



City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, March 27, 2025

3:30 PM

Williamson County
Auditorium

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

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 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
February 27, 2025 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration To Grant Water Availability For 1827 Farmington Drive (Map 037, Parcel 01800)

Sponsors: Michelle Hatcher, Scott Andrews

4. Consideration To Grant Water Availability For 3033 Del Rio Pike (Map 051, Parcel 01400)

Sponsors: Michelle Hatcher, Scott Andrews

5. Consideration Of COF Contract No. 2025-0086, With Gresham Smith For The Water Treatment Plant Chemical Building Improvements At A Not To Exceed Cost Of \$205,000

Sponsors: Michelle Hatcher

6. Consideration Of Ordinance 2025-07, An Ordinance To Reduce The Speed Limit On Liberty Pike From Mack Hatcher Parkway To Knoll Top Lane To Thirty-Five Miles Per Hour (35 MPH)

Sponsors: Paul Holzen, Adam Moser

7. Consideration Of Amendment 3 To COF Contract No. 2019-0091, With CDM Smith, Inc. For The Robinson Lake Dam Rehabilitation At A Cost Increase Not To Exceed \$753,010

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

8. Consideration Of Change Order 4 (Final Change Order) 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 Increase Of \$4,533.12

Sponsors: Paul Holzen, Adam Moser

9. Consideration Of DRAFT Amendment 1 To COF Contract No. 2022-0221, With The Corradino Group, Inc. For The SR96 Traffic Signal Improvement Project At A Cost Increase Not To Exceed \$23,502.17

Sponsors: Paul Holzen, Adam Moser

10. Consideration Of DRAFT COF Contract No. 2025-0095, With AI3, Inc. For Architectural Services For Salt/Brine Storage Facility For Streets Department

Sponsors: Paul Holzen, Jerry Hatcher

11. Capital Projects Dashboard And Status Updates For March 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, February 27, 2025

3:30 PM

Board Room

CALL TO ORDER

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

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

Board Members Absent: None

Staff Present: Mark Hilty, Cayce Anderson, Paul Holzen, Michelle Hatcher, Lisa Clayton

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 Brandy Blanton, seconded by Alderman Matt Brown to Approve the Agenda as Submitted. The motion passed 4-0.

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.)

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APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
January 23, 2025 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Vice Chair Beverly Burger to Approve the January 23, 2025 Capital Investment Committee Minutes. The motion passed 4-0.

NEW BUSINESS**3. Consideration To Grant Sewer Availability For 103 Beechlawn Drive (Map 106H, Parcel 06300)**

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Vice Chair Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

4. Consideration To Grant Sewer Availability For An Unaddressed Property On Hillsboro Road

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Alderman Brandy Blanton, seconded by Vice Chair Beverly Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-1.

AYES: Brandy Blanton, Matt Brown, Beverly Burger

NOES: Greg Caesar

ABSTAIN: None

5. Consideration Of Amendment 1 To COF Contract No. 2020-0299, With Cedar Ridge Landfill, Inc. For Biosolid Sludge Disposal For A Not-To-Exceed Amount of \$480,000.00.

Sponsors: Michelle Hatcher

A motion was made by Alderman Brandy Blanton, seconded by Vice Chair Beverly Burger to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

6. Consideration Of COF Contract No. 2024-0384, With CDM Smith For Sanitary Sewer System Model Assistance For The Goose Creek Basin Sewer Planning For \$84,500

Sponsors: Michelle Hatcher

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

7. Consideration Of COF Contract No. 2025-0036, With Hazen & Sawyer For On-Call Hydraulic Water Modeling Assistance For A Not-To-Exceed Amount of \$50,000.00

Sponsors: Michelle Hatcher

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

8. Consideration Of COF Contract No. 2025-0019, With Ford Colletta, LLC For Parkland Impact Fee And Construction Agreement For Colletta Park PUD Subdivision

Sponsors: Lisa Clayton, Heather Eusebio

The item was acknowledged and will be on a future Work Session for discussion.

9. **Consideration Of COF Contract No. 2025-0001, With Southvale, LLC For Parkland Impact Fee And Construction Agreement For Southvale**

Sponsors: Lisa Clayton, Heather Eusebio

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

10. **Consideration Of DRAFT Resolution 2025-16, A Resolution Declaring An Existing Section Of Right-Of-Way Known As South Carothers Road Generally Located East Of Carothers Parkway And North Of Long Point Way As Surplus Property And Authorizing Its Disposal By The City Administrator**

Sponsors: Paul Holzen, Jimmy Wiseman

A motion was made by Alderman Matt Brown, seconded by Vice Chair Beverly Burger to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 4-0.

11. **Consideration Of Resolution 2025-17, A Resolution Declaring Certain Right-Of-Way Located In An Existing Alley Northwest Of 306 Public Square Drive As Surplus**

Sponsors: Paul Holzen

A motion was made by Vice Chair Beverly Burger, seconded by Alderman Brandy Blanton to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 4-0.

12. **Consideration Of DRAFT Resolution 2025-10, A Resolution Authorizing The Execution Of COF Contract Number 2023-0377, With Stansell Electric Company Inc. For The Construction Of The ITS Infrastructure Expansion Project For An Amount Not To Exceed \$744,325**

Sponsors: Paul Holzen, Adam Moser

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 4-0.

13. **Consideration Of COF Contract No. 2025-0035, A Professional Services Agreement With Rummel, Klepper & Kahl, LLP (RK&K) For The Final Design Of Liberty Pike & Mallory Lane Intersection Improvements At A Cost Of \$579,500**

Sponsors: Paul Holzen, Jonathan Marston, William Banks

A motion was made by Alderman Matt Brown, seconded by Vice Chair Beverly Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-1.

AYES: Matt Brown, Beverly Burger, Greg Caesar

NOES: Brandy Blanton

ABSTAIN: None

14. **Consideration Of Amendment 2 To COF Contract 2022-0264, With Civil & Environmental Consultants, Inc. For Liberty Hills Pond Stream Restoration**

Sponsors: Paul Holzen, Jeff Willoughby

A motion was made by Vice Chair Beverly Burger, seconded by Alderman Brandy Blanton to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

15. Consideration Of Amendment 3 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 Vice Chair Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

16. Discussion Concerning The Intersection Of Mack Hatcher Parkway And Liberty Pike And The Intersection Of Liberty Pike And Jordan Road

Sponsors: Paul Holzen

The item was acknowledged.

17. Capital Projects Dashboard And Status Updates For February 2025

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Vice Chair Beverly Burger, seconded by Alderman Brandy Blanton to Adjourn the Meeting. The motion passed 4-0.

Meeting Adjourned @ 4:30 PM

Greg Caesar, Chair

Minutes Prepared by Sarah Schilling, Assistant Deputy City Recorder, City Administrator's Office - 3/18/25, 3:52 PM



File #: 21-0278

DATE: March 3, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:
Consideration To Grant Water Availability For 1827 Farmington Drive (Map 037, Parcel 01800)

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

BACKGROUND/STAFF COMMENTS:

Date of Request: 1/13/2025.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This twenty-acre property is located outside the City limits and outside the Urban Growth Boundary (UGB), in the Farmington subdivision. The Farmington subdivision is served by the City's domestic water distribution system. There is an existing home on the property and it is currently connected to City water. The applicant would like to construct a smaller home on the property for her daughter and her family to live in. At this time the applicant is seeking approval for a new water service for the new home planned to be constructed.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the sewer availability request be recommended to the Board of Mayor and Aldermen for approval.



Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☒ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #			
Map & Parcel(s) #	037/01800		
Property Address:	1827 Farmington Dr.		
City Project # (If Applicable)			
# of Dwelling Units (If Residential)	1		
Applicant's Name & Company	Jane Richmond (Malli)		
Applicant's Address	1827 Farmington Dr.		
Applicant's Email & Phone #			
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4"		
Water District:	COF		
Sewage Flow Calculations: Use the City of Franklin Single-Family Unit Equivalent Handbook for Water & Sewer Impact Fee Determination (attached to this application) to develop a table of square footage by use, occupancy groups, occupancy loading factors, and resulting SFUE calculations. (If this will be a multi-phase or multi-section development, include the calculations for all phases. A takedown chart will be required for each phase or section site plan tracking SFUE used to that date.)			
Anticipated sewage flows: Information Required for Sewer Service		350GDP	
Anticipated fee total: (including effluent disposal and tap fees)			
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-791-3218

Date Submitted: 01/13/2025

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

Effective January 1, 2024, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Water					
Impact Fee per SFUE	Meter Size	GPM	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
\$3,624	¾"	12.5	\$3,150	\$550	\$3,550
	1"	50	\$4,725	\$550	\$3,600
	1 ½"	120	\$6,300	\$1,600	\$4,650
	2"	160	\$7,875	\$1,800	\$4,900
	3"	350	\$9,450	\$1,000*	\$1,000*
	4"	500	\$11,025	\$1,000*	\$1,000*
	6"	1200	\$12,600	\$1,000*	\$1,000*
	8"	1500	\$14,175	\$1,000*	\$1,000*

3"-8" meters: Fee only covers inspection cost, developer will install meter

SEWER (Fees are based on water meter size regardless of water district)					
Impact Fee per SFUE	Meter Size	GPM	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
\$5,964	¾"	12.5	\$450	\$550	Up to 2" sewer service: \$3,600
	1"	50	\$1,800	\$550	
	1 ½"	120	\$4,320	\$550	
	2"	160	\$5,760	\$550	
	3"	350	\$12,600	\$550	2"-6" sewer service \$4,500
	4"	500	\$18,000	\$550	
	6"	1200	\$43,200	\$550	
	8"	1500	\$54,000	\$550	

1- Irrigation Fees Include Meter Fee, Tap Fee and \$25 Application Fee

3- City Installs Tap & Meter

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

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

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

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

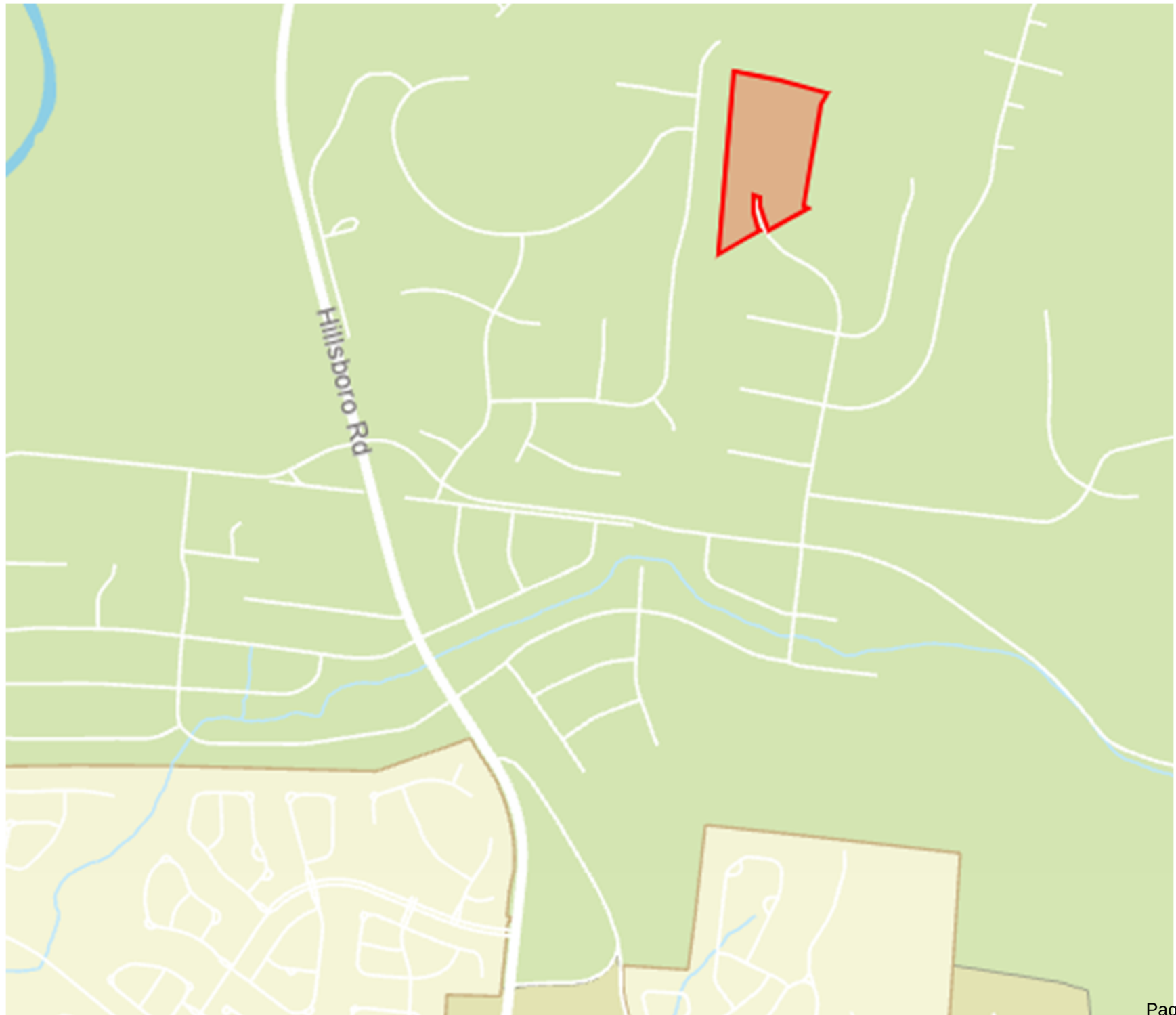
UTILITY PERMIT RELATED FEES: **PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:**

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

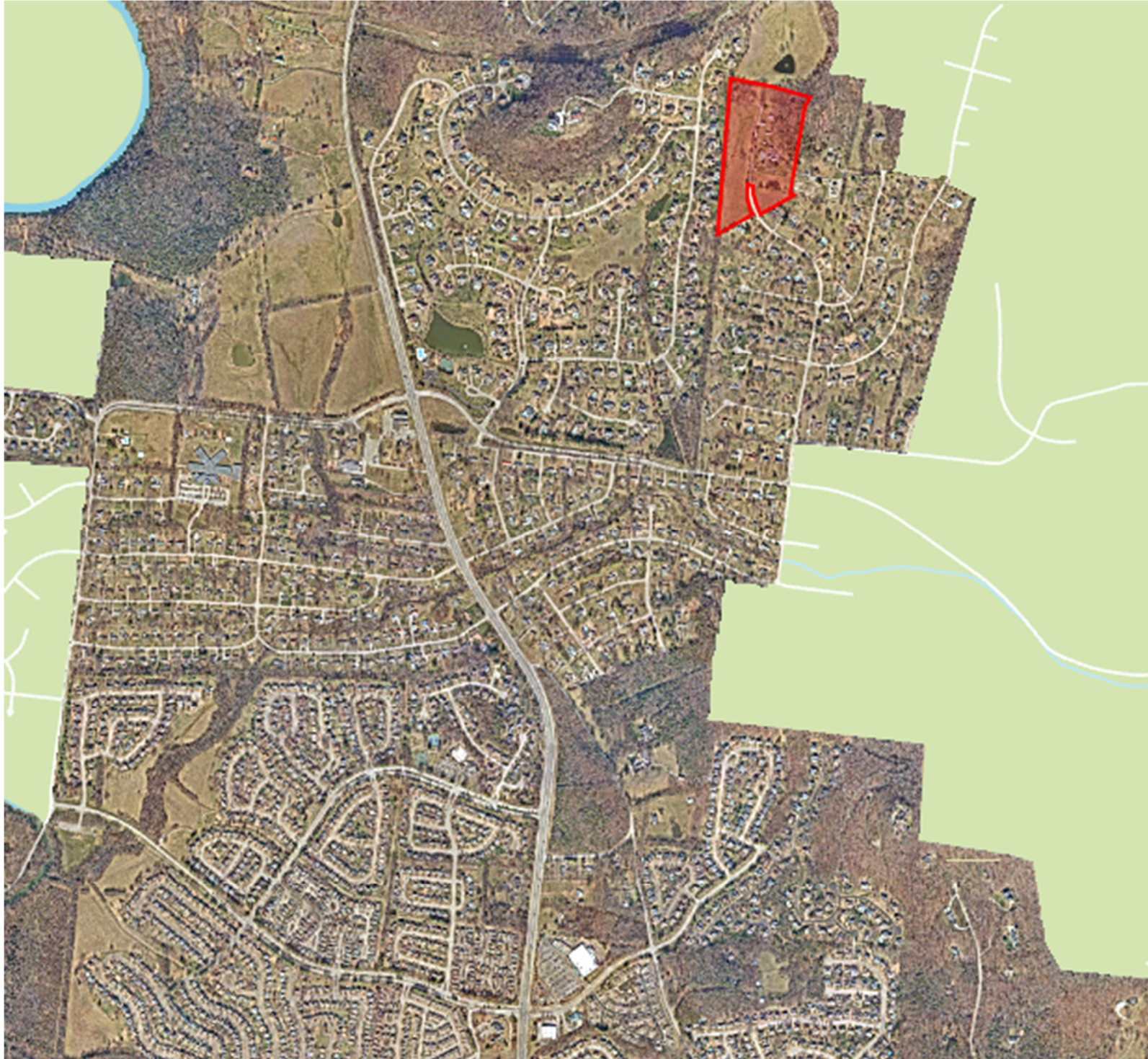
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:		Fee Rate
Water Main Line		\$1.25/LF Water (minimum \$ 1,000)
Sewer Gravity Main Line		\$2.00/LF (minimum \$1,000)
Sewer Force Main Line		\$1.50/LF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

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

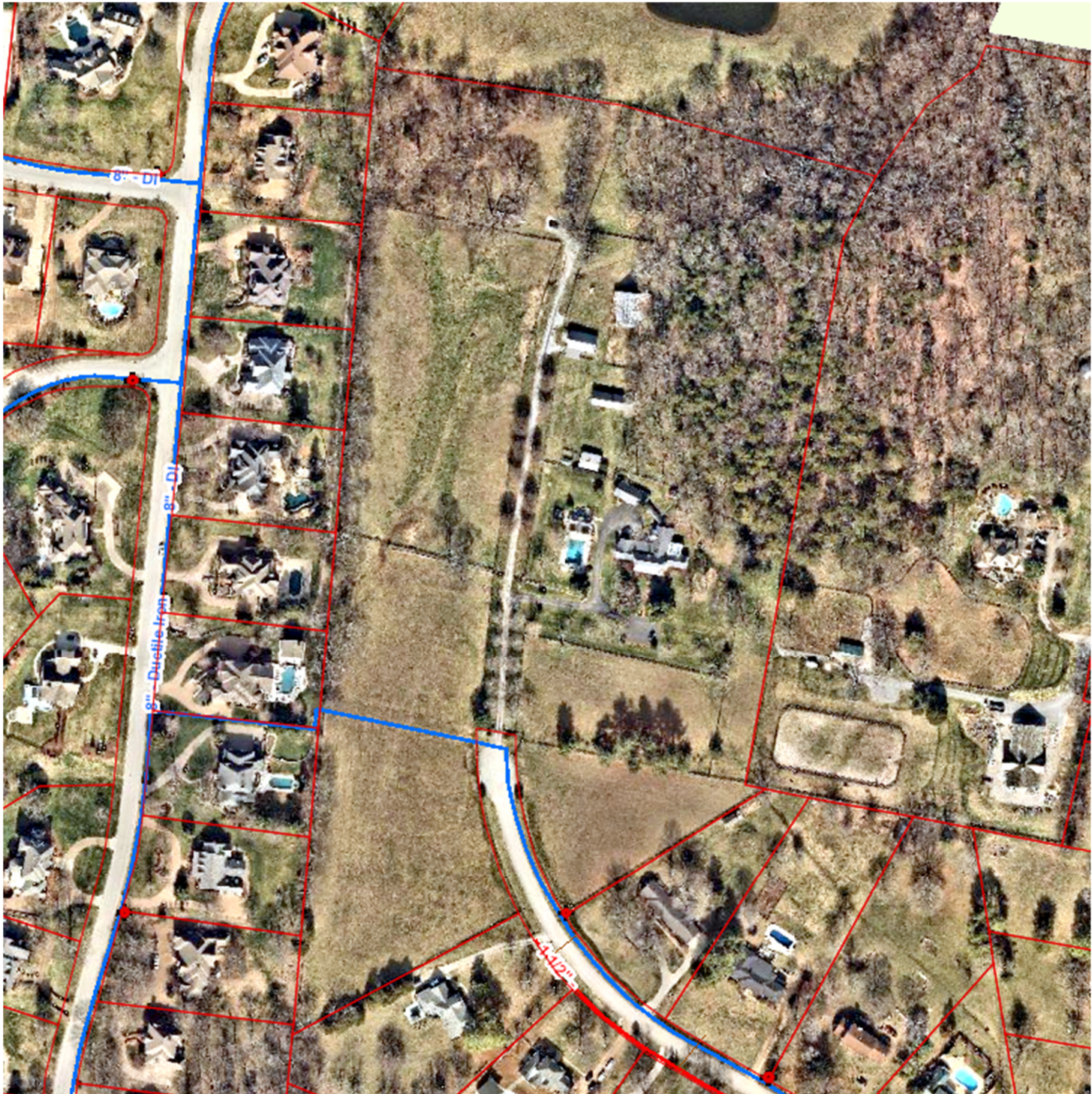
LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





