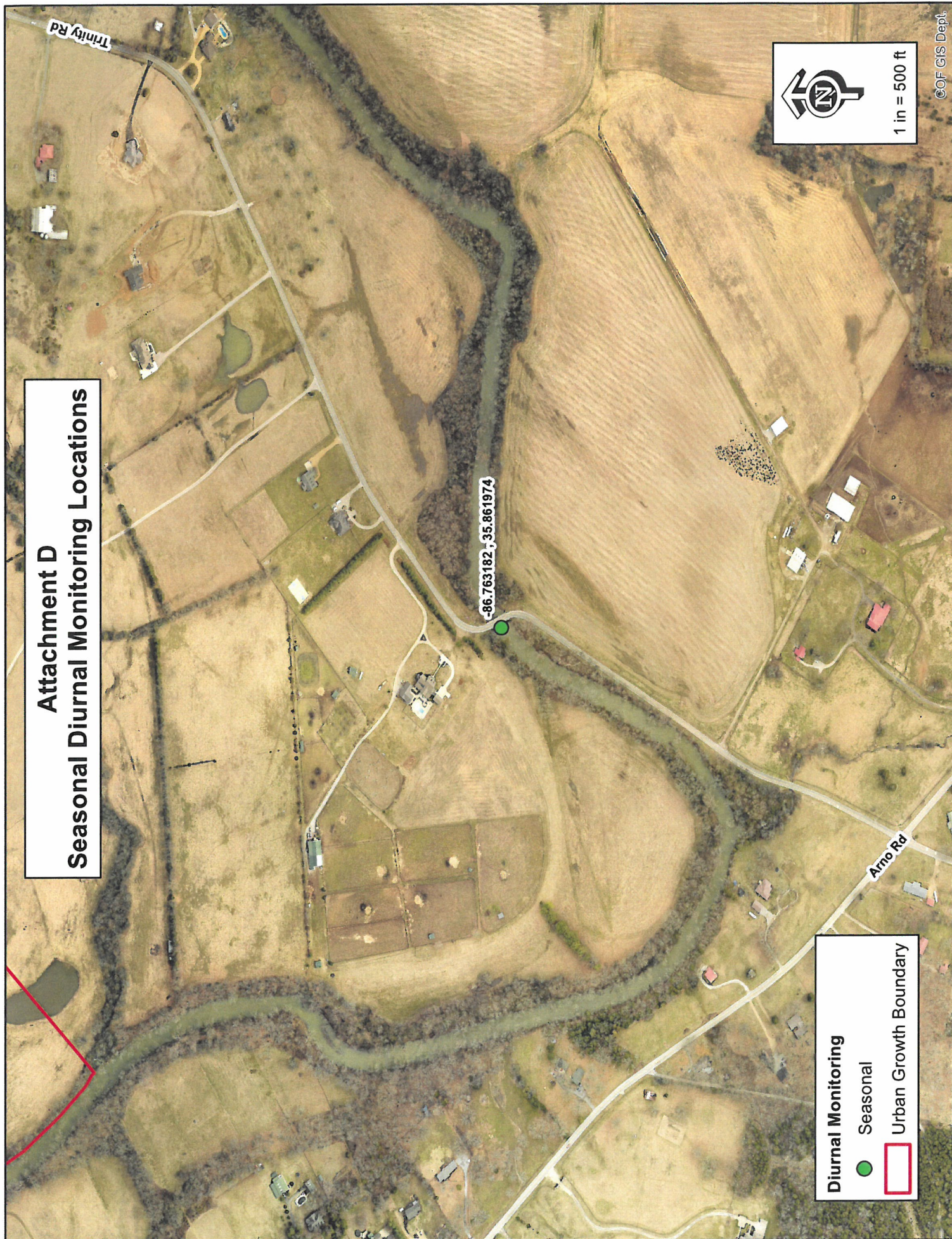
Attachment C Diurnal Monitoring Locations



Diurnal Monitoring

- Permanent
- Harpeth River

1 in = 500 ft



Attachment D
Seasonal Diurnal Monitoring Locations

Diurnal Monitoring

- Seasonal
- ▭ Urban Growth Boundary

1 in = 500 ft

COF GIS Dept.



