



Meeting Agenda

Work Session

Tuesday, January 26, 2021

5:30 PM

Board Room

The Board of Mayor and Aldermen Work Session will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 926 8611 5221 Passcode: 630254. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video and make public comment. • The public may email comments and questions prior to 3:30 p.m. on the day of the meeting to recorder@franklinton.gov to be read aloud. • Live comments and those submitted by email will be limited to 2 minutes. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-281, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On January 26, 2021 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORKSESSION DISCUSSION ITEMS

2. Presentation On An Update To The Impact Fees Collected By The Water Management Department For Connection To The City's Water And Sewer System.

Sponsors: Michelle Hatcher, Brian Goodwin

3. *Consideration To Deny Sewer Availability For 605 Ellington Drive (Map 106, Parcel 14101).

Sponsors: Michelle Hatcher, Scott Andrews

4. *Consideration of Resolution 2021-05, A Resolution To Authorize The Planning and Parks Department To Submit Two Applications To The State Historic Preservation Office For Historic Preservation Funds Grants To Be Used For Historic Resources Documentation For Lewisburg Avenue Historic District And For Restoration Work At City And Rest Haven Cemeteries.

Sponsors: Lisa Clayton, Amanda Rose

5. Consideration Of Ordinance 2020-33, An Ordinance To Amend Title 21 Of The City Of Franklin Municipal Code To Create a New Chapter 7 Authorizing Incentives For The Construction Of Low- And Moderate-Income Housing Within The City Of Franklin, Tennessee.
WS 12/8/20

Sponsors: Vernon Gerth, Tom Marsh, Kathleen Sauseda

6. Consideration Of COF Contract No. 2020-0340, With Alfred Benesch & Company For The East McEwen Drive Phase 5 Project At An Amount Not To Exceed \$570,543.91.

Sponsors: Paul Holzen

7. Consideration Of COF Contract No. 2021-0001, With Geotek Engineering Company, Inc. For Geotechnical Services Related To The New City Hall Project.

Sponsors: Paul Holzen, Jonathan Marston, Joe Marlo

8. Consideration Of Draft COF Contract No. 2021-0005, A Professional Services Agreement With Windrow Phillips Group To Provide Lobbying And Advisory Services On Behalf Of The City Of Franklin.

Sponsors: Shauna Billingsley

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.



File #: 20-01486

DATE: January 5, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-281, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On January 26, 2021 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-281.

RESOLUTION 2020-281

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON JANUARY 26, 2021, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, on March 20, 2020, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34, Executive Order No. 51, Executive Order No. 60, Executive Order No. 65, and Executive Order No. 71, allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, No. 2020-13, No. 2020-14, No. 2020-15, No. 2020-16, and No. 2020-17 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the January 26, 2021, work session by electronic means.

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

The work session scheduled for January 26, 2021, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at

<https://www.franklintn.gov/Home/Components/Calendar/Event/10688/1092>

IT IS SO RESOLVED AND DONE on this 26th day of January, 2021.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form By:
Shauna R. Billingsley, City Attorney



File #: 20-01367

DATE: December 23, 2020

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Presentation On An Update To The Impact Fees Collected By The Water Management Department For Connection To The City's Water And Sewer System.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a presentation on the update of water and sewer impact fees.

BACKGROUND/STAFF COMMENTS:

Impact fees are a fee paid by any entity making a connection to the public water and sewer system, which is made for the purpose of enabling the City to repair and replace it's facilities as necessary or to provide for additions, replacements, improvements, and expansions to the systems, such improvements being required periodically because of growth.

These fees, for both water and sewer, are currently calculated based upon water meter size for the entity. Using the water meter size to calculate impacts to the system is not the most equitable way of determining the additional flow and loading that can be seen by the water distribution and treatment facility and the sewer collection and water reclamation facility.

This presentation will propose a change in the methodology used to calculate those impacts by equitably using the adopted International Building Code and building plans of the entity.

FINANCIAL IMPACT:

There is not a direct impact related to this presentation although an updated impact fee structure will enhance the City's capacity to fund water and sewer system construction.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge and approve methodology for the Water Management Department to move from calculating impact fees based off meter sizes to impact fees based upon building usage.