File #: 21-0365

DATE: March 20, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:
Consideration To Grant Water Availability For 3033 Del Rio Pike (Map 051, Parcel 01400)

PURPOSE:

The purpose of this memo is to provide information to the Franklin Board of Mayor and Alderman (BOMA) concerning a recommendation for approval of a request for water availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 2/12/2025.
SFUE's Requested: 1
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside of the City limits in a curve of Del Rio Pike north of Mack Hatcher. The property is to be subdivided so a single-family residence can be constructed on the subsequently created parcel. The existing home on the current undivided parcel is already served by City water. The applicant is seeking approval for a domestic water service for the future parcel. The applicant is requesting to have a service extended across a neighboring lot and has at least one neighbor who appears willing to work with the applicant on obtaining an easement for a service.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that this availability request be approved contingent on

- the applicant being required to extend the water main in such a way as to serve the property but not create a dead-end water main
- the applicant signing and recording the standard availability agreement
- the applicant signing and recording the standard annexation agreement



Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☒ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #			
Map & Parcel(s) #			
Property Address:	3033 Del Rio Pike, Franklin, TN		
City Project # (If Applicable)			
# of Dwelling Units (If Residential)	1		
Applicant's Name & Company	Brad & Ivy Stamps		
Applicant's Address	3033 Del Rio Pike, Franklin, TN		
Applicant's Email & Phone #	bstamps@newhopehc.com // 615-400-4909 chloe.polivka@gmail.com // 615-456-3977		
Anticipated Water Meter Size(s) (see chart on pg. 3).	1" ? - would love input on this		
Water District:			
Sewage Flow Calculations: Use the City of Franklin Single-Family Unit Equivalent Handbook for Water & Sewer Impact Fee Determination (attached to this application) to develop a table of square footage by use, occupancy groups, occupancy loading factors, and resulting SFUE calculations. (If this will be a multi-phase or multi-section development, include the calculations for all phases. A takedown chart will be required for each phase or section site plan tracking SFUE used to that date.)			
Anticipated sewage flows: Information Required for Sewer Service			
Anticipated fee total: (including effluent disposal and tap fees)			
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-791-3218

Date Submitted: 2/12/25

MEMO

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



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

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

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

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- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
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MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklintn.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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\$3,624	¾"	12.5	\$3,150	\$550	\$3,550
	1"	50	\$4,725	\$550	\$3,600
	1 ½"	120	\$6,300	\$1,600	\$4,650
	2"	160	\$7,875	\$1,800	\$4,900
	3"	350	\$9,450	\$1,000*	\$1,000*
	4"	500	\$11,025	\$1,000*	\$1,000*
	6"	1200	\$12,600	\$1,000*	\$1,000*
	8"	1500	\$14,175	\$1,000*	\$1,000*

3"-8" meters: Fee only covers inspection cost, developer will install meter

SEWER (Fees are based on water meter size regardless of water district)					
Impact Fee per SFUE	Meter Size	GPM	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
\$5,964	¾"	12.5	\$450	\$550	Up to 2" sewer service: \$3,600
	1"	50	\$1,800	\$550	
	1 ½"	120	\$4,320	\$550	
	2"	160	\$5,760	\$550	
	3"	350	\$12,600	\$550	2"-6" sewer service \$4,500
	4"	500	\$18,000	\$550	
	6"	1200	\$43,200	\$550	
	8"	1500	\$54,000	\$550	

1- Irrigation Fees Include Meter Fee, Tap Fee and \$25 Application Fee

3- City Installs Tap & Meter

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

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

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

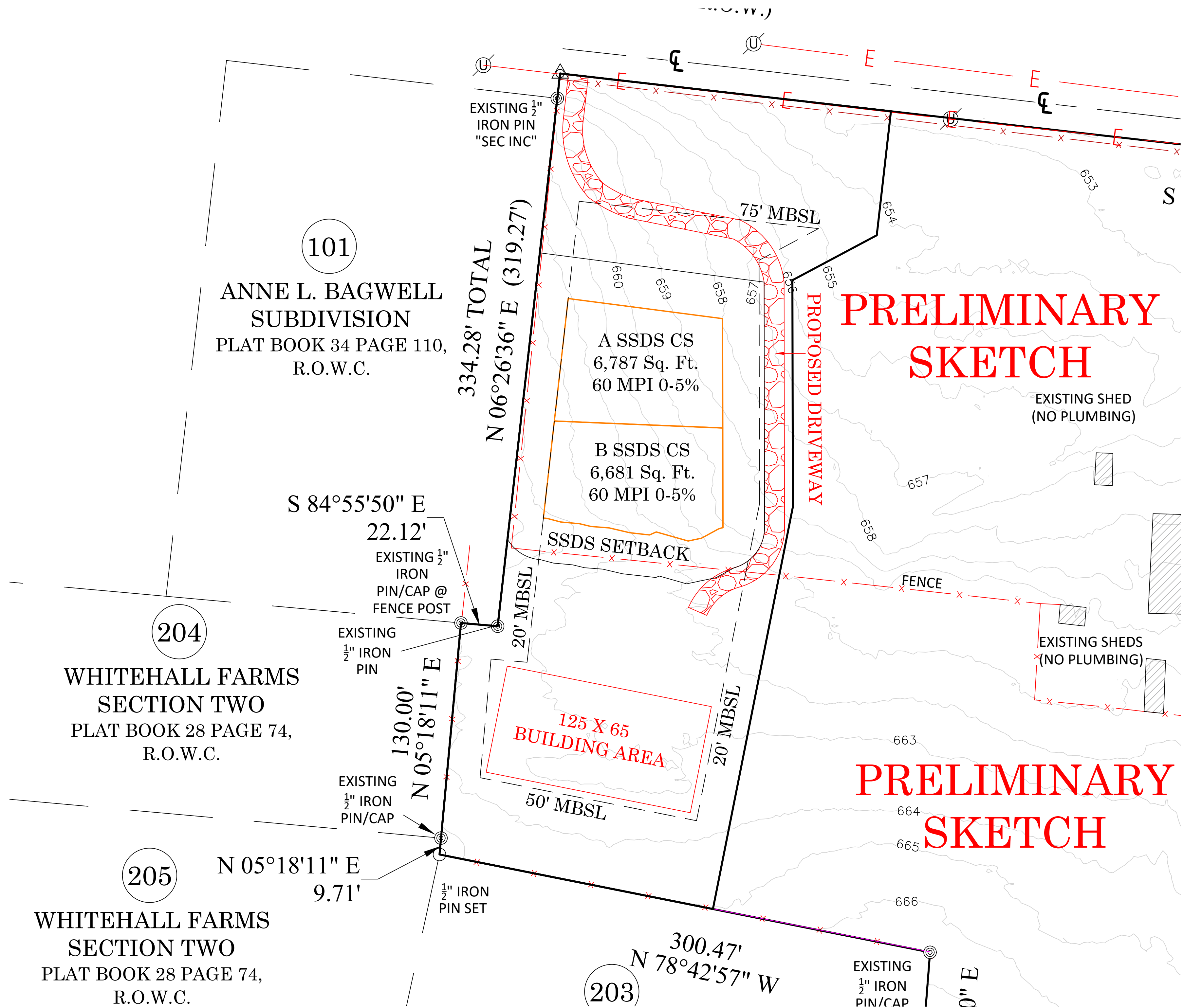
Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler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

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

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

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

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



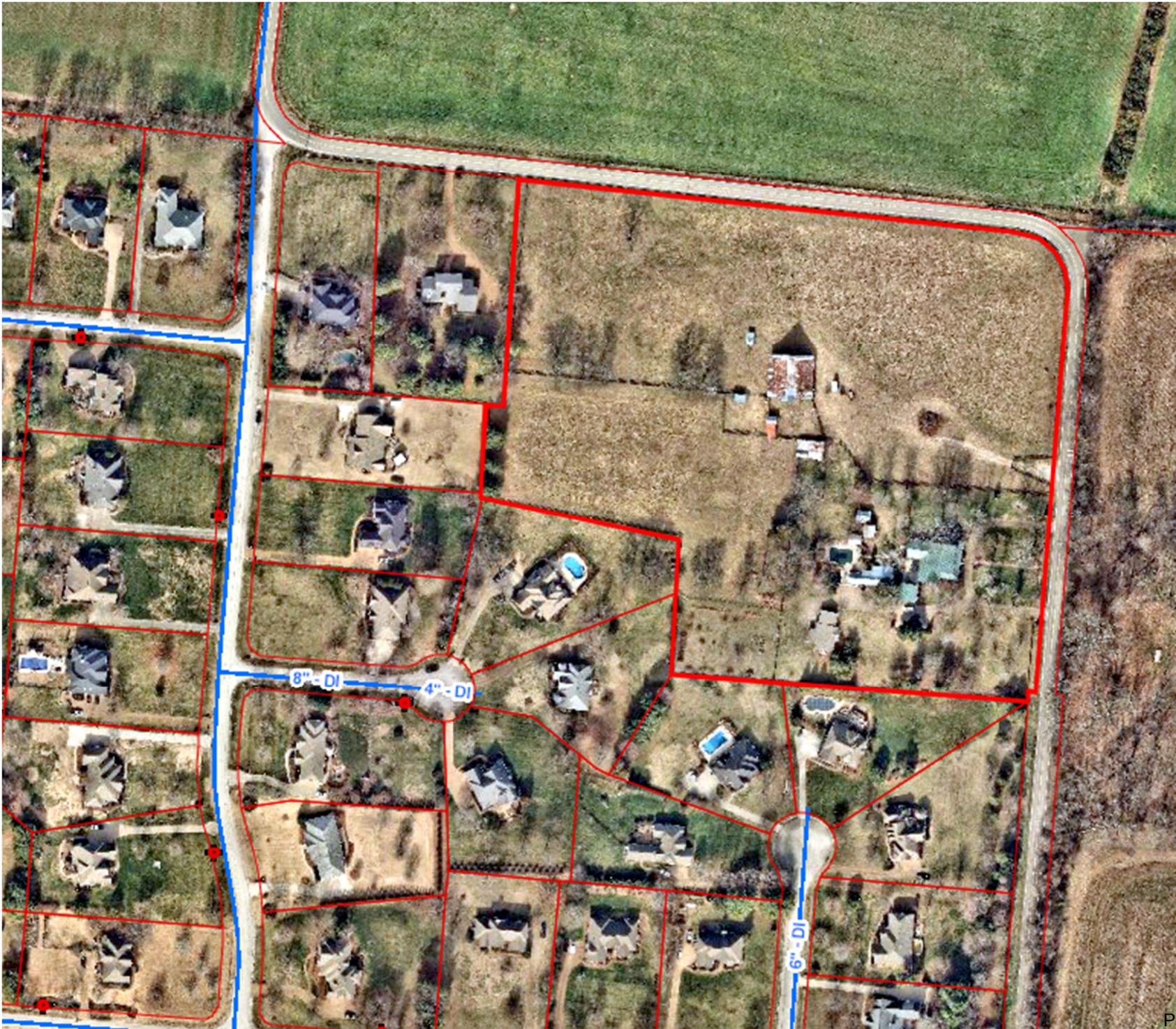
LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





File #: 21-0287

DATE: March 5, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2025-0086, With Gresham Smith For The Water Treatment Plant Chemical Building Improvements At A Not To Exceed Cost Of \$205,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0086 with Gresham Smith for improvements to the Water Treatment Plant.

BACKGROUND/STAFF COMMENTS:

The project will consist of the initial evaluation of the chemical storage and feed area of the Water Treatment Plant (WTP) to look at tote versus bulk storage of chemicals, recommended separation of chemicals with appropriate containment/drainage and ventilation requirements, and design of the new building. While the building itself will be designed, the dosing lines into each of the WTP process areas will be evaluated and improved or redesigned as needed to keep up with the current OSHA mandated practices for the facility.

The project will also add a new filter-to-waste drain system downstream of the existing granular carbon filters. The existing system tees off of the influent piping to the filters, sending dirty washwater to the sewer and relies off valving to ensure it does not mix with the clean water. In the past, if the valving on these lines lose communication with the SCADA system, they become inoperable, eliminating the usage of one of the GAC filters. The new system will create a new flow path for the dirty wash water to the sewer, eliminating the potential for any valve issues and keeping with the production of the facility.

FINANCIAL IMPACT:

The cost of this contract is \$205,000.00 and will not be exceeded without authorization from the Board. This was budgeted in the WTP operating budget in FY25 and FY26 (421-82560-52103).

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0086 be recommended for approval to the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2025-0086**

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

WTP IMPROVEMENTS-NEW HYDROCHLORIC ACID BUILDING

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and/or construction engineering and inspection 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 Two Hundred Five Thousand and No/100 Dollars (\$205,000.00).

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.

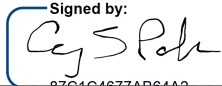
- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently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

GRESHAM SMITH

BY:  Signed by:
87C1C4677AB64A2...
Consultant's Signature
TITLE: Sr. Vice President
Date: 3/20/2025

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

March 3, 2025

Ms. Michelle Hatcher, PE
Director of Water Management
City of Franklin Public Works
124 Lumber Drive
Franklin, Tennessee 37064

Attention: Brian Goodwin, PE

Subject: **Professional Services Proposal**
WTP Improvements – New Hydrochloric Acid Building
Franklin, Tennessee

Dear Ms. Hatcher:

Thank you for the opportunity to submit the attached proposal (Exhibit A) to provide study and design phase professional and technical services for the City of Franklin's Water Treatment Plant Improvements project. We understand the scope of the project will consist of a new hydrochloric acid (HCl) storage and feed building and a new filter-to-waste drain system downstream of the existing granular activated carbon (GAC) filters. The attached proposal describes our proposed scope of services, compensation, and schedule for each phase of the project.

In summary, we propose to complete the scope of services described in Exhibit A in accordance with the agreed-to schedule and a not-to-exceed fee of **\$205,000.00**. A breakdown of the compensation by Project phase is included in Exhibit B.

Again, thank you for the opportunity to provide you with the attached proposal. Please feel free to contact me if you have any questions.

Sincerely,
Gresham Smith

A handwritten signature in blue ink, appearing to read 'GSP' followed by a stylized flourish.

Craig Parker, P.E.
Senior Vice President

EXHIBIT A

Professional Services Proposal

WTP Improvements – New HCl Building

City of Franklin, TN

Gresham Smith (hereinafter referred to as “**Engineer**”) proposes to provide Study and Design phase professional, technical and support services for the WTP Improvements – New Hydrochloric Acid (HCl) Building project (hereinafter referred to as “**Project**”) for the City of Franklin Water Management Department (hereinafter referred to as “**Owner**”).

Our understanding of the Project as well as our proposed scope of services, compensation, and schedule for completing the necessary tasks are presented below.

1. Project Understanding

We understand Owner’s objectives of the Project are to: (1) evaluate two potential locations for a new HCl storage and feed system building in the vicinity of the existing Chemical Building and recommend optimization of the chemical feed system (i.e., tote vs. bulk storage, etc.); (2) design a new HCL storage and feed system building at the recommended location to separate the HCl from other chemicals presently stored in the WTP’s existing Chemical Building; and (3) design a new filter-to-waste drain system post-GAC that will allow operators to waste filtered water for a determined amount of time to mitigate turbidity in the finished water immediately following backwash cycles of the GAC vessels.

2. Scope of Services

a. General

Engineer will provide professional, technical, and support services for the Project, including survey, architectural, structural, civil, mechanical process, HVAC, plumbing, electrical, and instrumentation and control (I&C) disciplines. The design will comply with applicable codes as well as guidelines published by the Tennessee Department of Environment and Conservation (TDEC).

b. Study and Report Phase

The Study and Report Phase of the Project will commence upon receipt from Owner of an executed Agreement and written (e.g. electronic mail) notice to proceed. The scope of services for the Study and Report Phase will include the tasks described in this subparagraph.

1) Task 1 - Project Planning and Initiation

Engineer will:

- a) Prepare a Project Execution Plan (PEP) consisting of a detailed master Project Schedule with deliverable dates and other milestones identified and Project-specific plans for staffing, quality, risk management, change management, technology, and safety.
- b) Schedule and conduct an internal project team kick-off meeting to review the PEP, present Project goals and objectives, and establish key measures of success.
- c) Schedule and conduct a kick-off meeting with Owner to enable Engineer to review with Owner the PEP, including the detailed master Project Schedule, and establish lines of communication and processes for decision making, change management, and risk management. Engineer will prepare and distribute an agenda for the meeting, conduct the meeting, and document the meeting via a meeting summary that will be distributed to all attendees for review, comment and recordkeeping.

2) Task 2 - Assessment of Existing Conditions

Engineer will:

- a) Review existing record drawings, WTP operational data, previous studies and reports, and other pertinent data.
- b) Schedule and conduct a site reconnaissance visit to confirm existing site conditions, identify site constraints (including a structural evaluation of the existing chemical containment pad), interview operations staff, and confirm options for locating the new HCI building.
- c) Prepare a topographic and utilities survey for the Project site; set and indicate suitable horizontal and vertical control points for subsequent use by a construction contractor in laying out the Work; confirm existing structure and component dimensions; and prepare base drawings for use by the design team.

3) Task 3 - Technical Memorandum

Engineer will:

- a) Evaluate two potential HCI building locations considering the data and information gathered during the assessment of existing conditions.

- b) Evaluate potential operational improvements to the HCI storage and feed system and recommend possible solutions that optimize the system and best meet Owner's criteria and objectives for the Project.
- c) Prepare a draft Technical Memorandum (TM) that presents the results of the siting and optimization evaluation, recommended improvements, and a preliminary site/building and storage/feed system layouts. The report is to include conceptual design narratives of various disciplines involved including civil, process, I&C, electrical, and structural.
- d) Submit one electronic (".pdf") copy of the draft TM to Owner for review and comment (Owner will provide review comments within one week of receipt of draft Report); incorporate or otherwise address Owner's comments on the draft report; publish one electronic (".pdf") copy and four (4) hard copies of the final Report which provides the basis for subsequent design of the recommended improvements.

c. Design Phase

The Design Phase of the Project will commence upon publishing of the final TM to Owner. The scope of services for the Design Phase will include the tasks described in this subparagraph.

1) Task 4 – Preliminary Design

Engineer will:

- a) Coordinate design components with Owner including availability of electrical power, routing of piping and conduit, instrumentation and control requirements, and preferred equipment.
- b) Optimize configuration of proposed building for access, chemical delivery, and existing utilities and site improvements and constraints.
- c) Prepare Preliminary (60%) Plans for the proposed HCI Building, storage and feed systems, and filter-to-waste system.
- d) Prepare Preliminary Technical Specifications List for the Project.
- e) Prepare 60% Opinion of Probable Construction Cost (OPCC).
- f) Schedule and conduct a Preliminary Design workshop with Owner to review the 60% deliverables and discuss Owner's comments. Engineer will prepare and distribute an agenda for the meeting, conduct the meeting, and document the meeting via a meeting

summary that will be distributed to all attendees for review, comment and recordkeeping.