File #: 21-088

DATE: January 16, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of Change Order 2 To COF Contract No. 2022-0310, With Insituform Technologies For Sanitary Sewer Main Lining Rehabilitation Contract For An Increase To The Contract In The Amount Of \$39,132.25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 2 to COF Contract No. 2022-0310 with Insituform Technologies for the Sanitary Sewer Main lining rehabilitation contract in the amount of \$39,132.25.

BACKGROUND/STAFF COMMENTS:

The first work order for the 2nd contract year for the sanitary sewer main lining rehabilitation contract with Insituform Technologies included some sewer mains that were different in scope than the original bid line items. The PVC host pipe on two of the line segments in Cadet Subdivision will require the contractor to switch over to a water installation and curing method and will require additional curing time. The other segments located at the Galleria Mall are extremely deep, which will also necessitate them being done with water inversion/water cure. In addition, these segments will need to be lined at night in order to gain more curing time due to their depth.

FINANCIAL IMPACT:

The cost of the change order is \$39,132.25 and is funded in the Sanitary Sewer Operating Fund of the current approved budget.

RECOMMENDATION:

Staff recommends that Change Order No. 2 to COF Contract No. 2022-0310 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 2

Owner: **City of Franklin, TN**
 Engineer: **N/A**
 Contractor: **Insituform Technologies**
 Project Name: **Sanitary Sewer Main Line Rehabilitation**
 Owners Contract No.: **COF 2022-0310**
 Effective Date of Change Order: **N/A**

1/1/2025

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

Attachment(s):

- Email dated December 3, 2024 from Ryan Miller with Insituform

Description:

- Add \$39,132.25 to the contract for additional CIPP lining that will require water installation due to depth and material of the host pipe**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 592,000.00		Substantial Completion:	04/22/2024
		Ready for final payment:	05/23/2025
[Increase] [Decrease] from previously approved Change Orders		[Increase] [Decrease] from previously approved Change Orders:	
\$ 0		Substantial Completion:	0
		Ready for final payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 592,000.00		Substantial Completion:	04/22/2025
		Ready for final payment:	05/23/2025
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 39,132.25		Substantial Completion:	04/22/2025
		Ready for final payment:	05/23/2025
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 631,132.25		Substantial Completion:	04/22/2025
		Ready for final payment:	05/23/2025

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

1410 Gould Blvd.
LaVergne, TN 37086

Tel: 615-967-8462
Fax: 615-742-8024
rmiller@insituform.com

December 3, 2024

Ms. Patricia McNeese
City of Franklin
Water Management Department
124 Lumber Drive
Franklin, TN 37064

PROJECT: City of Franklin, TN - Sewer Mainline Rehabilitation Project - Work Order No. 2

Dear Ms. McNeese,

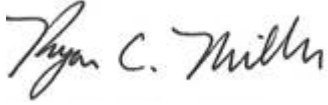
Insituform Technologies, LLC hereby submits the following pricing for the rehabilitation of three segments of 8-inch diameter sanitary sewer. The below scope of work shall be performed in accordance with Terms and Conditions set forth in the contract named Sewer Mainline Rehabilitation Project for the City of Franklin, Tennessee.

Bid Item	Description	Unit of Measure	Bid Quantity	Bid Unit Price	Bid Item Total
Change Order No. 1 – Request by Segment					
5 – CO1.1	8" Diameter x 6.0mm (minimum) cured thickness CIPP Mainline Galleria Mall Segment SMH-11488 to SMH-11487 to SMH-11486 (Installation at night due to traffic and additional cure time due to depth, and water installation due to the depth)	LF	338	\$ 39.25	\$ 13,266.50
5 – CO1.2	8" Diameter x 6.0mm (minimum) cured thickness CIPP Mainline Flintlock Drive SMH-16899 to SMH-13275 (PVC host pipe will require a water installation with an extended cure time)	LF	302	\$ 39.25	\$ 11,853.50
5 – CO1.3	8" Diameter x 6.0mm (minimum) cured thickness CIPP Mainline Flintlock Court SMH-13393 to SMH-13391 (PVC host pipe will require a water installation with an extended cure time)	LF	357	\$ 39.25	\$ 14,012.25
				Total	\$ 39,132.25

Should you accept the pricing above, please complete the appropriate sections below and/or please send us a purchase order and we will move forward with scheduling the work.

Please feel to contact me with any questions and/or concerns. We look forward to completing this next work order with the City of Franklin.