IMPACT FEES – PART I METER SIZE TO SFUE METHODOLOGY PRESENTATION

JANUARY 26, 2021

MICHELLE HATCHER, PE,
DIRECTOR

BRIAN GOODWIN, PE,
ASSISTANT DIRECTOR

WATER MANAGEMENT
DEPARTMENT

AGENDA

- Background
- Previous Ordinance changes
- Existing Meter size methodology for impact fee determination
- Proposed methodology, development, and example calculations
- Conclusions
- Next steps

BACKGROUND

- Current impact fees determined based upon water meter size (both City customers and non-City residents).
 - Residential meter ($\frac{3}{4}$ "")
 - Water = \$2,089.00 + tap installation (meter only or complete installation)
 - Sewer = \$3,544.00 + tap installation (tap in place or not in place)
- Meter size is not an equitable capture of the impacts to the system based upon wastewater flow received in the collection system and water reclamation facility and the level of required treatment.
- **Impact fees (formerly access fee & system development fee) not increased in 13-years – Ordinance 2007-120**

PREVIOUS ORDINANCE CHANGES

■ Ordinance 2007-120 (SEWER)

- Changed access fee from \$1,470 for ¾" meter to \$2,100 for ¾" meter.
- System development fee remained the same.
- Installation fee, tap in place is \$263.00 – the same amount in the 2020 Municipal Code.
- Installation fee, tap not in place is \$1,240.00 – the same amount in the 2020 Municipal Code.
- Introduces the ability for recapture from resident for additional work not covered in the above installation fees.
- Effective March 1, 2008.

■ ORDINANCE 2018-26

- Combined system development and access fee into impact fee.

EXISTING METER SIZE METHODOLOGY FOR IMPACT FEE DETERMINATION

	WATER	SEWER
Meter Size	Impact Fee	Impact Fee
3/4" and 5/8"	\$2,089.00	\$3,544.00
1"	\$8,358.00	\$14,175.00
1 1/2"	\$20,009.00	\$34,020.00
2"	\$26,745.00	\$45,360.00
3"	\$58,506.00	\$99,225.00
4"	\$83,580.00	\$141,750.00
6"	\$200,592.00	\$340,200.00
8"	\$250,740.00	\$425,250.00

- Current methodology by meter size incentivizes installation of an undersized meter rather than water usage determined from actual occupancy.
- Discourages the use of fire suppression systems.
- How do we accurately predict the impact to the system?
 - Increased maintenance costs
 - Increase treatment costs
 - Stringent NPDES permit limits

PROPOSED METHODOLOGY

- How to accurately predict wastewater loading to the system?
- Proposed structure based on Single Family Unit Equivalent (SFUE).
 - Provides equitable assessment of fees based on projected demands by the developer as verified through City Staff.
 - Fees tied to projected demands that drive capital investments and planning.
 - Encourages meter sizing based on demands; eliminates meter sizing decisions based on fees.
 - Encourages the use of fire suppression systems.
- Single Family Unit Equivalent (SFUE) = 350 gallons/day
 - One single family residential house = One SFUE
 - Multi-family units, commercial buildings, other uses = Multiple SFUEs

METHODOLOGY

- Review of adopted 2018 International Building Code to determine actual occupancy of buildings and who/what would be contributing to the collection system/water reclamation facility.
- Selected various structure uses within the City for comparison (school, office building, assisted living facility, gas station, restaurant, church, etc.)
- Reviewed historical water consumption, compared existing impacts to observed impacts, compared existing impact to occupancy loading.
- Use these data points to determine protocol for SFUE determination to eliminate meter size methodology.

METHODOLOGY DEVELOPMENT

- Using the building plans submitted during the Plan Review process, the square footage of usable spaces was determined.
- Those usable spaces correlated with the International Building Code (IBC) occupancy classes
 - Examples include storage, business occupancy, hazardous, mercantile, assembly, institutional, transient residential, etc.
- Occupancy classes then correlated with the Occupancy Load Factor (OLF = # of occupants/sq. ft) based on usage groups as outlined in the IBC.
- Demand factor pulled from Projected Flow Examples (current availability application) or other flow scenarios (DF = gallons/day/OL).
- Building sq. ft divided by OLF times the DF = Total Demand
- Total Demand / 350 gallons/day = # SFUEs

STANDARD VALUES

Occupancy Groups	Occupancy Factor (Occ load/sq-ft)	Demand Factor (gal/person)
A = Assembly	20	3.25
B = Business	100	25
B2 = Business Heavy	3	4.25
E = Educational	50	4
F = Factory	500	25
H = High Hazard	200	5
I = Institutional	100	7
M = Mercantile	30	7
R = Residential	1	350
R2 = Residential	1	100
S = Storage Group	300	25
U = Utility	300	25

- 2018 International Building Code (adopted by BNS)
- Modified to define more appropriate values for certain structures.