2) Task 5 – Final Design

Engineer will:

- a) Incorporate Owner's 60% comments into the Final Design documents. Develop project-specific details and finalize design documents.
- b) Prepare 90% Plans for the Project.
- c) Prepare 90% Technical Specifications for the Project.
- d) Prepare 90% OPCC for the Project.
- e) Schedule and conduct a 90% design workshop with Owner to review the 90% deliverables and discuss Owner's comments. Engineer will prepare and distribute an agenda for the meeting, conduct the meeting, and document the meeting via a meeting summary that will be distributed to all attendees for review, comment and recordkeeping.

3) Task 6 – Permit Approvals

Engineer will:

- a) Prepare an electronic submittal of the plans and specifications and upload the submittal to the TDEC Division of Water Resources (DWR) portal for review and comment.
- b) Respond, on Owner's behalf as appropriate, to comments and questions, if any, from DWR reviewer, and obtain DWR approval for the Project.
- c) Pay required fee (\$100.00) for DWR review of the Project and invoice Owner for said payment as reimbursable expense with no markup.

4) Task 7 – Bid/Construction Documents

Engineer will:

- a) Finalize, sign, and seal Bid/Construction Documents and submit to Owner one electronic (".pdf") copy and three hard copies of the Plans and Technical Specifications.
- b) Prepare and submit to Owner a final OPCC.

The Design Phase will be considered complete upon delivery by Engineer of the Bid/Construction Documents to Owner.

3. Compensation

Engineer proposes to complete the Scope of Services described herein for compensation calculated on a “time and materials” basis. Expenses and charges incurred during execution of the Project will be itemized and invoiced directly with no mark-up. Services of Subconsultant(s), if any, will be invoiced at direct cost plus five percent. A summary of the proposed compensation by task is included in **Exhibit B**. Detailed hourly back-up is provided in Attachment 1 to Exhibit B. In the event Owner requests additional services beyond those included in Paragraph 2, Engineer will provide a written proposal and amendment request. Engineer will proceed with additional services only after receipt of written authorization from Owner.

4. Schedule

Upon receipt of an executed agreement and notice to proceed, Engineer will prepare a PEP that will include a detailed schedule of the tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner as well as periodic updates as the Project progresses. Based upon the scope of services described herein, Engineer anticipates completion of all tasks within 180 calendar days following Owner’s notice to proceed.

5. Assumptions and Exclusions

- Bid and construction phase services are excluded from this scope.
- Fees other than the TDEC DWR plans review fee are excluded.
- Tasks and services not specifically included in the scope of services presented herein shall be considered “Additional Services”. If Additional Services are requested by Owner, Engineer will prepare a separate scope of services and fee proposal in a form suitable for supporting an Amendment to the Agreement for providing the Additional Services. Engineer will not commence Work on Additional Services prior to receipt of Owner’s written authorization.
- Procurement (Division 00) and General (Division 01) Requirements of the Project Specifications are assumed to be Owner.
- SCADA integration will be by Owner’s preferred vendor.
- Payments to Engineer will be in accordance with the Compensation provisions of the Agreement.
- Subsurface investigation and geotechnical evaluation are not included.
- Engineer shall be entitled to reasonably rely upon the information and data provided by Owner and Owner’s agents or obtained from generally accepted sources within the industry without independent verification except and to the extent Engineer knows or in the exercise of reasonable care should know the document or information is inaccurate or incomplete.

- The Project Schedule is contingent upon timely receipt of information from and completion of reviews of draft deliverables by Owner. In the event Engineer is delayed in performance of services by any act or negligence of Owner or any agent therefor, or by acts of God, strikes, lockouts, accidents, pandemic or other events beyond the control of Engineer, Engineer and Owner agree that Engineer's compensation and work schedule for the affected task(s) may be equitably adjusted. In the event delays in the Project are encountered for any reason, Engineer and Owner agree to undertake reasonable steps to mitigate the effect(s) of such delays.
- It is assumed that the filter-to-waste drain system can be accomplished entirely within the existing membrane building with piping and actuated valving.
- Landscape architecture services are excluded.
- The only permitting requirement is assumed to be the plans review submittal to TDEC.

EXHIBIT B
Compensation Summary
WTP Improvements – New HCI Building
City of Franklin, TN

Phase/Task	Compensation
Study and Report Phase (Tasks 1 – 3)	\$57,000
Design Phase (Tasks 4-7)	\$145,000
Estimated Reimbursable Expenses	\$3,000
Total Not-to-Exceed Compensation	\$205,000

ATTACHMENT 1 - WORK BREAKDOWN STRUCTURE

City of Franklin, TN
WTP Improvements
Hourly, Not-to-Exceed

		TASK SUMMARY		Craig Parker	Brittany Bishop	Ben Luke	Orlando Gomez	Ron Abraham	Doug Keisler	Ryan Hibbard	Jason Fukuda	Joe Hsiung	Sarah Haynes	Grant Karnes	Johnathan Woodside	Jim Daniel	Peter Schefcick	Stefan Bryan	Carly Shafer	Matt Bingham	Chris Goetz	Nathan Guessetto	Elliott Hernandez	Brandi Amos	Olga T
Task	Description of Task	Task Hours	Task Fee	Project Executive	Project Manager	Senior Project Engineer	Sr. BIM Mgr	QC Reviewer/SME	Electrical Engineer	Electrical Designer	Structural Engineer	Structural Designer	MP BIM	Civil Designer	Mech/HVAC Engineer	Mech/HVAC Designer	Architect	Arch Designer	Water EIT	Survey Technician	Survey Manager	Survey Crew	I&C Engineer	Admin	APM
				\$275	\$205	\$225	\$200	\$275	\$245	\$150	\$245	\$150	\$150	\$150	\$245	\$150	\$225	\$150	\$125	\$100	\$205	\$140	\$225	\$95	\$165
1	Project Planning and Initiation																								
	TOTAL TASK 1 HOURS	106	\$21,090	4	48	8	2	2	2	2	2	2	2	0	2	2	2	2	2	0	0	0	2	2	16
	TASK 1 SUBTOTAL	106	\$21,090	\$1,100	\$9,840	\$1,800	\$400	\$550	\$490	\$300	\$490	\$300	\$300	\$0	\$490	\$300	\$450	\$300	\$250	\$0	\$0	\$0	\$450	\$190	\$2,640
2	Conditions																								
	TOTAL TASK 2 HOURS	110	\$18,820	0	6	10	0	4	4	2	8	6	4	2	2	2	4	2	10	20	4	16	2	0	0
	TASK 2 SUBTOTAL	110	\$18,820	\$0	\$1,230	\$2,250	\$0	\$1,100	\$980	\$300	\$1,960	\$900	\$600	\$300	\$490	\$300	\$900	\$300	\$1,250	\$2,000	\$820	\$2,240	\$450	\$0	\$0
3	Technical Memorandum																								
	TOTAL TASK 3 HOURS	90	\$17,170	2	6	16	0	8	4	0	6	4	0	8	2	0	2	0	28	0	0	0	2	0	0
	TASK 3 SUBTOTAL	90	\$17,170	\$550	\$1,230	\$3,600	\$0	\$2,200	\$980	\$0	\$1,470	\$600	\$0	\$1,200	\$490	\$0	\$450	\$0	\$3,500	\$0	\$0	\$0	\$450	\$0	\$0
4	Preliminary Design																								
	TOTAL TASK 4 HOURS	330	\$61,490	2	4	20	4	8	32	40	16	24	44	24	8	20	14	16	16	0	0	0	20	0	0
	TASK 4 SUBTOTAL	330	\$61,490	\$550	\$820	\$4,500	\$800	\$2,200	\$7,840	\$6,000	\$3,920	\$3,600	\$6,600	\$3,600	\$1,960	\$3,000	\$3,150	\$2,400	\$2,000	\$0	\$0	\$0	\$4,500	\$0	\$0
5	Final Design																								
	TOTAL TASK E HOURS	386	\$72,290	2	4	26	4	8	46	40	22	24	44	24	8	28	20	16	32	0	0	0	22	0	0
	TASK E SUBTOTAL	386	\$72,290	\$550	\$820	\$5,850	\$800	\$2,200	\$11,270	\$6,000	\$5,390	\$3,600	\$6,600	\$3,600	\$1,960	\$4,200	\$4,500	\$2,400	\$4,000	\$0	\$0	\$0	\$4,950	\$0	\$0
6	Permit Approvals																								
	TOTAL TASK F HOURS	32	\$5,950	0	4	4	0	0	0	2	2	0	4	0	2	0	2	0	8	0	0	0	2	0	0
	TASK F SUBTOTAL	32	\$5,950	\$0	\$820	\$900	\$0	\$0	\$0	\$300	\$490	\$0	\$600	\$0	\$490	\$0	\$450	\$0	\$1,000	\$0	\$0	\$0	\$450	\$0	\$0
7	Bid/Construction Documents																								
	TOTAL TASK G HOURS	30	\$5,770	0	2	4	0	0	2	2	2	2	2	2	2	0	2	0	2	0	0	0	2	2	0
	TASK G SUBTOTAL	30	\$5,770	\$0	\$410	\$900	\$0	\$0	\$490	\$300	\$490	\$300	\$300	\$300	\$490	\$0	\$450	\$0	\$250	\$0	\$0	\$0	\$450	\$190	\$0
Estimated Project Hours Subtotal				10	74	88	10	30	90	88	58	62	100	60	26	52	46	36	98	20	4	16	52	4	16
Estimated Labor				\$2,750	\$15,170	\$19,800	\$2,000	\$8,250	\$22,050	\$13,200	\$14,210	\$9,300	\$15,000	\$9,000	\$6,370	\$7,800	\$10,350	\$5,400	\$12,250	\$2,000	\$820	\$2,240	\$11,700	\$380	\$2,640
Reimbursable Expenses		\$2,420																							
TDEC Plans Review Fee		\$100																							
Total Not-to-Exceed Fee:		\$205,000																							

March 3, 2025

Ms. Michelle Hatcher, PE
Director of Water Management
City of Franklin Public Works
124 Lumber Drive
Franklin, Tennessee 37064

Attention: Brian Goodwin, PE

Subject: **Professional Services Proposal**
 WTP Improvements – New Hydrochloric Acid Building
 Franklin, Tennessee

Dear Ms. Hatcher:

Thank you for the opportunity to submit the attached proposal (Exhibit A) to provide study and design phase professional and technical services for the City of Franklin's Water Treatment Plant Improvements project. We understand the scope of the project will consist of a new hydrochloric acid (HCl) storage and feed building and a new filter-to-waste drain system downstream of the existing granular activated carbon (GAC) filters. The attached proposal describes our proposed scope of services, compensation, and schedule for each phase of the project.

In summary, we propose to complete the scope of services described in Exhibit A in accordance with the agreed-to schedule and a not-to-exceed fee of **\$205,000.00**. A breakdown of the compensation by Project phase is included in Exhibit B.

Again, thank you for the opportunity to provide you with the attached proposal. Please feel free to contact me if you have any questions.

Sincerely,
Gresham Smith

A handwritten signature in blue ink, appearing to read 'GSP' followed by a stylized flourish.

Craig Parker, P.E.
Senior Vice President

EXHIBIT A
Professional Services Proposal
WTP Improvements – New HCl Building
City of Franklin, TN

Gresham Smith (hereinafter referred to as “**Engineer**”) proposes to provide Study and Design phase professional, technical and support services for the WTP Improvements – New Hydrochloric Acid (HCl) Building project (hereinafter referred to as “**Project**”) for the City of Franklin Water Management Department (hereinafter referred to as “**Owner**”).

Our understanding of the Project as well as our proposed scope of services, compensation, and schedule for completing the necessary tasks are presented below.

1. Project Understanding

We understand Owner’s objectives of the Project are to: (1) evaluate two potential locations for a new HCl storage and feed system building in the vicinity of the existing Chemical Building and recommend optimization of the chemical feed system (i.e., tote vs. bulk storage, etc.); (2) design a new HCL storage and feed system building at the recommended location to separate the HCl from other chemicals presently stored in the WTP’s existing Chemical Building; and (3) design a new filter-to-waste drain system post-GAC that will allow operators to waste filtered water for a determined amount of time to mitigate turbidity in the finished water immediately following backwash cycles of the GAC vessels.

2. Scope of Services

a. General

Engineer will provide professional, technical, and support services for the Project, including survey, architectural, structural, civil, mechanical process, HVAC, plumbing, electrical, and instrumentation and control (I&C) disciplines. The design will comply with applicable codes as well as guidelines published by the Tennessee Department of Environment and Conservation (TDEC).

b. Study and Report Phase

The Study and Report Phase of the Project will commence upon receipt from Owner of an executed Agreement and written (e.g. electronic mail) notice to proceed. The scope of services for the Study and Report Phase will include the tasks described in this subparagraph.

1) Task 1 - Project Planning and Initiation

Engineer will:

- a) Prepare a Project Execution Plan (PEP) consisting of a detailed master Project Schedule with deliverable dates and other milestones identified and Project-specific plans for staffing, quality, risk management, change management, technology, and safety.
- b) Schedule and conduct an internal project team kick-off meeting to review the PEP, present Project goals and objectives, and establish key measures of success.
- c) Schedule and conduct a kick-off meeting with Owner to enable Engineer to review with Owner the PEP, including the detailed master Project Schedule, and establish lines of communication and processes for decision making, change management, and risk management. Engineer will prepare and distribute an agenda for the meeting, conduct the meeting, and document the meeting via a meeting summary that will be distributed to all attendees for review, comment and recordkeeping.

2) Task 2 - Assessment of Existing Conditions

Engineer will:

- a) Review existing record drawings, WTP operational data, previous studies and reports, and other pertinent data.
- b) Schedule and conduct a site reconnaissance visit to confirm existing site conditions, identify site constraints (including a structural evaluation of the existing chemical containment pad), interview operations staff, and confirm options for locating the new HCI building.
- c) Prepare a topographic and utilities survey for the Project site; set and indicate suitable horizontal and vertical control points for subsequent use by a construction contractor in laying out the Work; confirm existing structure and component dimensions; and prepare base drawings for use by the design team.

3) Task 3 - Technical Memorandum

Engineer will:

- a) Evaluate two potential HCI building locations considering the data and information gathered during the assessment of existing conditions.

- b) Evaluate potential operational improvements to the HCI storage and feed system and recommend possible solutions that optimize the system and best meet Owner's criteria and objectives for the Project.
- c) Prepare a draft Technical Memorandum (TM) that presents the results of the siting and optimization evaluation, recommended improvements, and a preliminary site/building and storage/feed system layouts. The report is to include conceptual design narratives of various disciplines involved including civil, process, I&C, electrical, and structural.
- d) Submit one electronic (".pdf") copy of the draft TM to Owner for review and comment (Owner will provide review comments within one week of receipt of draft Report); incorporate or otherwise address Owner's comments on the draft report; publish one electronic (".pdf") copy and four (4) hard copies of the final Report which provides the basis for subsequent design of the recommended improvements.

c. Design Phase

The Design Phase of the Project will commence upon publishing of the final TM to Owner. The scope of services for the Design Phase will include the tasks described in this subparagraph.

1) Task 4 – Preliminary Design

Engineer will:

- a) Coordinate design components with Owner including availability of electrical power, routing of piping and conduit, instrumentation and control requirements, and preferred equipment.
- b) Optimize configuration of proposed building for access, chemical delivery, and existing utilities and site improvements and constraints.
- c) Prepare Preliminary (60%) Plans for the proposed HCI Building, storage and feed systems, and filter-to-waste system.
- d) Prepare Preliminary Technical Specifications List for the Project.
- e) Prepare 60% Opinion of Probable Construction Cost (OPCC).
- f) Schedule and conduct a Preliminary Design workshop with Owner to review the 60% deliverables and discuss Owner's comments. Engineer will prepare and distribute an agenda for the meeting, conduct the meeting, and document the meeting via a meeting

summary that will be distributed to all attendees for review, comment and recordkeeping.

2) Task 5 – Final Design

Engineer will:

- a) Incorporate Owner's 60% comments into the Final Design documents. Develop project-specific details and finalize design documents.
- b) Prepare 90% Plans for the Project.
- c) Prepare 90% Technical Specifications for the Project.
- d) Prepare 90% OPCC for the Project.
- e) Schedule and conduct a 90% design workshop with Owner to review the 90% deliverables and discuss Owner's comments. Engineer will prepare and distribute an agenda for the meeting, conduct the meeting, and document the meeting via a meeting summary that will be distributed to all attendees for review, comment and recordkeeping.

3) Task 6 – Permit Approvals

Engineer will:

- a) Prepare an electronic submittal of the plans and specifications and upload the submittal to the TDEC Division of Water Resources (DWR) portal for review and comment.
- b) Respond, on Owner's behalf as appropriate, to comments and questions, if any, from DWR reviewer, and obtain DWR approval for the Project.
- c) Pay required fee (\$100.00) for DWR review of the Project and invoice Owner for said payment as reimbursable expense with no markup.

4) Task 7 – Bid/Construction Documents

Engineer will:

- a) Finalize, sign, and seal Bid/Construction Documents and submit to Owner one electronic (".pdf") copy and three hard copies of the Plans and Technical Specifications.
- b) Prepare and submit to Owner a final OPCC.

The Design Phase will be considered complete upon delivery by Engineer of the Bid/Construction Documents to Owner.

3. Compensation

Engineer proposes to complete the Scope of Services described herein for compensation calculated on a “time and materials” basis. Expenses and charges incurred during execution of the Project will be itemized and invoiced directly with no mark-up. Services of Subconsultant(s), if any, will be invoiced at direct cost plus five percent. A summary of the proposed compensation by task is included in **Exhibit B**. Detailed hourly back-up is provided in Attachment 1 to Exhibit B. In the event Owner requests additional services beyond those included in Paragraph 2, Engineer will provide a written proposal and amendment request. Engineer will proceed with additional services only after receipt of written authorization from Owner.

4. Schedule

Upon receipt of an executed agreement and notice to proceed, Engineer will prepare a PEP that will include a detailed schedule of the tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner as well as periodic updates as the Project progresses. Based upon the scope of services described herein, Engineer anticipates completion of all tasks within 180 calendar days following Owner’s notice to proceed.

5. Assumptions and Exclusions

- Bid and construction phase services are excluded from this scope.
- Fees other than the TDEC DWR plans review fee are excluded.
- Tasks and services not specifically included in the scope of services presented herein shall be considered “Additional Services”. If Additional Services are requested by Owner, Engineer will prepare a separate scope of services and fee proposal in a form suitable for supporting an Amendment to the Agreement for providing the Additional Services. Engineer will not commence Work on Additional Services prior to receipt of Owner’s written authorization.
- Procurement (Division 00) and General (Division 01) Requirements of the Project Specifications are assumed to be Owner.
- SCADA integration will be by Owner’s preferred vendor.
- Payments to Engineer will be in accordance with the Compensation provisions of the Agreement.
- Subsurface investigation and geotechnical evaluation are not included.
- Engineer shall be entitled to reasonably rely upon the information and data provided by Owner and Owner’s agents or obtained from generally accepted sources within the industry without independent verification except and to the extent Engineer knows or in the exercise of reasonable care should know the document or information is inaccurate or incomplete.

- The Project Schedule is contingent upon timely receipt of information from and completion of reviews of draft deliverables by Owner. In the event Engineer is delayed in performance of services by any act or negligence of Owner or any agent therefor, or by acts of God, strikes, lockouts, accidents, pandemic or other events beyond the control of Engineer, Engineer and Owner agree that Engineer's compensation and work schedule for the affected task(s) may be equitably adjusted. In the event delays in the Project are encountered for any reason, Engineer and Owner agree to undertake reasonable steps to mitigate the effect(s) of such delays.
- It is assumed that the filter-to-waste drain system can be accomplished entirely within the existing membrane building with piping and actuated valving.
- Landscape architecture services are excluded.
- The only permitting requirement is assumed to be the plans review submittal to TDEC.