Sincerely,



Insituform Technologies, LLC
Ryan Miller
Manager - Business Development

Accepted By: _____
(signed)
Ken Moore

(print name)

Date: _____
Title: Mayor

(City of Franklin, TN)

Accepted By: _____
(signed)

(print name)

Date: _____
Title: _____
(Insituform Technologies, LLC)



City of Franklin

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

File #: 21-086

DATE: January 16, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:
Capital Projects Dashboard And Status Updates For January 2025

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

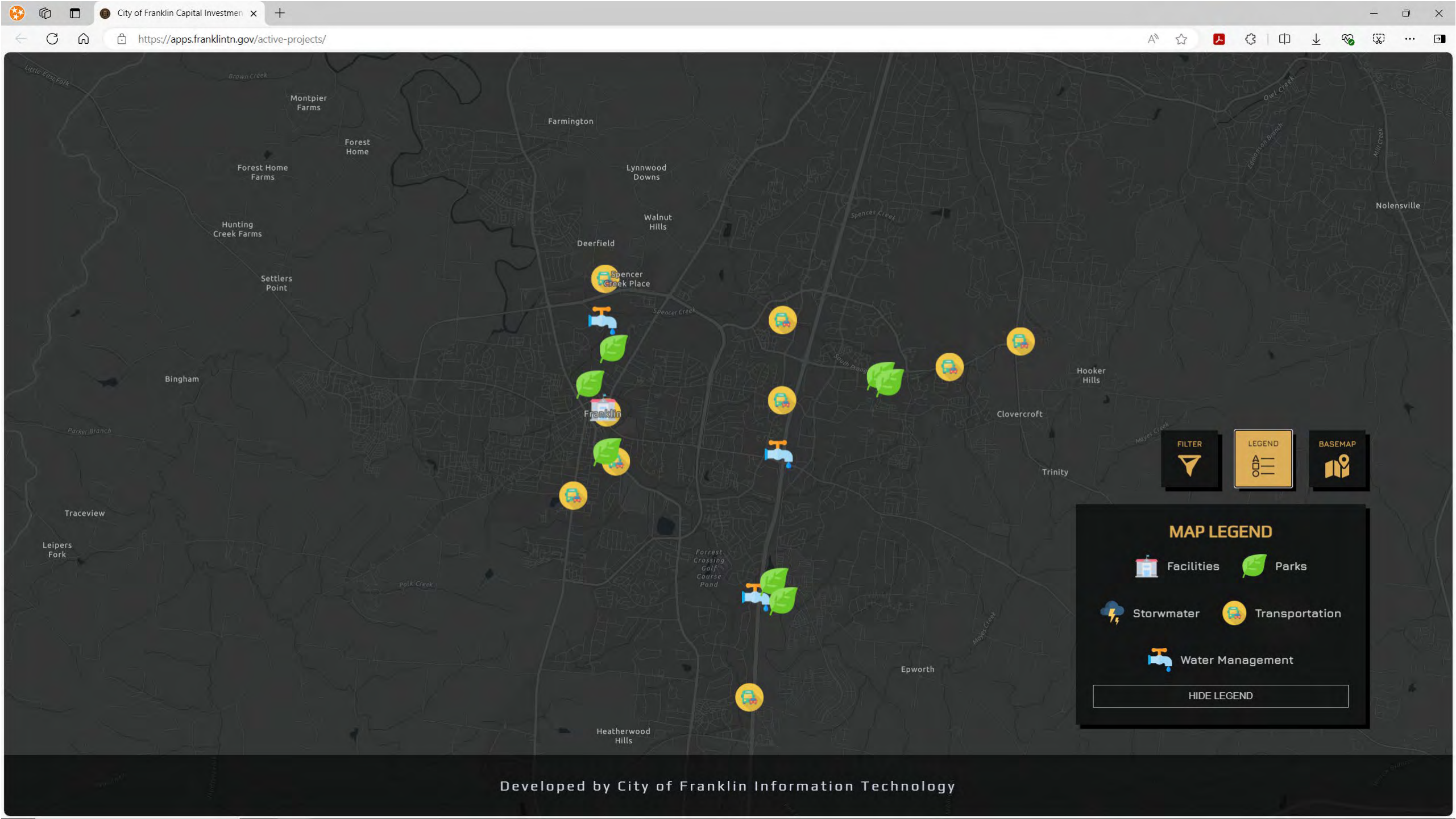


Image Captured from City of Franklin Website on 01/16/2025

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](#)”