SFUE METHODOLOGY CALCULATION - I

OCCUPANCY EXAMPLE 1	Occupancy Load Factor (sq-ft/person)	Building Square Footage	Demand Factor (gal/people)	Total Demand	# SFUE's
Business	100	2,000	25	500	1.43
Residential	1	5 ★	350	1750	5.00

- Total Demand = (Bldg Sq. Ft. / OLF) x DF
- Total Demand / (350 gallons/day) = # SFUEs
- Single building can have multiple uses summing a total of SFUEs
- Impact fee based off 6.43 SFUE demand on system
- ★ denotes a single family unit equivalent number

SFUE METHODOLOGY CALCULATION - 2

OCCUPANCY EXAMPLE 2	Occupancy Load Factor (sq-ft/person)	Building Square Footage	Demand Factor (gal/people)	Total Demand	# SFUE's
Educational	50	183,020	4	14,642	41.83

- $\text{Total Demand} / (350 \text{ gallons/day}) = \# \text{ SFUEs}$
- Single building can have multiple uses summing a total of SFUEs
- Impact fee based off 28.14 SFUE demand on system
-

SFUE METHODOLOGY CALCULATION - 3

OCCUPANCY EXAMPLE 3	Occupancy Load Factor (sq-ft/person)	Building Square Footage	Demand Factor (gall/people)	Total Demand	# SFUE's
Mercantile	30	20,377	7	4,755	13.58
Business	100	20377	25	5,094	14.56

- Two-story building, bottom floor commercial and top floor office.
- $\text{Total Demand} = (\text{Bldg Sq. Ft.} / \text{OLF}) \times \text{DF}$
- $\text{Total Demand} / (350 \text{ gallons/day}) = \# \text{ SFUEs}$
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CONCLUSIONS

- Meter size is not an equitable capture of the impacts to the system based upon wastewater flow received in the collection system and water reclamation facility and the level of required treatment.
- Increased maintenance costs, increased treatment costs, and more stringent permit limits equate to a significant impact to the collection system and water reclamation facility (WRF).
- Occupancy Load Factor calculates water and sewer contribution based upon the use of the building, taking into account various uses.
- Standard factors allow for consistent usage across all types of structures, while allowing WMD discretion through the process.

NEXT STEPS

- February 9, 2021 worksession to present proposed costs for move to the SFUE calculations.
 - Subsequent Ordinance change, revision to Municipal Code – Title 18 and Appendix A (three BOMA readings).
 - Implementation July 1, 2021.
-
- Questions / Discussion



IMPACT FEES – PART 1 METER SIZE TO SFUE METHODOLOGY PRESENTATION

JANUARY 26,
2021

MICHELLE HATCHER,
PE, DIRECTOR

BRIAN GOODWIN, PE,
ASSISTANT DIRECTOR

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SFUE METHODOLOGY CALCULATION - 1

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- Standard factors allow for consistent usage across all types of structures, while allowing WMD discretion through the process.

NEXT STEPS

- February 9, 2021 worksession to present proposed costs for move to the SFUE calculations.
- Subsequent Ordinance change, revision to Municipal Code – Title 18 and Appendix A (three BOMA readings).
- Implementation July 1, 2021.

- Questions / Discussion



File #: 20-01625

DATE: January 12, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

*Consideration To Deny Sewer Availability For 605 Ellington Drive (Map 106, Parcel 14101).

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Date of request: 10/27/2020.
SFUE's Request: 1.
Domestic Water Meter Size(s): 3/4:.

This property is located outside of the City limits, north of Berry Farms. There is a sanitary sewer interceptor east of the property but a creek lies between the subject property and the sanitary sewer interceptor. No taps were placed for properties west of the creek when the interceptor was constructed. The property contains an existing house on septic and a barn with a bathroom. The bathroom was apparently added by the previous owner without following proper County procedures. The applicant is requesting sanitary sewer denial to make sure the bathroom in the accessory dwelling is in accordance with Williamson County regulations and so he can re-plat his property.