EXHIBIT B
Compensation Summary
WTP Improvements – New HCI Building
City of Franklin, TN

Phase/Task	Compensation
Study and Report Phase (Tasks 1 – 3)	\$57,000
Design Phase (Tasks 4-7)	\$145,000
Estimated Reimbursable Expenses	\$3,000
Total Not-to-Exceed Compensation	\$205,000

ATTACHMENT 1 - WORK BREAKDOWN STRUCTURE

City of Franklin, TN
WTP Improvements
Hourly, Not-to-Exceed

		TASK SUMMARY		Craig Parker	Brittany Bishop	Ben Luke	Orlando Gomez	Ron Abraham	Doug Keisler	Ryan Hibbard	Jason Fukuda	Joe Hsiung	Sarah Haynes	Grant Karnes	Johnathan Woodside	Jim Daniel	Peter Schefcick	Stefan Bryan	Carly Shafer	Matt Bingham	Chris Goetz	Nathan Guessetto	Elliott Hernandez	Brandi Amos	Olga T
Task	Description of Task	Task Hours	Task Fee	Project Executive	Project Manager	Senior Project Engineer	Sr. BIM Mgr	QC Reviewer/SME	Electrical Engineer	Electrical Designer	Structural Engineer	Structural Designer	MP BIM	Civil Designer	Mech/HVAC Engineer	Mech/HVAC Designer	Architect	Arch Designer	Water EIT	Survey Technician	Survey Manager	Survey Crew	I&C Engineer	Admin	APM
				\$275	\$205	\$225	\$200	\$275	\$245	\$150	\$245	\$150	\$150	\$150	\$245	\$150	\$225	\$150	\$125	\$100	\$205	\$140	\$225	\$95	\$165
1	Project Planning and Initiation																								
	TOTAL TASK 1 HOURS	106	\$21,090	4	48	8	2	2	2	2	2	2	2	0	2	2	2	2	2	0	0	0	2	2	16
	TASK 1 SUBTOTAL	106	\$21,090	\$1,100	\$9,840	\$1,800	\$400	\$550	\$490	\$300	\$490	\$300	\$300	\$0	\$490	\$300	\$450	\$300	\$250	\$0	\$0	\$0	\$450	\$190	\$2,640
2	Conditions																								
	TOTAL TASK 2 HOURS	110	\$18,820	0	6	10	0	4	4	2	8	6	4	2	2	2	4	2	10	20	4	16	2	0	0
	TASK 2 SUBTOTAL	110	\$18,820	\$0	\$1,230	\$2,250	\$0	\$1,100	\$980	\$300	\$1,960	\$900	\$600	\$300	\$490	\$300	\$900	\$300	\$1,250	\$2,000	\$820	\$2,240	\$450	\$0	\$0
3	Technical Memorandum																								
	TOTAL TASK 3 HOURS	90	\$17,170	2	6	16	0	8	4	0	6	4	0	8	2	0	2	0	28	0	0	0	2	0	0
	TASK 3 SUBTOTAL	90	\$17,170	\$550	\$1,230	\$3,600	\$0	\$2,200	\$980	\$0	\$1,470	\$600	\$0	\$1,200	\$490	\$0	\$450	\$0	\$3,500	\$0	\$0	\$0	\$450	\$0	\$0
4	Preliminary Design																								
	TOTAL TASK 4 HOURS	330	\$61,490	2	4	20	4	8	32	40	16	24	44	24	8	20	14	16	16	0	0	0	20	0	0
	TASK 4 SUBTOTAL	330	\$61,490	\$550	\$820	\$4,500	\$800	\$2,200	\$7,840	\$6,000	\$3,920	\$3,600	\$6,600	\$3,600	\$1,960	\$3,000	\$3,150	\$2,400	\$2,000	\$0	\$0	\$0	\$4,500	\$0	\$0
5	Final Design																								
	TOTAL TASK E HOURS	386	\$72,290	2	4	26	4	8	46	40	22	24	44	24	8	28	20	16	32	0	0	0	22	0	0
	TASK E SUBTOTAL	386	\$72,290	\$550	\$820	\$5,850	\$800	\$2,200	\$11,270	\$6,000	\$5,390	\$3,600	\$6,600	\$3,600	\$1,960	\$4,200	\$4,500	\$2,400	\$4,000	\$0	\$0	\$0	\$4,950	\$0	\$0
6	Permit Approvals																								
	TOTAL TASK F HOURS	32	\$5,950	0	4	4	0	0	0	2	2	0	4	0	2	0	2	0	8	0	0	0	2	0	0
	TASK F SUBTOTAL	32	\$5,950	\$0	\$820	\$900	\$0	\$0	\$0	\$300	\$490	\$0	\$600	\$0	\$490	\$0	\$450	\$0	\$1,000	\$0	\$0	\$0	\$450	\$0	\$0
7	Bid/Construction Documents																								
	TOTAL TASK G HOURS	30	\$5,770	0	2	4	0	0	2	2	2	2	2	2	2	0	2	0	2	0	0	0	2	2	0
	TASK G SUBTOTAL	30	\$5,770	\$0	\$410	\$900	\$0	\$0	\$490	\$300	\$490	\$300	\$300	\$300	\$490	\$0	\$450	\$0	\$250	\$0	\$0	\$0	\$450	\$190	\$0
Estimated Project Hours Subtotal				10	74	88	10	30	90	88	58	62	100	60	26	52	46	36	98	20	4	16	52	4	16
Estimated Labor				\$2,750	\$15,170	\$19,800	\$2,000	\$8,250	\$22,050	\$13,200	\$14,210	\$9,300	\$15,000	\$9,000	\$6,370	\$7,800	\$10,350	\$5,400	\$12,250	\$2,000	\$820	\$2,240	\$11,700	\$380	\$2,640
Reimbursable Expenses		\$2,420																							
TDEC Plans Review Fee		\$100																							
Total Not-to-Exceed Fee:		\$205,000																							



File #: 21-0282

DATE: March 3, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2025-07, An Ordinance To Reduce The Speed Limit On Liberty Pike From Mack Hatcher Parkway To Knoll Top Lane 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 2025-07, An Ordinance To Reduce The Speed Limit On Liberty Pike From Mack Hatcher Parkway To Knoll Top Lane To Thirty-Five Miles Per Hour (35 MPH)

BACKGROUND/STAFF COMMENTS:

Residents located along Liberty Pike between Mack Hatcher Parkway and Knoll Top Lane have expressed concern about the 40 mph speed limit, given that this section of roadway has sidewalks close to the vehicular travel lanes, is residential in nature, and has Centennial High School students walking to school along Liberty Pike. The residents have also stated that this section is also sandwiched between two 35 mph sections of Liberty Pike, making inconsistent speed limits along the extents of the roadway. The residents requested reduction of the speed limit to 35 mph to match the other sections of Liberty Pike and to enhance safety along this section.

After Engineering review of this section of Liberty Pike, Engineering staff recommends approval to reduce the speed limit to 35 mph, matching the other sections of Liberty Pike and in the interest of pedestrian and student safety.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends that Ordinance 2025-07 be recommended for approval by the Board of Mayor and Aldermen.

ORDINANCE 2025-07

**AN ORDINANCE TO REDUCE THE SPEED LIMIT ON LIBERTY PIKE FROM
MACK HATCHER PARKWAY TO KNOLL TOP LANE 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 was requested to study vehicular speeds along Liberty Pike in said limits; and

WHEREAS, the current speed limit of Liberty Pike in said limits is forty miles per hour (40 mph); and

WHEREAS, Liberty Pike in said limits runs east/west between residential neighborhoods and in between thirty five miles per hour (35 mph) sections of Liberty Pike; 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 Liberty Pike; 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, to stay consistent with the speed limit of the other similar sections of Liberty Pike; 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 Liberty Pike, from Mack Hatcher Parkway to Knoll Top Lane 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:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Angie Skarp

City Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

William E. Squires

Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:



File #: 21-0271

DATE: February 27, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Amendment 3 To COF Contract No. 2019-0091, With CDM Smith, Inc. For The Robinson Lake Dam Rehabilitation At A Cost Increase Not To Exceed \$753,010

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 3 to COF Contract No. 2019-0091.

BACKGROUND/STAFF COMMENTS:

On April 9, 2019, the Board of Mayor and Aldermen approved a PSA (COF Contract No. 2019-0091) with CDM to design the rehabilitation/reconstruction of the Robinson Lake dam. On June 23, 2020, the BOMA approved Amendment 1 to include park elements such as the multi-use trail, parking lot, pedestrian bridges and lighting.

In July 2021, City staff identified a breach in the existing embankment of Robinson Lake. After inspecting the breach with our consultant team, it was determined that we needed to enter into an emergency contract to drain the lake. City staff work with Civil Constructors to breach the embankment and drain the lake. This work was completed between July 2021 - September 2021. The final cost associated with this work was \$236,644.65.

On October 10, 2024, sealed bids for the construction of the Robinson Lake Dam were received by city staff and Haren Construction was the apparent low bidder. During construction of the dam, a certified professional engineering firm is required to be on site to monitor the installation in addition to responding to RFI's and reviewing submittals. Amendment 3 will allow for these services to be provided by CDM Smith.

FINANCIAL IMPACT:

Amendment No. 3, as proposed, is for a lump sum cost of \$753,010. With approval of this amendment, the total ceiling for this PSA (COF Contract No. 2019-0139) will become \$1,642,220.

RECOMMENDATION:

Staff recommends that Amendment 3 to COF Contract No. 2019-0091 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 3 TO
COF CONTRACT NO. 2019-0091

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and CDM Smith, Inc. (hereinafter referred to as “CDM” or “Consultant”) as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and CDM entered into an agreement, COF Contract No. 2019-0091, dated April 9, 2019 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to perform the engineering related services for the Robinson Lake Dam Rehabilitation Project; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of Six Hundred Two Thousand Three Hundred and No/100 Dollars (\$602,300.00) for engineering related services, as detailed in the Scope of Services; and

WHEREAS, on June 23, 2020, the Board of Mayor and Aldermen (“BOMA”) of the City of Franklin, Tennessee approved Amendment No. 1 to the Agreement with the Consultant for additional engineering services for a Fee increase not to exceed One Hundred Fifty-Nine Thousand Nine Hundred Sixty and No/100 Dollars (\$159,960.00); and

WHEREAS on January 25, 2022, BOMA approved Amendment No. 2 to the Agreement with the Consultant for an increase in engineering services in the lump sum amount of One Hundred Twenty-Six Thousand Nine Hundred Fifty and No/100 Dollars (\$126,950.00); and

WHEREAS, the parties desire to further amend the Agreement to include additional construction administration services provided by the Consultant to the City during the construction period of the project; and

WHEREAS, the Consultant has provided a Proposal (Exhibits A & B, attached hereto) dated August 19, 2024, for additional construction administration services for a lump sum not to exceed a total amount of **Seven Hundred Fifty Three Thousand Ten and No/100 Dollars (\$753,010.00)**; and

WHEREAS, the City and CDM desire to amend the Agreement as set forth herein.

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 Agreement is hereby amended and restated as follows:
2. Consultant’s Responsibilities and Duties. The Consultant agrees to perform the additional Work as proposed in Exhibits A & B, dated August 19, 2024, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City’s Responsibilities and Duties. The City shall pay the Consultant for the cost of the Work as described in Exhibit A & B in the amount not to exceed **Seven Hundred Fifty-Three Thousand Ten and No/100 Dollars (\$753,010.00)**.

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

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

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

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

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

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

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

11. All other provisions of the Agreement, dated April 9, 2019, as amended, are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Angie Skarp, City Administrator

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

CONSULTANT:

CDM SMITH, INC:

Signed by:
By:  _____
3F9D95BE22B9442...

Print Name & Title: Aaron Rogge Client Service Leader

Date: 3/13/2025

Exhibit A

Robinson Lake Dam Rehabilitation Project (Scope of Work and Summary of Fees)

August 19, 2024

This Scope of Work and Summary of Fees is Exhibit A of the Contract for Services between the City of Franklin (OWNER) and CDM Smith Inc. (ENGINEER) for professional services for the Robinson Lake Dam Rehabilitation Project (Project).

1. The Basic Services of ENGINEER are amended to add the following services:

ENGINEER has prepared a Contract for General Services during Construction and Resident Project Representative Services as described in the tasks presented herein.

For this project, ENGINEER is providing a project team with key staff consisting of a Client Service Leader, Project Manager, Project Technical Lead, Project Administrator, Resident Project Representative (RPR), Geotechnical/Engineer of Record, Structural Engineer, and Civil Engineer.

The project team described above will have primary responsibility for the day-to-day activities for the Project; however, other staff will be used as necessary to support the project team or provide specialty technical guidance. If any significant change to the above organization is required, ENGINEER will notify the OWNER's Project Manager immediately and will work with the OWNER's Project Manager to provide a qualified alternative staffing plan. The following provides a general description of the key project team responsible for the execution of the work provided herein:

- ENGINEER's Project Manager will be the day-to-day contact for the OWNER; will attend key project meetings including the pre-construction meeting and monthly progress meetings; and perform coordination of project staff.
- During construction, ENGINEER's Project Administrator will be responsible for day-to-day coordination and communication with ENGINEER's Project Manager, Resident Project Representative (RPR) and CONTRACTOR's Project Manager, attending the pre-construction meeting and monthly progress meetings, scheduling submittal reviews, and other necessary contract coordination.
- ENGINEER's RPR will perform the services as enumerated in Task 2.
- ENGINEER's Senior Technical Support Staff will be responsible for providing clarification to the project design as required throughout construction, observing critical elements of the construction, review of final project record drawings, and observing that the project is completed in accordance with the Contract Documents.

Task 1 –General Services during Construction

It has been assumed that the construction duration will be 78 weeks (approximately 18 months) from Notice to Proceed (NTP) to substantial completion. This Agreement would need to be amended to provide additional compensation if the construction period exceeds 78 weeks.

Under Task 1, ENGINEER will provide general services during construction and will administer the construction phase as the OWNER's representative and primary contact with the General

CONTRACTOR.

Bidding Services

ENGINEER's project manager will attend a pre-bid meeting in person at a time and location chosen by the OWNER. ENGINEER's geotechnical engineer (Engineer of Record) will participate in the meeting via conference call. The OWNER will prepare and distribute a summary of meeting minutes to document items discussed with the parties in attendance as part of the first addendum. ENGINEER will contribute to the meeting minutes by providing answers to specific questions. ENGINEER is not responsible for distribution of plan sets to prospective bidders. The OWNER will coordinate all responses to contract and design document addenda. ENGINEER's staff will assist the OWNER in providing technical responses associated with the design. Twenty (20) pre-bid requests for information (RFIs) are assumed.

Pre-Construction Meeting

ENGINEER will attend and participate in the pre-construction meeting, which will be scheduled, organized and administered by the OWNER's project manager, and attended by the CONTRACTOR and major SUBCONTRACTORS. The meeting will be conducted by the OWNER's Project Manager and will be used to discuss project lines of communication, submittal requirements, project responsibilities, scheduling and sequencing of tasks and other critical items. OWNER's team, with review and feedback by ENGINEER team, will prepare meeting minutes for distribution to all meeting attendees. Engineer of Record will attend the pre-construction meeting virtually.

Monthly Payment Applications

ENGINEER will assist the OWNER with the review of the CONTRACTOR's monthly payment applications (18 assumed) for completeness of the CONTRACTOR's application and supporting documentation, focusing on the work associated with the dam and appurtenances; and including current project schedule, progress of record drawings of "as-built" conditions, and CONTRACTOR's reports. In addition, ENGINEER will assist the OWNER with review and certify CONTRACTOR's requests for monthly progress payments.

Shop Drawing Review

ENGINEER will review shop drawings specified for submittal by the CONTRACTOR, including material testing data from the CONTRACTOR's Quality Control Testing Laboratory and third-party Quality Assurance Testing Laboratory. ENGINEER will maintain all shop drawing files and logs and will be responsible for transmitting shop drawing review comments to the CONTRACTOR. Budget assumes 150 original submittals plus second submittal.. All submittals reaching third submittal stage or greater will be tracked separately for tracking costs to be paid for by CONTRACTOR for excessive reviews. A copy of all documentation will be placed in CONTRACTOR's electronic filing system, which the OWNER's staff will have access.

Construction Administration

The permit for rehabilitation of the dam will require the Engineer of Record to confirm that construction is performed in accordance with the Contract Documents. ENGINEER will perform the following administrative services during construction:

- Review CONTRACTOR's schedule of values as requested by the OWNER for dam-related activities.
- Develop a record and report system appropriate for the work and approved by the OWNER and verify and maintain records of all reports submitted by the CONTRACTOR. As part of the record system, the CONTRACTOR will set-up an electronic database, referred to as an electronic document management system such as e-Builder™ or equivalent, where all files will be retained for review by the project team,

including the ENGINEER and OWNER. The electronic document management system will allow controlled access to the ENGINEER's, CONTRACTOR's, and OWNER's project teams and provide electronic notification when files have been uploaded or updated. At the completion of the project, CONTRACTOR will provide the OWNER with an electronic file of all project documentation.

- Assist in reviewing daily records (both written and photographic) of the construction, including weather, labor, equipment, and materials and provide monthly summaries as discussed above, as requested by the OWNER for dam-related activities.
- Respond in writing to CONTRACTOR Requests for Information (RFIs) and requests for clarification, including necessary supporting documentation. Up to 70 RFIs are assumed in the Project budget.
- Review change order proposals, including cost estimates for construction contract changes and prepare Change Orders for OWNER review and execution. It is assumed review of Change Orders will be covered within the 70 RFIs above in the overall Project Budget.
- Prepare and submit special reports on work performed under Change Order and Extra Work provisions of the contract.
- Review, make recommendations, and provide supporting written documentation if needed regarding disputes and claims by the CONTRACTOR.
- Assist in reviewing and commenting on the CONTRACTOR's construction schedule included with monthly invoice reports, as requested by the OWNER for dam-related activities.
- Check that the CONTRACTOR completes Work in accordance with the General Conditions, Standard General Provisions, Project Special Provisions and Technical Specifications for dam-related activities.
- Assist in reviewing project closeout documentation and providing final project inspection to check that punch list items have been completed at Final Completion, as requested by the OWNER for dam-related activities.
- Assist in verifying CONTRACTOR's request for final contract payment, as requested by the OWNER for dam-related activities.
- Conduct final inspection of the project for compliance with technical provisions of the contract. A walk-through inspection of the project will be accomplished with the OWNER, CONTRACTOR, and ENGINEER. Items found to be unsatisfactory to the OWNER will be submitted by ENGINEER to the CONTRACTOR in writing. ENGINEER will check that each item is corrected to the satisfaction of the OWNER. ENGINEER will provide certification that the project was constructed in general accordance with the specifications.

Progress Meetings and Specialty Project Meetings

ENGINEER will attend up to 18 monthly progress meetings and up to 4 specialty project meetings. ENGINEER's project manager will attend these meetings in person and Engineer of Record will attend virtually. Miscellaneous project meetings; include but are not limited to, pre-construction kick-off, foundation grouting, dewatering and stormwater by-pass, and concrete reinforcing, as well as other key technical aspects of the dam construction. Agenda and summary meeting notes will be prepared for the monthly progress meetings and all specialty project meetings by the OWNER, and all meetings will be documented by digital recording device.