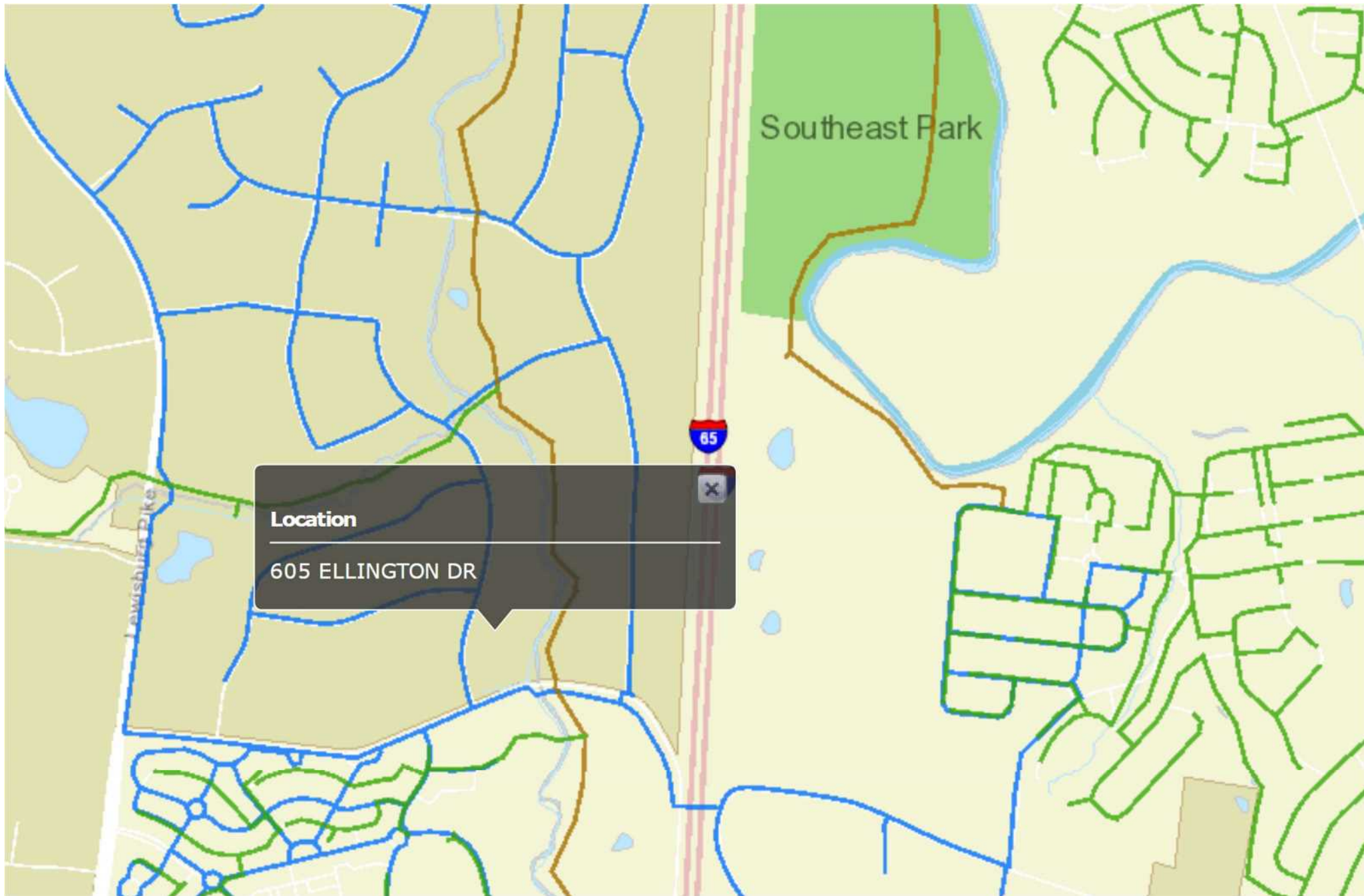
FINANCIAL IMPACT:

There is no direct financial impact to the City of Franklin.

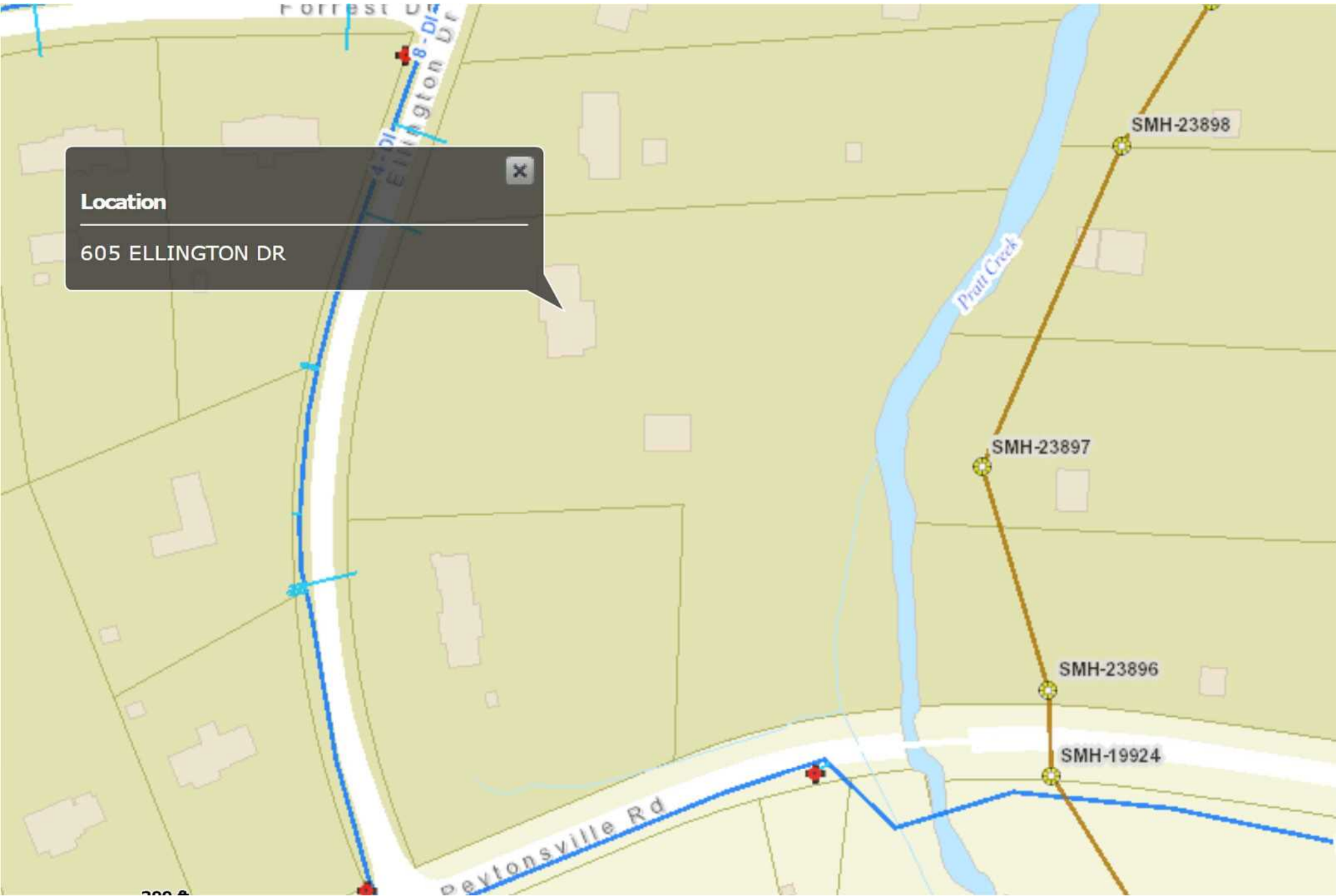
RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny this request for sewer availability for 605 Ellington Drive.

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





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

Sewage Flow Calculations: *Use the City of Franklin projected flow examples sheet –pg.4*

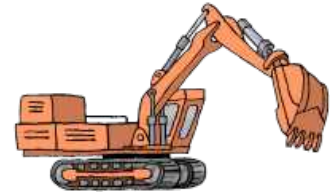
Anticipated sewage flows: Information Required for Sewer Service

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

For additional information or questions please call: 615-794-4554 **Date Submitted:** _____

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@franklin.tn.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.franklin.tn.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:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
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 March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

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.