Specialty Site Visits

ENGINEER will conduct specialty site visits prior to and during the construction of key project features to review the requirements of the work with the CONTRACTOR, review progress of the work and address any technical concerns. Field reports will be prepared for each site visit specifying the nature of the visit, documenting discussions, and providing a general record of the visit. A copy of the field report will be provided to the OWNER's Project Manager. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's Work nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to the work of CONTRACTOR or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its Work in accordance with the Contract Documents

At a minimum, specialty site visits will be conducted to review the following construction elements:

- Foundation grouting operations
- Sediment removal and cofferdam construction
- Embankment foundation preparation and construction
- Auxiliary spillway foundation preparation and construction
- NRCS riser and impact stilling basin foundation preparation and construction

ENGINEER has estimated the following full-day specialty site visits:

- **Geotechnical Site Visits (33 days, 15 site visits)**
 - Foundation grouting operations (5 days, 1 site visit)
 - Sediment removal and cofferdam construction (2 days, 1 site visit)
 - Embankment foundation preparation and construction (4 days, 2 site visits)
 - Auxiliary spillway foundation preparation and construction (2 days, 1 site visit)
 - NRCS riser and impact stilling basin foundation preparation and construction (2 days, 1 site visit)
 - Engineer-of-Record site visits (12 days, 6 site visits)
 - Senior technical reviewer site visits (6 days, 3 site visits)
- **Structural Site Visits (6 days, 6 site visits)**
 - Auxiliary spillway (3 days, 3 site visits)
 - NRCS riser and impact stilling basin foundation preparation and construction (2 days, 2 site visits)
 - Pedestrian Bridge (1 days, 1 site visit)

Record Drawings

Redline drawings developed during the project will be scanned and uploaded to CONTRACTOR's electronic document management system as modifications occur, but at a frequency of no more than once per week. For budgeting purposes, it has been assumed that the drawings will be prepared by the CONTRACTOR with review by the ENGINEER.

Record Drawings will be provided on electronic media to the OWNER at Project Completion by the CONTRACTOR.

Task 2 – Resident Project Representative Services

ENGINEER, through ENGINEER's subconsultant, C&T Engineering & Inspections, will provide

observation by a Resident Project Representative familiar with construction activities and services for up to 39 weeks (5 days per week, 8 hours per day) out of the 78-week construction duration. Hours beyond 40 per week as the result of the contractor's schedule will be considered out-of-scope. The RPR will be familiar with the proposed contract documents (including General Conditions, Standard General Provisions, Project Special Provisions and Technical Specifications, and measurement and payment section details). Costs payable to ENGINEER's subconsultant will be marked up at 10%. The RPR will provide services for dam-related activities as described in Exhibit B of this Agreement, which will generally include the following:

- Observe daily construction activities during dam construction to determine compliance with the plans and specifications, workmanship and progress in accordance with the approved schedule.
- Document daily construction activities through written field reports and photographs.
- Maintain a set of redline drawings in the field, documenting changes to the bid documents as a result of Field Orders, RFIs, Change Orders and clarifications.
- Upload field reports and photographs to the electronic document management system no later at the end of each work week with a goal of the close of business of the day following observations.
- Coordinate with CONTRACTOR on measurement of quantities.
- Prepare preliminary punch list of close out items.
- Observe and verify performance testing by the CONTRACTOR's Quality Control Laboratory and OWNER's Quality Assurance Laboratory.

2. The responsibilities of the OWNER include the following:

- Attend, manage and participate in project meetings.
- Review the proposed contract documents (form of contract, general conditions, and supplementary conditions) in accordance with the project schedule.
- Pay all required permit fees.
- Coordinate with other City, State and Federal agencies as required.

3. The responsibilities of the ENGINEER include the following:

- Provide letter of certification that the project has been constructed in general conformance with the project plans and specifications as necessary or required by review agencies.

4. The time periods for the performance of ENGINEER's services are amended as follows:

The time period for Task 1 and 2 is 74 weeks to substantial completion and 78 weeks to final completion starting from Notice to Proceed (NTP) to CONTRACTOR, assumed to be issued in January, 2025. Should overall duration beyond June 2026 be extended due to influences outside CDM Smith's control, an amendment for schedule and cost adjustment may be necessary.

5. The method of payment for services rendered by ENGINEER is as set forth below:

The upper limit cost for the Basic Services included within Tasks 1 and 2 is \$753,010 as detailed on Table 1 attached.

ENGINEER shall be compensated for the services performed under this Contract based on the number of hours expended by ENGINEER's employees times the applicable hourly billing rates

provided below plus SUBCONTRACTOR costs, if any SUBCONTRACTOR utilized, with a 10% mark-up.

Project Billing Rates	
Category	Rate
Project Manager	\$240
Senior Technical Specialist	\$270
Technical Specialist	\$250
Senior Engineer/Scientist	\$230
Engineer/Scientist VII	\$210
Engineer/Scientist VI	\$180
Engineer/Scientist V	\$170
Engineer/Scientist IV	\$160
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Engineer/Scientist I	\$120
Junior Engineer	\$110
Resident Project Representative	\$115.50
Project Accounting	\$105
Administrative	\$105

Exhibit B

ENGINEER will furnish a Resident PROJECT Representative (RPR) to assist ENGINEER in observing progress and work quality of the CONTRACTOR related to the dam construction (not including general traffic improvements, landscaping, lighting, boardwalk installation, etc.). This Agreement includes one part-time RPR budgeted at 40 hours/week over 39-week period (1,560 hours) commencing approximately 1 month after Notice to Proceed (total assumed construction duration (i.e., NTP to final completion) is 24 months). The RPR is anticipated to work both part-time and full-time during the construction depending upon the stage of dam construction. This Agreement would require an amendment to provide additional compensation for RPR services should the 39-week period (1,560 hours) be exceeded. The budget for this project assumes the CONTRACTOR will provide the RPR with an onsite field trailer and associated facilities for the construction duration.

- *OWNER and ENGINEER agree that representation at the site will be provided. ENGINEER will provide one RPR to assist ENGINEER in observing the progress and work quality of the CONTRACTOR related to the dam construction. PROJECT representation will be on a full-time basis and is intended to be at a sufficient level to inspect the CONTRACTOR's Work and discharge its responsibilities under the Construction Administration scope of services.*
- *The RPR will be selected, employed, and directed by ENGINEER. The duties, responsibilities, and limitations of authority of the RPR will be described in the General Conditions of the Contract Documents and as detailed herein.*
- *Through more extensive on-site observations of the work in-progress and field checks of materials and equipment by the RPR, ENGINEER will use reasonable effort to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR. However, ENGINEER will not, during such visits or as a result of such observation of CONTRACTOR's work in-progress, supervise, direct, or have control over CONTRACTOR's work, nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by CONTRACTOR, for safety procedures and programs incident to the work of CONTRACTOR, for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes, or orders applicable to CONTRACTOR's performing and furnishing the work, or responsibility of construction for CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents.*

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and per the Contract Documents and are further limited and described as follows:

- *General*
 - *RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR's dealing with CONTRACTOR's SUBCONTRACTORS will only be through or with the full knowledge and approval of CONTRACTOR. RPR will generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.*
- *Duties and Responsibilities of RPR:*

- *Schedules: RPR will review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.*
- *Conferences and Meetings: RPR will attend meetings with CONTRACTOR such as pre-construction conferences, monthly progress meetings, job conferences, and other PROJECT-related meetings.*
- *Liaison: RPR will serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.*
- *RPR will assist in obtaining from OWNER additional details or information when required for proper execution of the Work.*
- *Shop Drawings and Samples:*
 - *RPR will advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.*
- *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - *RPR will conduct on-site observation of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.*
 - *RPR will report to ENGINEER whenever RPR believes that any Work will not produce a completed PROJECT that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.*
 - *RPR will verify that tests are conducted in the presence of appropriate personnel; and that CONTRACTOR maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and results.*
 - *RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record the results of these inspections, and report to ENGINEER.*
 - *RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.*
 - *Interpretation of Contract Documents: RPR will report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.*

- *Modifications: RPR will consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.*
- Records:
 - *RPR will maintain electronic files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to CONTRACTOR, and other PROJECT-related documents.*
 - *RPR will prepare a daily report, recording CONTRACTOR's hours on the job site, weather conditions, number and types of labor personnel onsite, equipment onsite, equipment in use, work completed each day, data relative to questions regarding Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations (in general), and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.*
 - *RPR will record names, addresses and telephone numbers of CONTRACTORS, SUBCONTRACTORS, and major suppliers of materials and equipment.*
- Reports:
 - *RPR will furnish to ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.*
 - *RPR will consult with ENGINEER in advance of scheduled major tests, inspection, or start of important phases of the Work.*
 - *RPR will recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.*
 - *RPR will report immediately to ENGINEER and OWNER the occurrence of any accident.*
- Payment Requests:
 - *RPR will review Applications for Payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requests to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.*
- Completion:
 - *Before ENGINEER issues a Certificate of Substantial Completion, RPR will submit to CONTRACTOR a list of observed items requiring completion or correction.*

- *RPR will observe whether CONTRACTOR has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work including, but not limited to, those to be performed by public agencies having jurisdiction over the Work.*
- *RPR will conduct a final walk-through in the presence of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.*
- *RPR will observe whether items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.*
- *Limitations of Authority by RPR:*
 - *RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) unless authorized by ENGINEER.*
 - *RPR will not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.*
 - *RPR will not undertake any of the responsibilities of CONTRACTOR, SUBCONTRACTORS, Suppliers, or CONTRACTOR's superintendent.*
 - *RPR will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.*
 - *RPR will not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.*
 - *RPR will not authorize OWNER to occupy the PROJECT in whole or in part.*
 - *RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.*

Table 1
Summary of Budget by Subtask
Robinson Lake Dam Rehabilitation

		General Services During Construction									
LABOR	Rate	Bidding Services	Pre-Construction Mtg	Pay Applications	Shop Drawings	Construction Admin	Meetings	Site Visits	Record Drawings	RPR Services	Totals
Senior Technical Specialist	\$270				8	250			8		266
Technical Specialist	\$250	22	2		90	114	90	184	12		514
Project Manager	\$240	6	8	18		339	54				425
Senior Engineer/Scientist	\$230					140					140
Engineer/Scientist VII	\$210				8	48					56
Engineer/Scientist VI	\$180					10			8		18
Engineer/Scientist V	\$170				14	12					26
Engineer/Scientist IV	\$160				67	47	18	462	60		654
Engineer/Scientist III	\$145				50	13		72	72		207
Engineer/Scientist II	\$130				83	41					124
Engineer/Scientist I	\$120				144	40					184
Junior Engineer	\$110					5					5
Project Accounting	\$105					44					44
Administrative	\$105					84					84
											0
											0
TOTAL HOURS		28	10	18	464	1187	162	718	160	0	2747
TOTAL DOLLARS		\$6,940	\$2,420	\$4,320	\$74,760	\$257,005	\$38,340	\$130,360	\$26,640	\$0	\$540,785
OTHER DIRECT COSTS											
Lodging @ \$125/night		\$0	\$0	\$0	\$0	\$0	\$0	\$5,625	\$0	\$0	\$5,625
M&IE @ \$69/day		\$0	\$0	\$0	\$0	\$0	\$0	\$2,691	\$0	\$0	\$2,691
Airfare @ \$750		\$0	\$0	\$0	\$0	\$2,500	\$0	\$15,750	\$0	\$0	\$18,250
Car Rental @ \$85/day		\$0	\$0	\$0	\$0	\$0	\$0	\$3,315	\$0	\$0	\$3,315
Mileage @ \$0.67/mile		\$0	\$0	\$0	\$0	\$0	\$0	\$670	\$0	\$0	\$670
Miscellaneous Equipment/Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$1,494	\$0	\$0	\$1,494
TOTAL ODCs Plus 0% Markup		\$0	\$0	\$0	\$0	\$2,500	\$0	\$29,545	\$0	\$0	\$32,045
OUTSIDE PROFESSIONALS											
C&T Engineering & Inspection										\$163,800	\$163,800
Subtotal OPs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$163,800	\$163,800
Total OPs Plus 10% Markup	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,180	\$180,180
TOTALS		\$6,940	\$2,420	\$4,320	\$74,760	\$259,505	\$38,340	\$159,905	\$26,640	\$180,180	\$753,010



File #: 21-0308

DATE: March 11, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Change Order 4 (Final Change Order) 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 Increase Of \$4,533.12

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 4 (Final) 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 4 is to increase the project funding by \$4,533.12 to account for the final contract amount due to the contractor due to various line item overruns. While certain bid items were less than originally stated, the final change order summary for project overruns outweighs the deductions by an amount of \$4,533.12.

FINANCIAL IMPACT:

The financial impact is minimal for this final change order and can be covered by current City funding sources.

RECOMMENDATION:

Staff recommends that Change Order 4 (Final Change Order) 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 #4 (FINAL/SUMMARY)

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 adjust the contract amount represented by the final project quantities. (See attached Final Change Order Summary)

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

☒ Not Change, ☐ Increase by ___ 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: \$+4,533.12

Pending Change Orders: \$0.00

Total Change Orders:: \$65,413.12

New Contract Amount: \$1,035,257.12

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

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 4 (Final/Summary)**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

[illegible]

Now, Therefore, We, Stansell Electric Company, Inc. Contractors, and Fidelity and Deposit Company of Maryland, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

Marty McWilliams, PE, PMP

02/27/2025

Engineer/CEI (Signature)

Date _____

3/7/2025

Approved

By:

Contractor (Signature)

Date _____

3/11/2025

By:

Surety (Signature)

Date

By:

Owner (Signature)

Date

**Approved for
Eligibility**

By:

Local Programs (Signature)

Date

APPROVED

By Simchah Edwards at 3:35 pm, Mar 05, 2025

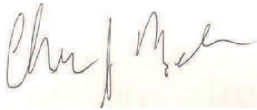
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

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 Christopher Nolan, 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 3rd day of January A.D. 2025.

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



By: **Christopher Nolan**
Vice President



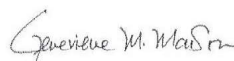
By: **Dawn E. Brown**
Secretary



**State of Maryland
County of Baltimore**

On this 3rd day of January A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, 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
Notary Public
My Commission Expire January 27, 2029



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 11th day of March, 2025.



Mary Jean Pethick
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

City of Franklin SR-96 Traffic Signal Improvements Project
Federal Project #: CM-NH-96(59)
State Project #: 94LPLM-F3-110 PIN 127913.00
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
105-01.50	CONSTRUCTION LAYOUT	LS	1	\$ 17,000.00	1.00	\$ 17,000.00	\$17,000.00	\$0.00	\$ -	\$ -
604-10.07	CONCRETE REMOVAL	LS	1	\$ 12,700.00	1.00	\$ 12,700.00	\$12,700.00	\$0.00	\$ -	\$ -
701-02.03	CONCRETE CURB RAMP	S.F.	1,218	\$ 24.00	500.88	\$ 29,232.00	\$12,021.12	(\$17,210.88)	\$ -	\$ (17,210.88)
702-01.02	CONCRETE CURB	L.F.	80	\$ 350.00	100.00	\$ 28,000.00	\$35,000.00	\$7,000.00	\$ 7,000.00	\$ -
712-01	TRAFFIC CONTROL	LS	1	\$ 53,000.00	1.00	\$ 53,000.00	\$53,000.00	\$0.00	\$ -	\$ -
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	260	\$ 33.00	50.00	\$ 8,580.00	\$1,650.00	(\$6,930.00)	\$ -	\$ (6,930.00)
712-05.01	WARNING LIGHTS (TYPE A)	EACH	6	\$ 30.00	0.00	\$ 180.00	\$0.00	(\$180.00)	\$ -	\$ (180.00)
712-06	SIGNS (CONSTRUCTION)	S.F.	653	\$ 10.00	248.00	\$ 6,530.00	\$2,480.00	(\$4,050.00)	\$ -	\$ (4,050.00)
712-07.02	TEMPORARY BARRICADES (TYPE II)	L.F.	24	\$ 20.00	4.00	\$ 480.00	\$80.00	(\$400.00)	\$ -	\$ (400.00)
712-08.01	UNIFORMED POLICE OFFICER	DOLL	1	\$ 9,200.00	1.68	\$ 9,200.00	\$15,456.00	\$6,256.00	\$ 6,256.00	\$ -
712-08.03	ARROW BOARD (TYPE C)	EACH	2	\$ 1,400.00	2.00	\$ 2,800.00	\$2,800.00	\$0.00	\$ -	\$ -
713-15.07	SUSPENDED FLAT SHEET ALUMINUM SIGN (0.080" THICK)	EACH	12	\$ 400.00	12.00	\$ 4,800.00	\$4,800.00	\$0.00	\$ -	\$ -
713-16.50	REMOVE AND REPLACE SIGN (TN-69B)	EACH	1	\$ 470.00	1.00	\$ 470.00	\$470.00	\$0.00	\$ -	\$ -
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	151	\$ 50.00	151.00	\$ 7,550.00	\$7,550.00	\$0.00	\$ -	\$ -
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	66	\$ 35.00	42.00	\$ 2,310.00	\$1,470.00	(\$840.00)	\$ -	\$ (840.00)
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	187	\$ 2.00	0.00	\$ 374.00	\$0.00	(\$374.00)	\$ -	\$ (374.00)
717-01	MOBILIZATION	LS	1	\$ 46,600.00	1.00	\$ 46,600.00	\$46,600.00	\$0.00	\$ -	\$ -
725-20.91	CCTV CAMERA SYSTEM (PAN TILT & ZOOM)	EACH	4	\$ 5,900.00	4.00	\$ 23,600.00	\$23,600.00	\$0.00	\$ -	\$ -
725-24.41	BURN-IN PERIOD	LS	1	\$ 5,200.00	1.00	\$ 5,200.00	\$5,200.00	\$0.00	\$ -	\$ -
725-24.55	AS-BUILT PLANS	LS	1	\$ 8,000.00	1.00	\$ 8,000.00	\$8,000.00	\$0.00	\$ -	\$ -
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	10	\$ 600.00	10.00	\$ 6,000.00	\$6,000.00	\$0.00	\$ -	\$ -
730-01.03	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 16,500.00	1.00	\$ 16,500.00	\$16,500.00	\$0.00	\$ -	\$ -
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	4	\$ 1,000.00	6.00	\$ 4,000.00	\$6,000.00	\$2,000.00	\$ 2,000.00	\$ -
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	2	\$ 1,700.00	2.00	\$ 3,400.00	\$3,400.00	\$0.00	\$ -	\$ -
730-02.30	SIGNAL HEAD ASSEMBLY (140 A4F LEFT WITH BACKPLATE)	EACH	12	\$ 1,300.00	12.00	\$ 15,600.00	\$15,600.00	\$0.00	\$ -	\$ -
730-02.31	SIGNAL HEAD ASSEMBLY (140 A4F RIGHT WITH BACKPLATE)	EACH	3	\$ 1,300.00	3.00	\$ 3,900.00	\$3,900.00	\$0.00	\$ -	\$ -
730-02.41	SIGNAL HEAD MODIFICATION (BACKPLATE)	EACH	3	\$ 350.00	3.00	\$ 1,050.00	\$1,050.00	\$0.00	\$ -	\$ -
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	10	\$ 950.00	7.00	\$ 9,500.00	\$6,650.00	(\$2,850.00)	\$ -	\$ (2,850.00)
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	2,881	\$ 2.00	3805.00	\$ 5,762.00	\$7,610.00	\$1,848.00	\$ 1,848.00	\$ -
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	3,552	\$ 3.00	4305.00	\$ 10,656.00	\$12,915.00	\$2,259.00	\$ 2,259.00	\$ -
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	585	\$ 22.00	375.00	\$ 12,870.00	\$8,250.00	(\$4,620.00)	\$ -	\$ (4,620.00)
730-13.13	VEHICLE DETECTOR (RADAR)	EACH	21	\$ 9,900.00	21.00	\$ 207,900.00	\$207,900.00	\$0.00	\$ -	\$ -

City of Franklin SR-96 Traffic Signal Improvements Project
Federal Project #: CM-NH-96(59)
State Project #: 94LPLM-F3-110 PIN 127913.00
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
730-13.14	VEHICLE DETECTOR (360-DEGREE CAMERA)	EACH	2	\$ 29,000.00	3.00	\$ 58,000.00	\$87,000.00	\$29,000.00	\$ 29,000.00	\$ -
730-13.15	VEHICLE DETECTOR (TWO 360-DEGREE CAMERA)	EACH	3	\$ 37,000.00	3.00	\$ 111,000.00	\$111,000.00	\$0.00	\$ -	\$ -
730-15.07	CABINET (SIXTEEN PHASE BASE MOUNTED)	EACH	9	\$ 21,000.00	9.00	\$ 189,000.00	\$189,000.00	\$0.00	\$ -	\$ -
730-15.11	MODIFY CABINET (NEW DEVICES)	EACH	7	\$ 1,100.00	3.00	\$ 7,700.00	\$3,300.00	(\$4,400.00)	\$ -	\$ (4,400.00)
730-21.02	WOOD POLE (SIGNAL SUPPORT) CLASS 3, 40' LENGTH	EACH	2	\$ 3,800.00	2.00	\$ 7,600.00	\$7,600.00	\$0.00	\$ -	\$ -
730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	3	\$ 800.00	4.00	\$ 2,400.00	\$3,200.00	\$800.00	\$ 800.00	\$ -
730-23.30	PEDESTAL POLE (10' PEDESTRIAN)	EACH	8	\$ 2,100.00	8.00	\$ 16,800.00	\$16,800.00	\$0.00	\$ -	\$ -
730-26.10	PEDESTRIAN SIGNAL HEAD W/PUSHBUTTON & 15IN SIGN	EACH	9	\$ 1,100.00	9.00	\$ 9,900.00	\$9,900.00	\$0.00	\$ -	\$ -
801-02	SEEDING (WITHOUT MULCH)	UNIT	1	\$ 1,850.00	0.50	\$ 1,850.00	\$925.00	(\$925.00)	\$ -	\$ (925.00)
801-03	WATER (SEEDING AND SODDING)	M.G.	1	\$ 1,850.00	0.00	\$ 1,850.00	\$0.00	(\$1,850.00)	\$ -	\$ (1,850.00)
CO #1	730-35.06 Battery Backup System	Each	7	\$7,230.00	7.00	\$ 50,610.00	\$50,610.00	\$0.00	\$ -	\$ -
CO #2	725-20.84 Radio Antenna (Connected Vehicle) Installation only	Each	13	\$790.00	13.00	\$ 10,270.00	\$10,270.00	\$0.00	\$ -	\$ -
	TOTALS					\$ 1,030,724.00	\$1,035,257.12		\$ 49,163.00	\$ (44,629.88)
	Final Contract Price					\$1,035,257.12			\$4,533.12	

EXPLANATION OF OVERRUNS AND UNDERRUNS - LOCAL PROGRAMS

CONTRACT:	2022-0116	STATE PROJECT	NO.:	94LPLM-F3-110	COUNTY:	WILLIAMSON
		FEDERAL	PROJECT NO.:	CM-NH-96(59)	PIN:	127913
		Original Contract Amount		\$969,844.00		
		15%		\$145,476.60		
		40%		\$387,937.60		

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QTY.	+ OVERRUN UNDERRUN	EXPLANATION
701-02.03	CONCRETE CURB RAMP	S.F.	1,218	-717.12	Quantity reduced due to proposed ramps being modified during a previous TDOT resurfacing project along SR96.
702-01.02	CONCRETE CURB	L.F.	80	+20	Additional quantity needed to assure curb ramps were ADA compliant.
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	260	-210	Reduced quantity used. Item not needed due to using only temporary lane closures(using cones) and not having to use extended / overnight closures.
712-05.01	WARNING LIGHTS (TYPE A)	EACH	6	-6	Item not needed due to using only temporary lane closures and not having to use extended / overnight closures.
712-06	SIGNS (CONSTRUCTION)	S.F.	653	-405	Estimated quantities included signage that were to be used as temporary traffic control and was paid as part of item 712-01 Traffic Control.
712-07.02	TEMPORARY BARRICADES (TYPE II)	L.F.	24	-20	Reduced quantity used. Item not needed due to using only temporary lane closures and not having to use extended / overnight closures.
712-08.01	UNIFORMED POLICE OFFICER	DOLL	1	+0.68	Additional police officers were needed during cabinet change outs and intersections were dark.
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	66	-24	Quantity over estimated.
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	187	-187	No conflicting marking needed to be removed.
725-20.84	RADIO ANTENNA (CONNECTED VEHICLE) INSTALLATION ONLY	EACH	0	+13	See Change Order #2
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	4	+2	Additional 130 signal heads were needed at intersection of Center Point / Hwy 96 to meet safety requirments.
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	10	-3	Proposed conduit runs were able to be achieved with lesser pullboxes than estimated.
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	2,881	+924	Cable runs varied from plans. Alternate paths taken at various intersections to achieve proper placements.
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	3,552	+753	Cable runs varied from plans. Alternate paths taken at various intersections to achieve proper placements.
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	585	-210	Used exisiting conduit at various intersections thus minimizing the quantity need to be installed.
730-13.14	VEHICLE DETECTOR (360-DEGREE CAMERA)	EACH	2	+1	Additional detector added to intersection of Arno Rd / Hwy 96. Detector was to be installed in a prior project that was never constructed.
730-15.11	MODIFY CABINET (NEW DEVICES)	EACH	7	-4	Plans called for Opticom equipment to removed and reinstalled in new cabinets. After project began it was determined that Opticom equipment did not need to be reinstalled therefore was removed. 3 of the 7 items was performed prior to finding out this item did not need to be done.
730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	3	+1	Additional device needed on SW corner of Centerpoint / Hwy 96 to guy signal span crossing Centerpoint.
730-35.06	BATTERY BACKUP SYSTEM	EACH	0	+7	See Change Order #1
801-02	SEEDING (WITHOUT MULCH)	UNIT	1	-0.5	Not needed for disturbed areas
801-03	WATER (SEEDING AND SODDING)	M.G.	1	-1	Sufficient rainfall, not needed.

MAJOR ITEMS					
Item No.	Description	Original Quantity	Original Price	Original Monies	Accumulated Monies
730-13.13	VEHICLE DETECTOR (RADAR)	21.000	\$9,900.0000	\$207,900.00	\$207,900.00
730-15.07	CABINET (SIXTEEN PHASE BASE MOUNTED)	9.000	\$21,000.0000	\$189,000.00	\$396,900.00
				\$0.00	\$396,900.00
				\$0.00	\$396,900.00

40% OF ORIGINAL CONTRACT AMOUNT					
Item No.	Description	Original Quantity	Original Price	Original Monies	Accumulated Monies
730-13.13	VEHICLE DETECTOR (RADAR)	21.000	\$9,900.0000	\$207,900.00	\$207,900.00
730-15.07	CABINET (SIXTEEN PHASE BASE MOUNTED)	9.000	\$21,000.0000	\$189,000.00	\$396,900.00
				\$0.00	\$396,900.00
				\$0.00	\$396,900.00

ITEMS NOT USED ON PROJECT					
Item No.	Description	Original Quantity	Original Price	Original Monies	Accumulated Monies
712-05.01	WARNING LIGHTS (TYPE A)	6	\$30	\$180.00	\$180.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	187	\$2	\$374.00	\$554.00
801-03	WATER (SEEDING AND SODDING)	1	\$1,850	\$1,850.00	\$2,404.00
				\$0.00	\$2,404.00
				\$0.00	\$2,404.00

101.64- Major and Minor Items. Major Items will be determined as follows:

- a. Any original contract item having a value of 15% or more of the original contract amount, based on the original estimated quantity, shall be a major item.
- b. The accumulation of the least number of individual items that total at least 40% of the original contract amount also shall be major items. The items shall be totaled sequentially starting with the largest item (based on original prices and quantities).
- c. Any items that do not meet (a) or (b) above shall be minor items.

CIRCULAR LETTER

Section: 109.03 Compensation for Altered Quantities
 Number: 109.03-01
 Subject: Overrun and Underrun Explanations
 Date: December 1, 2009

Explanations for overruns and underruns on revised and/or final estimates are to be provided in accordance with the following guidelines:

1. Explanations are to be given if an item is not used.
2. Explain items covered by a Supplemental Agreement by referring to the Supplemental Agreement, e.g., See Supplemental Agreement No. _____.
3. Explain items covered by a Plans Revision by referring to the Plans Revision, e.g., See Plans Revision dated _____.
4. Explanations are to be given for overruns or underruns on major items (as defined in Subsection 101.64 of the Standard Specifications) if the final quantity varies from the original quantity by 10% or more.
5. Explanations are to be given if the Engineer extends time due to overruns in accordance with Subsection 108.06 of the Standard Specifications and Circular Letter 108.06-02.
6. Explanations are to be given for overruns and underruns due to other factors considered significant by the project Supervisor.

Explanations for changes not consistent with the above will be required if deemed significant by the Regional Construction Office, Headquarters Construction Office or Federal Highway Administration.

Marty D. McWilliams

From: Marty D. McWilliams
Sent: Monday, January 27, 2025 10:38 AM
To: Adam Moser
Subject: PIN 127913.00 COF SR96 Traffic Signal Improvements - Final Qty and Cost
Attachments: PIN 127913.00 SR96 Traffic Signal Improvements - Final Change Order Summary.pdf

Adam,

See attached final summary of quantities and cost for the project. The original contract cost was \$1,030,724.00 and the final cost ended up at \$1,035,257.12, an overrun of \$4,533.12. Please review the attached summary and let me know if you approve of the finals. I will need your concurrence to attach with CO#4 (Final /Summary CO) that I send to TDOT LPDO for approval.

Let me know if you have any questions.

Thaks

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



Marty D. McWilliams

From: Adam Moser <adam.moser@franklintn.gov>
Sent: Monday, January 27, 2025 10:50 AM
To: Marty D. McWilliams
Subject: RE: PIN 127913.00 COF SR96 Traffic Signal Improvements - Final Qty and Cost

Marty

I am fine with this overrun. Quantities are good.

I'm assuming we don't need a summary of why certain items are +/- do we? I can't remember the percentages that that was required. For example, curb ramp, sodding, seeding, etc because they were installed with the TDOT repaving project. Just wanted to make sure you didn't need me to review the over/under run descriptions.

From: Marty D. McWilliams <mmcwilliams@corrado.com>
Sent: Monday, January 27, 2025 10:38 AM
To: Adam Moser <adam.moser@franklintn.gov>
Subject: PIN 127913.00 COF SR96 Traffic Signal Improvements - Final Qty and Cost

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,

See attached final summary of quantities and cost for the project. The original contract cost was \$1,030,724.00 and the final cost ended up at \$1,035,257.12, an overrun of \$4,533.12. Please review the attached summary and let me know if you approve of the finals. I will need your concurrence to attach with CO#4 (Final /Summary CO) that I send to TDOT LPDO for approval.

Let me know if you have any questions.

Thaks

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



Marty D. McWilliams

From: Jeremy Messer <jmesser@stansellelectric.com>
Sent: Monday, November 25, 2024 12:00 PM
To: Marty D. McWilliams
Subject: RE: PIN 127913.00 COF SR96 Traffic Signal Improvements - Final Summary of Quantities
Attachments: PIN 127913.00 SR96 Traffic Signal Improvements - Final Change Order Summary.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Marty,

I agree with the final quantities as reflected on the attached Final Change Order Summary.

Thanks,
Jeremy.

From: Marty D. McWilliams <mmcwilliams@corradino.com>
Sent: Monday, November 25, 2024 10:13 AM
To: Jeremy Messer <jmesser@stansellelectric.com>
Subject: PIN 127913.00 COF SR96 Traffic Signal Improvements - Final Summary of Quantities

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.

Jeremy,

Pleas review. These are the final quantities for the project and should agree with final submitted invoice. Let me know if you agreed or disagree with finals.

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





File #: 21-0338

DATE: March 14, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2022-0221, With The Corradino Group, Inc. For The SR96 Traffic Signal Improvement Project At A Cost Increase Not To Exceed \$23,502.17

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2022-0221.

BACKGROUND/STAFF COMMENTS:

In March of 2023, the City of Franklin entered into a Professional Services Agreement with Corradino Group, Inc. (Corradino) for the SR-96 (Murfreesboro Road) Traffic Signal Improvements Project. This professional services agreement was for the Construction Engineering and Inspection (CEI) services providing oversight for the SR-96 Traffic Signal Improvements Project. Due to construction project delays from weather and various supply chain issues, Corradino incurred additional field inspection time, project management time and equipment hours while the construction contract was pushed out 64 days (per COF Contract 2022-0116 with Stansell Electric - Change Order #3). This amendment adds the incurred CEI costs to Contract 2022-0221.

FINANCIAL IMPACT:

This will cost the City an additional \$23,502.17.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2022-0221 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. 1 TO Construction, Engineering, Inspection Services on the SR-96 Traffic
Signal Improvements Project (PIN 127913.00)**

COF Contract No. 2022-0221

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and The Corradino Group, Inc. as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and The Corradino Group, Inc. entered into an agreement (COF Contract No. 2022-0221) dated March 14, 2023 (the “Agreement”); and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of Ninety Two Thousand One Hundred Sixty Five and No/100 Dollars (\$92,165.00) to provide construction, engineering, and inspection services as detailed in the Scope of Services; and

WHEREAS, the Consultant has provided a Proposal (“Attachment A”), dated March 12, 2025, to provide the additional services requested by the city at a Lump Sum Cost Increase of Twenty Three Thousand Five Hundred Two and 17/100 Dollars (\$23,502.17); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an Amendment to the Agreement for the Project as proposed; and

WHEREAS, the City and The Corradino Group, Inc. desire to amend the Agreement as set forth herein.

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 Agreement is hereby amended and restated as follows:
2. Consultant’s Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, dated March 12, 2025, 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 **Twenty Three Thousand Five Hundred Two and 17/100 Dollars (\$23,502.17)**;

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

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

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

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

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

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

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

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

11. All other provisions of the Agreement, dated March 14, 2023 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Eric Stuckey, City Administrator

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

The Corradino Group, Inc.:

By: _____

Title: _____

Date: _____

March 12, 2025

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

SUBMITTED VIA EMAIL TO ADAM.MOSER@FRANKLINTN.GOV

RE: Request for Change Order to COF Contract 2022-0221 for Additional Costs and Fee Associated to Providing Construction Engineering Inspection (CEI) on the City of Franklin's SR-96 Traffic Signal Improvements Project (PIN 127913.00)

Dear Mr. Moser,

Attached for your review and approval is our change order request to COF Contract 2022-0221 for providing CEI services on the SR-96 Traffic Signal Improvements Project (PIN 127913.00). We request additional funding for CEI services due to the following:

1. In our original proposal for a construction contract period of 1 year or 365 calendar days, we estimated that inspection work would take approximately 7 weeks or 35 days. As you are aware, the project did not progress as we had thought or expected. The contractor took a longer time to complete installation tasks that we assumed would take considerably less time. The construction contract time was extended via Construction Change Order #3 by an additional 64 calendar days to a construction contract period of 429 calendar days. I have Daily Work Reports (DWRs) documenting 73 days of field inspection through September 10, 2024, the Construction Completion Date. The actual days required for inspection exceeded the projected inspection days by 38 days. We respectfully request additional compensation to cover the 38 additional days of inspection and associated charges for project management.
2. In our original proposal it was assumed that the contractor would only run field operations during the day or at night but not both. We proposed using one inspector to cover the day or night operations but during June 10 – 13, 2024 the contractor elected to run field operations during the day and night. This meant that Corradino would need to provide an inspector to cover nighttime operations and an inspector to cover daytime operations. This additional inspector was not accounted for in the original proposal. We respectfully request additional compensation to cover the 4 additional days of inspection and associated charges for project management.

I have included a breakdown of actual charges on the project since our last submitted invoice. Our last invoice submitted for payment was dated 7/22/2024 and included partial payment for work performed between 6/1/24 – 6/30/24. Due to contract ceiling limitations, we withheld 77 hours of work performed by Sr. Inspector 1 for inspections between 6/1/24 – 6/30/24. We continued to perform our contract responsibilities in hopes that our requested contract supplement would be approved once the construction contract was in the final stage of completion. Below I have included summary information for charges since our June 2024 Invoice.

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

June 2024 (Partial) \$8,153.49

Sr. Inspector 1 77 Hours

9 Truck Days

July 2024 \$4,440.60

Project Manager 7.5 Hours

Sr. Inspector 1 4.5 Hours

Sr. Inspector 2 18 Hours

4 Truck Days

Geotech Services (ECS Southeast LLC)

August 2024 \$4,590.73

Project Manager 14.5 Hours

Sr. Inspector 1 1 Hour

Sr. Inspector 2 13 Hours

3 Truck Days

September 2024 \$4,844.10

Project Manager 14 Hours

Sr. Inspector 2 17 Hours

3 Truck Days

October 2024 \$498.81

Project Manager 2.5 Hours

November 2024 \$399.05

Project Manager 2 Hours

December 2024 \$99.76

Project Manager 0.5 Hours

January 2025 – April 2025 (Estimated) \$1,197.15

Project Manager 6 Hours

For reference I have attached detailed charges for the above summary.

The total outstanding and estimated charges for CEI services between June 1, 2024, and April 30, 2025, equals \$24,223.69. The balance remaining in the original CEI contract is \$721.52 therefore we are requesting a Change Order to COF 2022-0221 in the amount of **\$23,502.17**.

We appreciate the opportunity to present this Change Order request to the City of Franklin. Should you have any questions or require additional information you may reach me by telephone at (901) 604-7634 or by email at mmcwilliams@corradino.com.

Sincerely,

THE CORRADINO GROUP, INC.



Marty McWilliams, PE, PMP

TN Construction Services Manager

Project Charges since June 2024:

June 2024	Date	Day	Hours	Truck Day
Sr. Inspector 1	6/3/2024	Monday	8	X
Sr. Inspector 1	6/4/2024	Tuesday	8	X
Sr. Inspector 1	6/5/2024	Wednesday	9.5	X
Sr. Inspector 1	6/6/2024	Thursday	8	X
Sr. Inspector 1	6/7/2024	Friday	8.5	X
Sr. Inspector 1	6/10/2024	Monday	8	X
Sr. Inspector 1	6/11/2024	Tuesday	9	X
Sr. Inspector 1	6/13/2024	Thursday	9	X
Sr. Inspector 1	6/14/2024	Friday	9	X
			77	
July 2024				
Project Manager	7/9/24	Tuesday	1.5	
Project Manager	7/16/24	Tuesday	1.5	
Project Manager	7/17/24	Wednesday	1.5	
Project Manager	7/19/24	Friday	0.5	
Project Manager	7/24/24	Wednesday	1.5	
Project Manager	7/26/24	Thursday	1	
Sr. Inspector 1	7/10/24	Wednesday	4.5	X
Sr. Inspector 2	7/8/24	Monday	2	X
Sr. Inspector 2	7/9/24	Tuesday	8	X
Sr. Inspector 2	7/26/24	Thursday	8	X
			30	
August 2024				
Project Manager	8/2/24	Friday	1.0	
Project Manager	8/5/24	Monday	2.5	
Project Manager	8/7/24	Wednesday	1.5	
Project Manager	8/13/24	Tuesday	4	X
Project Manager	8/14/24	Wednesday	3.5	
Project Manager	8/28/24	Wednesday	1.0	
Project Manager	8/29/24	Thursday	1.0	
Sr. Inspector 1	8/20/24	Tuesday	1	
Sr. Inspector 2	8/16/24	Friday	1	
Sr. Inspector 2	8/19/24	Monday	6	X
Sr. Inspector 2	8/20/24	Tuesday	5	X
Sr. Inspector 2	8/22/24	Thursday	0.5	
Sr. Inspector 2	8/28/24	Wednesday	0.5	
			28.5	

September 2024	Date	Day	Hours	Truck Day
Project Manager	9/3/24	Tuesday	1.00	
Project Manager	9/4/24	Wednesday	0.50	
Project Manager	9/6/24	Friday	3.00	
Project Manager	9/11/24	Wednesday	1.50	
Project Manager	9/13/24	Friday	4.00	
Project Manager	9/23/24	Monday	1.50	
Project Manager	9/24/24	Tuesday	1.50	
Sr. Inspector 2	9/4/24	Wednesday	0.50	
Sr. Inspector 2	9/6/24	Friday	8.0	X
Sr. Inspector 2	9/10/24	Tuesday	4.0	X
Sr. Inspector 2	9/11/24	Wednesday	0.50	
Sr. Inspector 2	9/16/24	Monday	5.0	X
			31	
October 2024				
Project Manager	10/7/24	Monday	1.00	
Project Manager	10/21/24	Monday	1.00	
Project Manager	10/29/24	Tuesday	0.50	
			2.50	
November 2024				
Project Manager	11/1/24	Friday	1.00	
Project Manager	11/25/24	Monday	1.00	
			2.00	
December 2024				
Project Manager	12/13/24	Friday	0.50	
			0.50	
January – April 2025 (Estimated)				
Project Manager			6.0	