3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75 20 10	per doctor per employee per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person



File #: 20-01605

DATE: January 14, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Amanda Rose, Preservation Planner

SUBJECT:

*Consideration of Resolution 2021-05, A Resolution To Authorize The Planning and Parks Department To Submit Two Applications To The State Historic Preservation Office For Historic Preservation Funds Grants To Be Used For Historic Resources Documentation For Lewisburg Avenue Historic District And For Restoration Work At City And Rest Haven Cemeteries.

PURPOSE:

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider Resolution 2021-05, A Resolution To Authorize The Planning And Parks Department To Submit Two Applications To The State Historic Preservation Office For Historic Preservation Funds Grants To Be Used For Historic Resources Documentation For Lewisburg Avenue Historic District And For Restoration Work At City And Rest Haven Cemeteries.

BACKGROUND/STAFF COMMENTS:

The Planning and Sustainability Department and the Parks Department are seeking to submit two Federal Preservation Grant applications to the State Historic Preservation Office for consideration.

The first grant application requests funding to update the Lewisburg Avenue National Register Historic District documentation. The original documentation was completed in 1988, and the main purpose of the proposed update is to reevaluate the district's period of significance so as to identify additional contributing historic structures. The architectural descriptions for all structures will be reexamined and edited as needed to reflect any changes over time. The update will also allow for emphasis on contributing accessory structures, which are continually threatened by development pressure. At the conclusion of the survey, the City will formally request that the National Register listing be amended to reflect the survey results. It is important to note that the documentation update will not affect the boundaries of the local historic district (the area that the City reviews for compliance, through its Historic Zoning Commission and Historic District Design Guidelines), but it will ensure that the documentation provides the City staff, the Historic Zoning Commission, and the community at large with the most up-to-date information on our historic resources. This documentation can also help shape any future preservation planning efforts and any future changes to the Historic District Design Guidelines.

The second grant application requests funding for the restoration of several burial markers in Rest Haven Cemetery. Rest Haven's official deed dates to approximately 1855, designating it as one of the oldest historical cultural landscapes in Downtown Franklin. The condition of the burial markers requires immediate attention in order to prevent further damage and decay. The proposed restoration would provide much-needed care and maintenance to approximately 50 burial markers. Conserving these prominent markers allows locals and tourists to explore Franklin's history while honoring our former citizens.

FINANCIAL IMPACT:

There is no financial impact at this time. If the two grant applications are approved, the City will be obligated to match (40%) forty percent of the total costs of each project—a \$4,500 match for the documentation update from the Planning and Sustainability Department budget, and a \$8,000 match for the burial marker restoration from the Parks Department general fund budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-05 for these grant submittals.

RESOLUTION NO. 2021-05

RESOLUTION TO AUTHORIZE THE PLANNING DEPARTMENT TO SUBMIT TWO APPLICATIONS TO THE STATE HISTORIC PRESERVATION OFFICE FOR HISTORIC PRESERVATION FUND GRANTS TO BE USED FOR HISTORIC RESOURCES DOCUMENTATION FOR LEWISBURG AVENUE HISTORIC DISTRICT AND FOR RESTORATION WORK AT CITY AND REST HAVEN CEMETERIES

WHEREAS, the State Historic Preservation Office (SHPO) is accepting grant applications for historic preservation projects; and

WHEREAS, the City of Franklin participates in a state Certified Local Government (CLG) Program that requires the maintenance of a comprehensive historic resources inventory; and

WHEREAS, the City of Franklin currently maintains the historic properties known as City Cemetery and Rest Haven Cemetery; and

WHEREAS, the Lewisburg Avenue Historic District's documentation is due for an update from its initial listing onto the National Register of Historic Places in 1988; and

WHEREAS, the burial markers in City Cemetery and Rest Haven are in disrepair and require restoration to avoid continued disrepair or total loss; and

WHEREAS, the completion of updated survey documentation and the completion of burial marker restoration will enable the Planning & Sustainability Department and the Parks Department to better maintain these historic properties and to meet the requirements of the state CLG program; and

WHEREAS, the estimated cost for the Lewisburg Avenue Historic District documentation update is approximately Eleven Thousand and Two Hundred Fifty Dollars (\$11,250) and the estimated cost for the selected burial marker restoration is approximately Twenty Thousand Dollars (\$20,000); and

WHEREAS, the historic preservation grants are a 60/40 matching grant with sixty percent (60%) coming from the State and forty percent (40%) coming from the City, making the City's total obligation to the Lewisburg Avenue Historic District documentation update as Four Thousand and Five Hundred Dollars (\$4,500) and the obligation to the City Cemetery and Rest Haven project as Eight Thousand Dollars (\$8,000).