June 2024

BILLING PERIOD 6/1/24-6/30/24

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	-
	FIELD	\$	3,222.45
OVERHEAD: Payroll Additives and General & Administrative(%)			
	OFFICE	140.05%	OFFICE \$ -
	FIELD	113.65%	FIELD \$ 3,662.31
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	360.00
OTHER COSTS: (Per Schedule No. 1 - Premium Labor) or (Per Schedule No. 3 for Sub-Consultant)		\$	-
SUBTOTAL		\$	7,244.76
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report) (= LABOR x 2.35 x 12%)		\$	908.73
AMOUNT DUE THIS INVOICE		\$	8,153.49

June 2024

BILLING PERIOD 6/1/24-6/30/24

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime</u>	
					<u>Hours</u>	<u>Amount</u>
<u>OFFICE</u>	Project Manager	\$ 74.38	0	\$ -		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
	TOTAL DIRECT OFFICE LABOR		0	\$ -		

FIELD

	Project Manager	\$ 74.38	0	\$ -		
	Sr Project Inspector	\$ 41.85	77	\$ 3,222.45		
	Sr Project Inspector	\$ 48.64	0	\$ -		
	TOTAL DIRECT FIELD LABOR		77	\$ 3,222.45		
TOTAL LABOR HOURS			77			
TOTAL LABOR - OFFICE					\$ -	
TOTAL LABOR - FIELD					\$ 3,222.45	

SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)		\$ -
Lodging (# persons X # nights X rate) include description of travel		\$ -
Meals (# persons X # days X per diem)		\$ -
Other Direct Costs - (Truck Charge)	9 Days @ \$40/day	\$ 360.00
TOTAL DIRECT COSTS		\$ 360.00

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)

TOTAL OTHER COSTS	\$ -
--------------------------	-------------

****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours

July 2024

BILLING PERIOD 7/1/24-7/31/24

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	557.85
	FIELD	\$	1,063.85
OVERHEAD: Payroll Additives and General & Administrative(%)			
	OFFICE	140.05%	OFFICE \$ 781.27
	FIELD	113.65%	FIELD \$ 1,209.06
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	160.00
OTHER COSTS: (Per Schedule No. 1 - Premium Labor)			
or (Per Schedule No. 3 for Sub-Consultant)		\$	211.25
SUBTOTAL		\$	3,983.28
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report)		\$	457.32
(= LABOR x 2.35 x 12%)			
AMOUNT DUE THIS INVOICE		\$	4,440.60

July 2024

BILLING PERIOD 7/1/24-7/31/24

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
OFFICE						
	Project Manager	\$ 74.38	7.5	\$ 557.85		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
TOTAL DIRECT OFFICE LABOR			7.5	\$ 557.85		

FIELD

	Project Manager	\$ 74.38	0	\$ -		
	Sr Project Inspector	\$ 41.85	4.5	\$ 188.33		
	Sr Project Inspector	\$ 48.64	18	\$ 875.52		
TOTAL DIRECT FIELD LABOR			22.5	\$ 1,063.85		
TOTAL LABOR HOURS			30			
TOTAL LABOR - OFFICE					\$ 557.85	
TOTAL LABOR - FIELD					\$ 1,063.85	

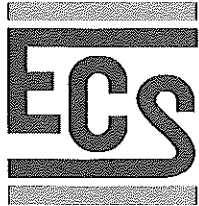
SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)	\$ -
Lodging (# persons X # nights X rate) include description of travel	\$ -
Meals (# persons X # days X per diem)	\$ -
Other Direct Costs - (Truck Charge) 4 Days @ \$40/day	\$ 160.00
TOTAL DIRECT COSTS	\$ 160.00

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)	
ECS Southeast, LLC - Laboratory Testing - Associated project management and compressive strength report reviews. Invoice 1192775, 8/11/2024.	\$ 211.25
TOTAL OTHER COSTS	\$ 211.25

****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours



PLEASE REMIT TO: NOTE: New REMIT TO Address
ECS SOUTHEAST, LLC
14030 THUNDERBOLT PLACE, SUITE 500
CHANTILLY, VA 20151

Invoice Date

8/11/2024

Invoice Number

1192775

Always Refer To
Above Number

PROJECT NAME: City of Franklin SR96 Traffic Signal
Improvements
SR96
Franklin, TN 37065
Williamson County

TO: Marty McWilliams
The Corradino Group
278 Franklin Road
Building IV, Suite 238
Brentwood, TN 37027

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
26:408703	26:6401	8/3/2024	DUE UPON RECEIPT

Please Pay
This Amount:

\$211.25

Description	Quantity	Units	Unit Price	Extension	Total
Principal Engineer	0.50	HOUR	\$200.00		\$100.00
Project Manager	0.75	HOUR	\$125.00		\$93.75
Administrative Assistant	0.25	HOUR	\$70.00		\$17.50
			Subtotal:		\$211.25

Invoice Total - Please Remit =>

\$211.25

Remarks:

CHARGES ASSOCIATED WITH COMPRESSIVE STRENGTH REPORTING

If you have any questions regarding this invoice,
please contact **Ben Fesmire** at 615.885.4983

*** BUDGET SUMMARY ***

Budget Estimate:	\$1,571.25
Previously Invoiced:	\$255.00
Amt. This Invoice:	\$211.25
Amt. Remaining:	\$1,105.00

A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUALLY) WILL BE ADDED TO ALL INVOICES UNPAID AFTER 30 DAYS

August 2024

BILLING PERIOD 8/1/24-8/31/24

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	878.27
	FIELD	\$	874.41
OVERHEAD: Payroll Additives and General & Administrative(%)			
	OFFICE	140.05%	OFFICE \$ 1,230.02
	FIELD	113.65%	FIELD \$ 993.77
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	120.00
OTHER COSTS: (Per Schedule No. 1 - Premium Labor) or (Per Schedule No. 3 for Sub-Consultant)		\$	-
SUBTOTAL		\$	4,096.47
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report) (= LABOR x 2.35 x 12%)		\$	494.26
AMOUNT DUE THIS INVOICE		\$	4,590.73

August 2024

BILLING PERIOD 8/1/24-8/31/24

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
<u>OFFICE</u>						
	Project Manager	\$ 74.38	10.5	\$ 780.99		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	2	\$ 97.28		
TOTAL DIRECT OFFICE LABOR			12.5	\$ 878.27		

FIELD

	Project Manager	\$ 74.38	4	\$ 297.52		
	Sr Project Inspector	\$ 41.85	1	\$ 41.85		
	Sr Project Inspector	\$ 48.64	11	\$ 535.04		
	Project Intern	\$ -	0	\$ -		
TOTAL DIRECT FIELD LABOR			16	\$ 874.41		
TOTAL LABOR HOURS			28.5			
TOTAL LABOR - OFFICE					\$ 878.27	
TOTAL LABOR - FIELD					\$ 874.41	

SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)	\$ -
Lodging (# persons X # nights X rate) include description of travel	\$ -
Meals (# persons X # days X per diem)	\$ -
Other Direct Costs - (Truck Charge) 3 Days @ \$40/day	\$ 120.00
TOTAL DIRECT COSTS	\$ 120.00

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)

TOTAL OTHER COSTS	\$ -
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****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours

September 2024

BILLING PERIOD 9/1/24-9/30/24

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	1,015.58
	FIELD	\$	826.88
OVERHEAD: Payroll Additives and General & Administrative(%)			
	OFFICE	140.05%	OFFICE \$ 1,422.32
	FIELD	113.65%	FIELD \$ 939.75
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	120.00
OTHER COSTS: (Per Schedule No. 1 - Premium Labor) or (Per Schedule No. 3 for Sub-Consultant)		\$	-
SUBTOTAL		\$	4,324.53
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report) (= LABOR x 2.35 x 12%)		\$	519.57
AMOUNT DUE THIS INVOICE		\$	4,844.10

September 2024

BILLING PERIOD 9/1/24-9/30/24

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
OFFICE						
	Project Manager	\$ 74.38	13	\$ 966.94		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	1	\$ 48.64		
TOTAL DIRECT OFFICE LABOR				14	\$ 1,015.58	

FIELD

	Project Manager	\$ 74.38	0	\$ -		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	17	\$ 826.88		
TOTAL DIRECT FIELD LABOR				17	\$ 826.88	
TOTAL LABOR HOURS				31		
TOTAL LABOR - OFFICE					\$ 1,015.58	
TOTAL LABOR - FIELD					\$ 826.88	

SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)		\$ -
Lodging (# persons X # nights X rate) include description of travel		\$ -
Meals (# persons X # days X per diem)		\$ -
Other Direct Costs - (Truck Charge)	3 Days @ \$40.00/day	\$ 120.00
TOTAL DIRECT COSTS		\$ 120.00

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)

TOTAL OTHER COSTS	\$ -
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****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours

October 2024

BILLING PERIOD 10/1/24-10/31/24

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	185.95
	FIELD	\$	-
OVERHEAD: Payroll Additives and General & Administrative(%)	OFFICE		
	FIELD		
	OFFICE	\$	260.42
	FIELD	\$	-
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	-
OTHER COSTS: (Per Schedule No. 1 - Premium Labor) · or (Per Schedule No. 3 for Sub-Consultant)		\$	-
SUBTOTAL		\$	446.37
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report) (= LABOR x 2.35 x 12%)		\$	52.44
AMOUNT DUE THIS INVOICE		\$	498.81

October 2024

BILLING PERIOD 10/1/24-10/31/24

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
<u>OFFICE</u>						
	Project Manager	\$ 74.38	2.5	\$ 185.95		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
TOTAL DIRECT OFFICE LABOR			2.5	\$ 185.95		

FIELD

	Project Manager	\$ 74.38	0	\$ -		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
TOTAL DIRECT FIELD LABOR			0	\$ -		
TOTAL LABOR HOURS			2.5			
TOTAL LABOR - OFFICE					\$ 185.95	
TOTAL LABOR - FIELD					\$ -	

SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)	\$ -
Lodging (# persons X # nights X rate) include description of travel	\$ -
Meals (# persons X # days X per diem)	\$ -
Other Direct Costs - (Truck Charge) 0 Days @ \$40.00/day	\$ -
TOTAL DIRECT COSTS	\$ -

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)

TOTAL OTHER COSTS	\$ -
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****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours

November 2024

BILLING PERIOD 11/1/24-11/30/24

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	148.76
	FIELD	\$	-
OVERHEAD: Payroll Additives and General & Administrative(%)			
	OFFICE	140.05%	
	FIELD	113.65%	
	OFFICE	\$	208.34
	FIELD	\$	-
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	-
OTHER COSTS: (Per Schedule No. 1 - Premium Labor)			
or (Per Schedule No. 3 for Sub-Consultant)		\$	-
SUBTOTAL		\$	357.10
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report)		\$	41.95
(= LABOR x 2.35 x 12%)			
AMOUNT DUE THIS INVOICE		\$	399.05

November 2024

BILLING PERIOD 11/1/24-11/30/24

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
OFFICE						
	Project Manager	\$ 74.38	2	\$ 148.76		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
TOTAL DIRECT OFFICE LABOR			2	\$ 148.76		

FIELD

	Project Manager	\$ 74.38	0	\$ -		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
TOTAL DIRECT FIELD LABOR			0	\$ -		
TOTAL LABOR HOURS			2			
TOTAL LABOR - OFFICE					\$ 148.76	
TOTAL LABOR - FIELD					\$ -	

SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)	\$ -
Lodging (# persons X # nights X rate) include description of travel	\$ -
Meals (# persons X # days X per diem)	\$ -
Other Direct Costs - (Truck Charge) 0 Days @ \$40.00/day	\$ -
TOTAL DIRECT COSTS	\$ -

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)

TOTAL OTHER COSTS	\$ -
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****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours

December 2024

BILLING PERIOD 12/1/24-12/31/24

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	37.19
	FIELD	\$	-
OVERHEAD: Payroll Additives and General & Administrative(%)			
	OFFICE		140.05%
	FIELD		113.65%
	OFFICE	\$	52.08
	FIELD	\$	-
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	-
OTHER COSTS: (Per Schedule No. 1 - Premium Labor)			
or (Per Schedule No. 3 for Sub-Consultant)		\$	-
SUBTOTAL		\$	89.27
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report)		\$	10.49
(= LABOR x 2.35 x 12%)			
AMOUNT DUE THIS INVOICE		\$	99.76

December 2024

BILLING PERIOD 12/1/24-12/31/24

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
OFFICE						
	Project Manager	\$ 74.38	0.5	\$ 37.19		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
TOTAL DIRECT OFFICE LABOR			0.5	\$ 37.19		

FIELD

Project Manager	\$ 74.38	0	\$ -
Sr Project Inspector	\$ 41.85	0	\$ -
Sr Project Inspector	\$ 48.64	0	\$ -
TOTAL DIRECT FIELD LABOR	0	\$ -	

TOTAL LABOR HOURS

0.5

TOTAL LABOR - OFFICE

\$ 37.19

TOTAL LABOR - FIELD

\$ -

SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)	\$ -
Lodging (# persons X # nights X rate) include description of travel	\$ -
Meals (# persons X # days X per diem)	\$ -
Other Direct Costs - (Truck Charge) 0 Days @ \$40.00/day	\$ -
TOTAL DIRECT COSTS	\$ -

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)

TOTAL OTHER COSTS

\$ -

****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours

January - April 2025 (Estimated Hours)

BILLING PERIOD 1/1/25-4/31/25

PROGRESS BILLING # _____		TOTAL COSTS	
DIRECT LABOR (Per Schedule No. 1 attached)	OFFICE	\$	446.28
	FIELD	\$	-
OVERHEAD: Payroll Additives and General & Administrative(%)	OFFICE		
	FIELD		
	OFFICE	\$	625.02
	FIELD	\$	-
DIRECT COSTS: (Per Schedule No. 2 attached)		\$	-
OTHER COSTS: (Per Schedule No. 1 - Premium Labor) or (Per Schedule No. 3 for Sub-Consultant)			
		\$	-
SUBTOTAL		\$	1,071.30
NET FEE (Completion of Work % X Net Fee Ceiling based upon attached progress report) (= LABOR x 2.35 x 12%)		\$	125.85
AMOUNT DUE THIS INVOICE		\$	1,197.15

January - April 2025 (Estimated Hours)

BILLING PERIOD 1/1/25-4/31/25

SCHEDULE NO. 1

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total *** Hours ***</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
<u>OFFICE</u>						
	Project Manager	\$ 74.38	6	\$ 446.28		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
<i>TOTAL DIRECT OFFICE LABOR</i>			<u>6</u>	<u>\$ 446.28</u>		
<u>FIELD</u>						
	Project Manager	\$ 74.38	0	\$ -		
	Sr Project Inspector	\$ 41.85	0	\$ -		
	Sr Project Inspector	\$ 48.64	0	\$ -		
<i>TOTAL DIRECT FIELD LABOR</i>			<u>0</u>	<u>\$ -</u>		
TOTAL LABOR HOURS			<u>6</u>			
TOTAL LABOR - OFFICE						<u>\$ 446.28</u>
TOTAL LABOR - FIELD						<u>\$ -</u>

SCHEDULE NO. 2

Automobile (# miles X Reimbursement rate per mile)		\$ -
Lodging (# persons X # nights X rate) include description of travel		\$ -
Meals (# persons X # days X per diem)		\$ -
Other Direct Costs - (Truck Charge)	0 Days @ \$40.00/day	\$ -
TOTAL DIRECT COSTS		<u>\$ -</u>

SCHEDULE NO. 3

Description of work performed (list Sub-Consultant, attach copy of invoice)

TOTAL OTHER COSTS	<u>\$ -</u>
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****NOTE: Total hours = Direct Labor Hours + Premium Labor Hours



City of Franklin

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

File #: 21-0322

DATE: March 12, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jerry Hatcher, Director of Streets

SUBJECT:

Consideration Of DRAFT COF Contract No. 2025-0095, With AI3, Inc. For Architectural Services For Salt/Brine Storage Facility For Streets Department

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0095.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Street Department is in need of a new salt/brine storage facility. The existing brine facility is no longer operational due to its age and the unavailability of replacement parts. To address this need, the Street Department is proposing the construction of a new 30' x 40' facility at the Public Works complex.

In order to proceed, the City is required to engage an architectural firm to assist with the building permit process and to ensure compliance with all applicable codes and regulations. The scope of services for this project includes the preparation of a building floor plan, as well as structural, mechanical, electrical, and plumbing drawings and specifications necessary for the construction of the facility.

FINANCIAL IMPACT:

This will cost the City \$62,780 and be paid out of the engineering department annual budget.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0095 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2025-0095**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **AI3, INC.**, hereinafter referenced as Consultant, who mutually agree as follows:

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

SALT/BRINE STORAGE FACILITY

1. **SCOPE OF SERVICES.** Consultant shall provide architectural 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 Amount of Sixty Two Thousand Seven Hundred Eighty and No/100 Dollars (\$62,780).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2025.**

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.

[AI3, Inc]

CITY OF FRANKLIN, TENNESSEE

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

ATTEST:

BY: _____

Angie Skarp

City Recorder

Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



February 27, 2025

Mr. Paul Holzen
City of Franklin Engineering Department
Franklin, Tennessee

Subject: Fee Proposal for Architectural and Services

Dear Paul,

Thank you for the opportunity to provide our design and documentation services on your upcoming storage project for the City of Franklin Street Department at 124 Lumber Dr, Franklin, TN 37064. Based on our previous conversations and work, we have outlined our understanding of the project, the strategy that ai3 proposes to execute the Work, and our estimated fees.

City of Franklin- Salt/Brine Storage Facility

Design Fee Proposal

I. SCOPE OF WORK

General

The general scope of work includes Architectural services for a new 1,200 sf (30' x 40') Salt/Brine storage facility for the City of Franklin Street Department in Franklin, Tennessee. Scope of work includes:

- 14' x 30' bulk storage room
- 14' x 30' brine storage tank room
- Control room (heated, electrical panels, mixing valves)
- Poured in place concrete stem walls on at least 3 sides
- Wood frame with pitched metal roof
- 14' to low point of roof structure to accommodate 12'-2" tall mixing tanks
- 1' thick concrete walls around the bulk storage with epoxy coated reinforcing
- Restrooms are not included.
- MEP Scope
 - Gas heat for control room.
 - Electrical service and panels
 - Mixing valves for tanks (on opposite wall from electrical panels)
 - Floor drain in center of control room
 - Sprinkler system is not included in the scope of work (and is not required by code).
 - Minimal lighting will be provided, such as exit and egress lighting and building lighting

Objectives

- To create the storage facility for salt and brine storage tanks, bulk storage, and control room
- To create a design solution that meets the projected budget and aligns with the project schedule.



Revisions to the Scope of Work: ai3 and the Owner will rely on the Scope of Work provided by the Owner, however both parties recognize that information may change and in that event, the Owner and ai3 will appropriately adjust the schedule, services, scope of work, and compensation. The Owner will adjust budgets, design, and construction milestones as necessary to accommodate these changes in scope. Refer to Section VI. Supplemental Information for specific examples of Additional Services to the basic services under the scope of work.

II. PROJECT UNDERSTANDING

Team: ai3 will interface with Paul Holzen (The Owner) and Ben Worley for all meetings, design and contractual issues. ai3 will conduct a review of the proposed scope, process, and schedule with The Owner to confirm The Owner's Team Members, meeting dates, and critical milestones per the proposed schedule.

Consultants: Design consultants are to be contracted to ai3, unless otherwise requested by The Owner. ai3 will be the design project manager and coordinate all design consultants documentation for all consultants directly contracted to ai3. We have included the following under this proposal:

- Mechanical, Electrical, Plumbing Covalent Consulting
- Structural Stability Engineering

Consultants not currently included in this proposal at this time:

- Civil & Landscape Architect
- Geotechnical
- Surveyors
- Lighting

ai3 reserves the right to modify this proposal for any additional consultants or alternate consultants requested by The Owner or City of Franklin reviewers. Engagement of Owner's consultants prior to completion of Design Phase is required.

Special Administrative Permit (SAP) and Design Review Boards: ai3 has not included time for special neighborhood or city meetings or presentations. These services may be provided for Additional Services.

General Contractor: It is ai3's understanding that the City of Franklin will assume the role of General Contractor for the scope of this work and is certified thereto.

As General Contractor, we have assumed the City of Franklin will develop a cost for construction at the conclusion of the Construction Document phase. ai3 assumes the City of Franklin shall obtain and pay for the building, health, and fire permits and governmental fees, such as impact fees, change of use fees, sewer reconciliation fees, permit fees, etc.

Site: The proposed site is located at 124 Lumber Drive in the City of Franklin, TN. ai3 understands that the property will be owned free and clear and fully entitled for the proposed project use.

Schedule: ai3's compensation is based on the proposed schedule as provided by ai3. Should the schedule require modification, ai3 will adjust our fees accordingly.



Based on conversations with the Owner, it is ai3's understanding that the project will begin immediately.

ai3 will use its professional efforts to complete the project according to the schedule included in this proposal. If, however, the project schedule must be amended due to Owner-requested changes or circumstances out of ai3's control, the schedule may be amended by mutual consent. Changes to the project schedule may impact ai3's resource commitments to the project or cause delays. Fees for services may be evaluated or renegotiated based on the impact of project schedule changes on the progress of the project.

Budgets: ai3 understands that an overall project has not been established. ai3 will work with The Owner to establish a responsible construction budget based on historic data with the ability to divide this budget into major categories for a better understanding of amounts allocated to hard construction, site work, etc.

If the Owner requires ai3 to modify the Construction Documents because the cost of construction estimate exceeds the Owner's budget for the cost of the work due to market conditions ai3 could not reasonably anticipate, the Owner shall compensate ai3 for the modifications as Additional Services.

Value Engineering: Should the results of the Contractor's construction estimates or bid for construction far exceed the budget expectations, value engineering may be required. ai3 has included time to propose alternate finish or product selections, window sizes, or exterior envelope of building. Modification of the Construction Documents as necessary to include these selections will be considered an Additional Service.

Should the Owner require a revision to floor plans or a material change beyond simple deletion, ai3 will request Additional Services to modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of Work.

Drawings: ai3 will assume the role of Architect of Record and will produce documents for work listed in Scope of Services section of this proposal. Our team will use BIM, Building Information Model, Revit Software to develop Construction Documents for signed/sealed drawing set.

ai3 will utilize REVIT software for Building Information Modeling (the Model) for the sole purpose of fulfilling obligations for the scope of work on this project only without any expectations that the Model will be relied upon by other project participants. Any use of, transmission of, or reliance on the Model by any other party requires ai3's written approval.

Phasing: We have assumed there will be one set of Construction Documents. Construction will not be phased, and there will be one substantial completion date for the project. ai3 has accounted for the following issuances of documents:

- Design Development Package
- Full Construction Documents

Code Research: ai3 will review local and/or national building codes, life safety codes, zoning guidelines, and ADA requirements for the scope of all projects. Our team will provide a Building Code



Analysis for any proposed project work affecting these codes or guidelines. During permit review of Construction Documents, ai3 will address code-related issues and changes requested by the authority having jurisdiction.

Meetings and Coordination: ai3's team has assumed a finite number of meetings and presentations during each phase and included these estimates in this proposal. Meetings beyond this estimate will be considered Additional Services and charged as noted in the Supplemental Information section of this proposal.

Meetings: ai3 has estimated the following will be required:

- Design meetings (every other week) during Design Development Phase
- Design Development Presentation at conclusion of DD Phase
- Review of Construction Documents prior to permit submission
- Construction meetings as described in Phase 6: Construction Administration

It is critical to have all key team members and decision-makers present at these meetings so we may agree and confirm the team's direction at the conclusion of each gathering.

Revisions: Our team has also included one (1) revision to the Deliverables through the Design Development Phase, to include The Owner's comments and suggestions. Additional revisions will be made during the following phase of the project process. Revisions beyond this estimate will be considered Additional Services. Revisions in drawings, schedules, specifications or other documents when written approvals or instructions were previously given, or revisions are required by enactment or revisions of codes, laws or regulations, or other causes not solely within the control of ai3, are also subject to Additional Services.

Renderings: ai3 will develop perspective views of key design areas (quantity at the discretion of ai3). These artistic renderings will be included in the Design Development Phase Presentation. ai3 will make one (1) revision to each rendering to include minor comments. Major revisions are considered Additional Services as defined in Supplemental Information.

Professional, photorealistic renderings of the design solution are NOT included in this proposal. If such renderings are required by The Owner for promotional purposes, ai3 may provide renderings of the approved design for Additional Services.

Coordination & Communication: ai3 will provide a file-sharing website (called Microsoft TEAMS) to load and share image files and CAD files, to start and continue discussions on various topics, to create 'To Do Lists', and to track team's schedule.



III. ai3 process | SCOPE OF SERVICES

- Phase 1. Design Development
- Phase 2. Construction Documents
- Phase 3. Permitting
- Phase 4. Construction Administration

Each phase is sequential and dependent on completion and approval of previous phases for development of the design concept and a successful solution. Phases cannot be deleted.



Phase 1. Design Development

Objective:

To document the design concept and incorporate our understanding of all program requirements for the building.

Tasks:

- Develop 3-dimensional computer model of space
- Develop exterior facades
- Overall look and feel of material finishes.
- Coordinate architectural features with structural, mechanical, and electrical systems, materials and such elements, as appropriate.
- Coordinate information by consultants and engineers.

Presentation: The above information will be presented in a two-hour, informal presentation to the team including:

- Exterior Elevations and Building Sections, as required to define concept
- Floor Plan
- Material finish samples to depict color and texture
- Narrative developed by MEP Engineers of proposed building systems.
- Structural Drawings to an estimated 75% completion

Revisions & Approval: Following collection of Owner comments, ai3 will create one (1) revised document for final review, annotated for pricing exercise by Owner's selected contractor. ai3 will request The Owner's written approval of the Design Phase and Pricing Package prior to proceeding to the Construction Documents Phase.

Pricing Package: Following Design Development approval, ai3 will annotate the Design Development presentation and submit to the Owner-selected Contractor for preliminary pricing information.

The Owner's Contractor will prepare a preliminary construction estimate, including their General Conditions, Overhead, Profit and Fees for review by the Team.

NOTE: This estimate is not considered a bid for the work and should not be viewed as "hard numbers" for construction, but rather for the design team to gauge if the proposed design falls within the parameters of acceptability for cost.

During the Pricing Process, ai3 shall prepare written responses to questions from the Owner, acting as General Contractor, and provide written clarifications and interpretations of the Pricing Documents.

Budget Meeting: Following the Contractors' submittal of the Cost of Construction, our team will conduct one Cost Evaluation Meeting with The Owner to review the Contractors' Cost of Construction and determine if design modifications will be required to be documented in the Construction Documents Phase.



Phase 2. Construction Documents

Objective:

To prepare detailed drawings to convey design intent.

To assist the General Contractor in finalizing the construction budget and construction schedule.

- General
 - Site and Vicinity Plans
 - Applicable Code Information
 - Fire Egress diagrams
- Architecture
 - Building Floor Plan
 - Building Reflected Ceiling Plan
 - Roof Plans and Details
 - Light Fixture Schedule, if needed. (building and general lighting)
 - Exterior Elevations
 - Exterior Building Sections and material assembly details
 - Window and Door Schedules
 - Door Hardware Schedule
 - Technical Specifications for selected finishes
 - Mechanical/ Electrical/ Plumbing drawings and specifications
 - Structural drawings and specifications

General Contractor Bids: The Owner, acting as General Contractor, will prepare a Cost of Work, including their General Conditions, Overhead, Profit and Fees for review by the Team.

Bid Assessment: During the Estimating Process, ai3 shall prepare written responses to questions from the General Contractor and provide written clarifications and interpretations of the Pricing Documents.

Budget Meeting: Following the General Contractor's submittal of the Cost of Work, our team will conduct one Cost Evaluation Meeting with The Owner to review the Cost of Work and determine if Value Engineering is required or the contract can be awarded.

Should the Cost of Work meet The Owner's goal, ai3 will require written approval to proceed to the next phase.



Phase 3. Permitting

Objective:

To assist the General Contractor in the permitting process

Permitting: Once the Owner has given written approval of the Construction Documents, ai3 and our consultant team will assist the General Contractor with the following during the Permitting Phase:

- Review any unresolved issues from the Construction Document phase.
- Review construction schedule and coordinate site visits and submittal schedule with significant project milestones.
- Hold a preconstruction meeting with the Contractor to confirm his knowledge of the project and drawings.
- Promptly address issues from the municipality that arise from the permitting process.

ai3 assumes that the General Contractor will be responsible for all aspects of the permitting process including all fees.

Phase 4. Construction Administration

Objective:

To protect project's design intent and maintain budget goals.

OAC Kick-Off Meeting:

ai3 will request project schedule and submittal schedule prior to initiating construction at the team's first Owner-Architect-Contractor meeting. During this first construction meeting, ai3 will ask Contractor to confirm product lead times, submittal review times, RFI protocol, required Mock-Ups, product substitution procedures, and Owner-provided/Contractor installed items.

Administration: ai3 has estimated a total of (100) hours to address General Contractor's requests for information and product submittals or substitutions that will cause deviation from the specifications. ai3 has estimated time for construction administration services to address:

- Contractor's Requests For Information (RFI's) with (3) Business Days to Respond
- Product Submittals (i.e. millwork shop drawings, light fixtures, paint samples, etc.)
 - Maximum of (10) business days to review and coordinate with consultants
 - Maximum of (2) Reviews of each Submittal
- Product Substitutions that deviate from the Construction Documents
- Change Orders
- Pay Requests

Site Visits: ai3 assumes a total of four (4) site visits for architectural project coordination or OAC, Owner Architect Contractor, meeting to verify compliance with Contract Documents. At the conclusion of each visit, ai3 will submit Field Reports for Contractor and Owner review.

No MEP or Structural site visits are included. All additional site visits will be invoiced separately to you at a rate of \$500 per person per visit.



Project Completion: At the time all construction items have been completed and installed, one additional site visit (5th visit) for a final Punchlist will be generated for any items requiring revision or modification by the General Contractor. Additional site visits will be considered Additional Services.

IV. SCHEDULE

Based on our discussions, we submit the following preliminary schedule outline. At project commencement, ai3 will develop a detailed schedule of dates.

Phase 1: Design Development

4 weeks

Design Development | Design Presentation | Pricing Package

Owner Approval

(3 days)

Phase 2: Construction Documents

4 weeks

(Includes 3 weeks Engineering Coordination)

Construction Documents | Contractor Submit Construction Documents for Permitting | Two (2) Project Meetings

Phase 3: Permitting

TBD

Phase 4: Construction Administration

TBD

Administration (RFIs, Submittals, and Substitution Request Evaluation) | Site Visits | Punchlist



V. COMPENSATION

Based on the Project Understanding, Phases of work, and Schedule described above, ai3 proposes the following design fees:

Start Up Fee

20% Deposit required prior to commencing work

Amount will be deducted from final invoices.

	Architecture	MEP	Structural
Phase 1. Design Development	\$18,400	\$1,000	\$4,500
Phase 2. Construction Documents	\$22,880	\$3,500	\$1,500
Phase 3. Permitting	Hourly	Hourly	Hourly
Phase 4. Construction Administration	\$10,000	included	\$1,000
Totals	\$51,280	\$4,500	\$7,000
Additional Scope Items			
Pricing Package (after Phase 1)	\$6,250	---	---
Value Engineering Exercises (after Phase 2)	\$4,000	---	---

Billing Schedule:

ai3 will submit monthly invoicing based on a percentage completion of each phase of work.

VI. SUPPLEMENTAL INFORMATION

- **Expiration:** This proposal and terms outlined herein are valid for up to 30 days from this date.
- **Hourly Rate Schedule**
 - Partner \$ 250 / HR
 - Principal \$ 200 / HR
 - Principal rate for presentations to Neighborhood Associations, Neighborhood Planning Units (NPU's), and City Council \$ 300 / HR
 - Architect/Interior Designer \$ 165 / HR
 - Intern Architect/Designer \$ 115 / HR
- **Release of Drawings:** ai3 will not release signed and sealed drawings for permitting and or construction until all outstanding invoices are paid in full.
- **Additional Services:** Any subsequent changes / additions regarding scope, project size or services shall be subject to mutually agreed upon fee adjustments.

Additional Services, when requested in advance and authorized by the Owner in writing, are proposed to be provided on an hourly basis per the hourly rate schedule noted above.

Additional services are to be considered work that is not listed in this proposal, or as noted in each phase of work. Examples of Additional Services would include, but are not limited to:

 - Services necessitated by a change in the initial Scope of Work, previous instructions or approvals given by the Owner, or material change in the Project including, but not limited to, size, quality, complexity, Owner's schedule or budget, or procurement or delivery method.
 - Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance by Owner's consultants or contractors.



- Services necessitated due to conflicts caused by unknown existing structural, electrical, plumbing or related conditions.
- Preparing digital data for transmission to Owner or Contractor's consultants, subcontractors, or other authorized representatives.
- Preparation for, and attendance at, a public presentation, meeting, or hearing.
- Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- Reselection of materials or products during Construction Administration as a result of Contractor's delay in purchasing such materials or products in a timely manner for compliance with the installation schedule.
- Construction mock-ups, equipment mock-ups, or furniture mock-ups
- Inventory of Owner's existing furniture or equipment
- Providing Construction Administration Services 60 days after (1) the date of Substantial Completion of Work or (2) the anticipated date of Substantial Completion, identified in project schedule, whichever is earlier.
- ° **Reimbursable Expenses:** Expenses are NOT included in this proposal and will receive a 10% administrative fee for processing. Reimbursables include expenses incurred by ai3, Inc., its employees, and consultants working on the project, as identified below:
 - Transportation in connection with the project, authorized out of town sustenance, and electronic communications. Transportation will be calculated per the current mileage rates issued by the IRS and are subject to change at any time, based on these governmental standards.
 - Fees (if any paid) for securing approval of authorities having jurisdiction over the project.
 - Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service.
 - Renderings, models, and mock-ups requested by the Owner.
 - Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's Consultants.
 - Other similar direct Project-related expenditures.
- ° **Invoices:** All payments to ai3 must be made within 30 days of the Owner's receipt of the Bill. All Bills not paid within this timeframe are subject to an interest rate of 1.5% monthly.
- ° **Estimating:** Cost estimating services are not included in this proposal.
- ° **Liability:** Risk allocation for this project is such that to the fullest extent permitted by law, the Architect's total liability for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this project from any cause, shall not exceed the total amount of the architectural fee. Such causes include but are not limited to Architect's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- ° **Instruments of Service:** Drawings, digital models, specifications, graphics, artwork, and all other documents, including those in electronic format, prepared by ai3, Inc. and our consultants are "Instruments of Service" for use solely with respect to this Project. ai3, Inc. and its Consultants shall be deemed the authors and owners of their respective items and shall retain all common law; statutory and other reserved rights, including copyrights and trademarks.
- ° **Photography:** ai3 reserves the right to photograph the interior and exterior of the project after completion for its own marketing and promotional purposes. ai3 recommends Owner and ai3 share costs of the photography. ai3 will not use the Owner's name, project name, or project address without written permission from The Owner.
- ° **Termination:** Should The Owner terminate the project at no fault of ai3, Inc., at any phase prior to the project completion, The Owner agrees to compensate ai3, Inc. for the complete fee of the current phase at project termination.
- ° Architectural and Interior Design services will be in accordance with AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect.



Paul: Should you have any questions regarding this proposal, please feel free to call me. If this meets with your approval, please sign below on behalf of The Owner and return a complete copy of this proposal to ai3.

Sincerely,

ai3, inc.
Kerry Wittwer, AIA
Principal

Approved by Mr. Paul Holzen (The Owner)

Please Print Name / Title Above

Preferred Billing Contact

Preferred Billing Method

☐ Email - Address: _____

☐ Mail - Address: _____



File #: 21-0321

DATE: March 12, 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 March 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.franklintn.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

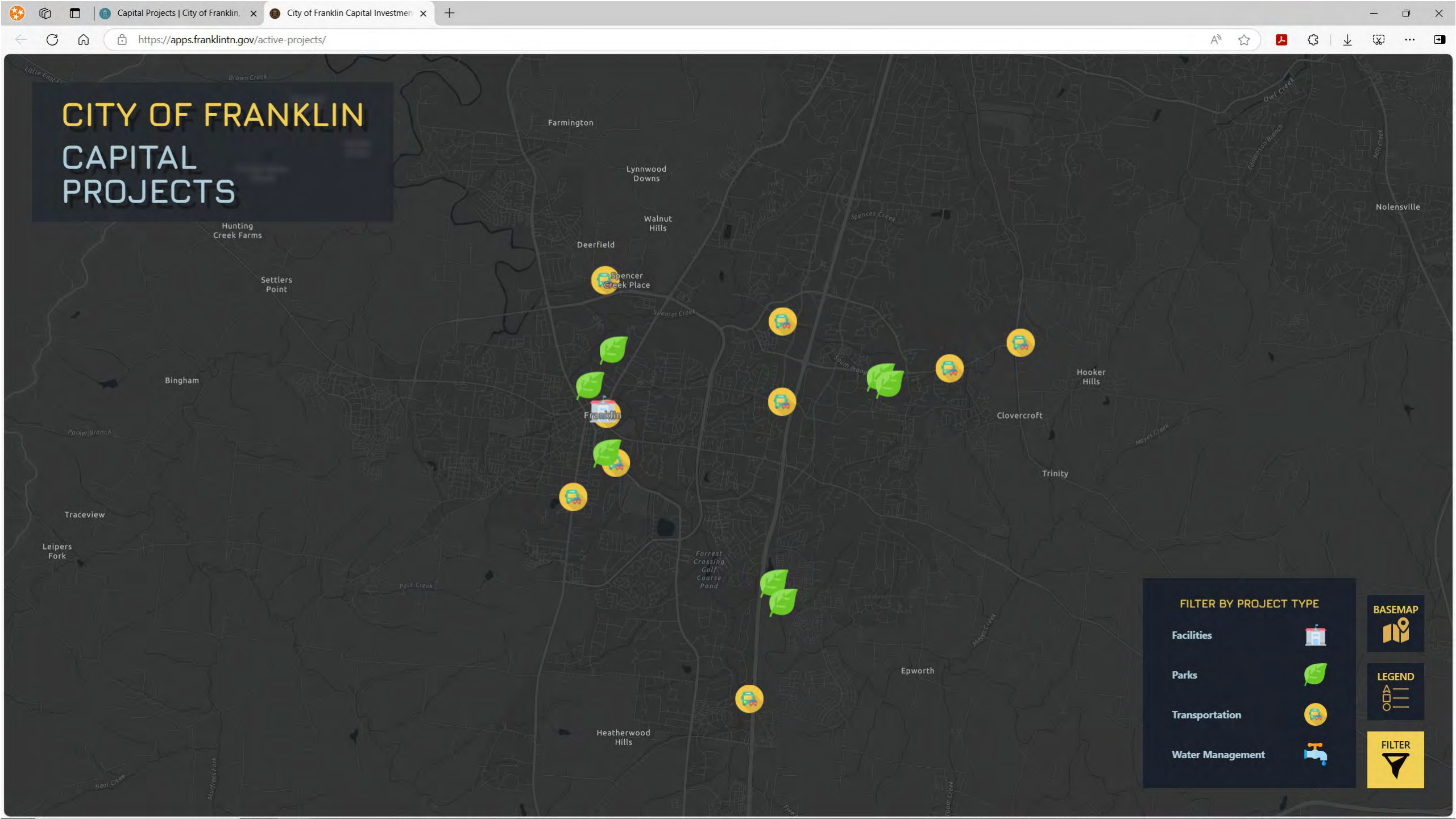


Image Captured from City of Franklin Website on 03/12/2025

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

OR

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