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

The City Administrator is hereby authorized to sign and submit applications for two (2) historic preservation grants to be matched by the City up to forty percent (40%) of the total cost of each project.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2021.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
Maricruz R. Fincher
Staff Attorney



File #: 20-01422

DATE: January 6, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of Ordinance 2020-33, An Ordinance To Amend Title 21 Of The City Of Franklin Municipal Code To Create a New Chapter 7 Authorizing Incentives For The Construction Of Low- And Moderate-Income Housing Within The City Of Franklin, Tennessee.
WS 12/8/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2020-33, an ordinance to amend Title 21 of the City of Franklin Municipal Code to Create a new Chapter 7 authorizing incentives for the construction of low- and moderate-income housing within the City of Franklin, Tennessee.

BACKGROUND/STAFF COMMENTS:

There has been much discussion about creation of an incentive to encourage construction of new dwelling units that would be considered affordable to low and moderate income households in the City of Franklin. Impact fees that must be paid for all new development in Franklin have been identified as a "barrier" to the development of housing for low and moderate income households. At the December 8, 2020 BOMA work session staff discussed the concept for an incentive program that is referenced to the the cost of Road and Parkland Impact Fees, but does not propose that the City pay fees on behalf of a developer or builder. Accordingly, staff has prepared this proposed amendment to Title 21 to create this new incentive program. The applicant will pay all fees as required by applicable sections of the Municipal Code prior to the issuance of a building permit and after construction is complete they may request payment of the incentive. The amount of the potential incentive payment is based on the amount of the Road and Parkland Impact fees that a developer or builder paid at the time the building permit was issued for the dwelling unit.

Principles and process:

1. Applicant must submit request for the incentive to the Board of Mayor and Aldermen at the time a Development Plan, site plan, or building permit is submitted for review
2. BOMA approves/authorizes the incentive for each project by resolution
3. Applicant pays all applicable fees in conjunction with obtaining a building permit

4. After a permanent or temporary CO is issued for the dwelling the applicant may submit request for payment of the incentive
5. To receive payment of the incentive, applicant must verify sale or rental price of the unit and that the purchaser or renter is eligible based on household income.

Measures are included to preserve the affordability of the units beyond initial sale of the units. For the home ownership units this is done through deed restrictions on the property that are proposed for a period of 30 years. For rental units to be eligible for the incentive program they must be financed through the Low Income Housing Tax Credit (LIHTC) Program. Projects funded through the LIHTC program are monitored by the federal government for compliance with affordability requirements.

FINANCIAL IMPACT:

Program would be funded through the General Fund. Amount of funds available for the incentive program would be determined by the BOMA through the budget process.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-33 to amend Title 21 of the City of Franklin Municipal Code to create a new Chapter 7 authorizing incentives for the construction of low- and moderate-income housing.

ORDINANCE 2020-33

AN ORDINANCE TO AMEND TITLE 21 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW CHAPTER 7 AUTHORIZING INCENTIVES FOR THE CONSTRUCTION OF LOW- AND MODERATE-INCOME HOUSING WITHIN THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, The City of Franklin Board of Mayor and Aldermen and Franklin Housing Commission recognize that it is in the public interest to promote a diverse and adequate supply of housing within the City of Franklin for families of all income levels; and

WHEREAS, supporting the construction and development of housing for families whose income falls within the low and moderate levels as promulgated annually by the Department of Housing and Urban Development (HUD) for the Nashville-Davidson-Murfreesboro-Franklin Metropolitan Statistical Area (MSA) follows the Guiding Principles stated in the City of Franklin's comprehensive land use plan Envision Franklin including that:

- Workforce housing using fosters a diverse employment base necessary for continued economic vitality.
- A range of housing options and price points are encouraged to support both employees and the local economy.
- Vibrant neighborhoods are essential to the overall health of the community and should include a range of housing options and price points (both for rent and for sale) interspersed within neighborhoods across the City; and

WHEREAS, low- and moderate-income housing is defined in Title 21, Section 21-103 of the City of Franklin Municipal Code; and

WHEREAS, offering incentives to qualified private developers and not-for-profit organizations to assist with the development of low- and moderate-income housing within the City of Franklin would stimulate the creation of housing that is deemed affordable to households whose annual income is 80% or less of the median household income for the Nashville-Davidson-Murfreesboro-Franklin MSA; and

WHEREAS, the Board of Mayor and Aldermen and Housing Commission understand the importance of supporting safe, secure housing for people of all income levels; and

WHEREAS, the cost of land and development fees have been identified as barriers to the creation of new low- and moderate-income housing; and

WHEREAS, the City of Franklin Board of Mayor and Aldermen has expressed a desire to establish a program to assist with off-setting the cost of development for private developers and not-for-profit organizations who provide deed-restricted for-sale or rental housing units to families whose household income is 80% or less of the median household income limits promulgated annually by HUD for the Nashville-Davidson-Murfreesboro-Franklin MSA; and

WHEREAS, the Board of Mayor and Aldermen and Housing Commission realize that for an incentive program that supports the creation of low- and moderate-housing units to be sustainable, the

affordability of each unit shall be preserved for a time period of not less than thirty (30) years and in a manner as set forth by the Board of Mayor and Aldermen; and

WHEREAS, the Board of Mayor and Aldermen has determined that creating an incentive program will help off-set the cost of low- and moderate-income housing units created by a private developer or not-for-profit organization in an amount no greater than the private developer or not-for-profit organization paid in Road and Parkland Development Impact Fees when building permits were issued.

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

SECTION I. Title 21 Chapter 7 of the City of Franklin Municipal Code is hereby created and approved to read as follows:

Chapter 7. – LOW- AND MODERATE-INCOME HOUSING INCENTIVE PROGRAM

Sec. 21-701. Purpose and Intent: The purpose of this chapter is to create a program to assist private developers and not-for-profit organizations in the construction of housing for families whose income is 80% or less of the median household income as promulgated annually by United States Department of Housing and Urban Development (HUD) for the Nashville-Davidson-Murfreesboro-Franklin MSA through the appropriation of funds from the City's General Fund to help off-set the cost of development fees applicable to the construction of new low- and moderate-income housing units. This Ordinance is specific to the following strategic goals:

- Aid in the creation of low- and moderate-income housing units.
- Preserve the affordability of low- and moderate-income housing units.
- Encourage housing diversity throughout the City of Franklin.
- Reduce barriers for safe and decent housing for low- and moderate-income families.

Sec. 21-702. Eligibility and Application Process: Except as provided, this incentive program shall be available to private developers and not-for-profit organizations that develop and construct new, deed-restricted low- and moderate-income housing units that meet the definitions found in Section 21-103 and are sold or rented (in the case of attached rental units) to a qualified purchaser or renter whose family income is 80% or less of the median household income levels as promulgated annually by HUD for the Nashville-Davidson-Murfreesboro-Franklin MSA.

- (1) Prior to the approval of a Development Plan, Site Plan, or Building Permit, whichever comes first, the private developer or organization seeking to participate in the incentive program shall submit a written request to the Housing Development Coordinator that outlines how the low- and moderate-income housing units will be delivered. Said request shall include the:
 - (a) Name of the organization responsible for developing the low- and/or moderate-income housing units and who is requesting the incentive.
 - (b) Proposed location, timing, and distribution of the low- and/or moderate-income housing units.
 - (c) Total number and type of all housing units.

- (d) A summary of the thirty (30) year deed-restriction and/or covenant, and how it will be managed.
 - (e) Total value of the incentive, which shall be no greater than the amount paid in Road and Parkland Development Impact Fees when building permits are issued.
- (2) Upon receiving the written request, the Housing Development Coordinator or their designees shall draft a Resolution for consideration by the Board of Mayor and Aldermen prior to the approval of a Development Plan, Site Plan, or Building Permit, whichever comes first.
 - (3) Upon approval of the Resolution, approval of the requisite Development Plan, Site Plan, and/or Building Permit which includes the payment of all development fees, and either a temporary or final Certificate of Use and Occupancy for the approved low- and moderate-income housing unit(s) has been issued by the City; then the private developer or builder named in the Resolution shall be eligible to submit a request for the incentive.
 - (4) To encourage a mix of housing types and price points throughout the City, infill development projects of up to eight (8) units shall be eligible for the incentive. For any development exceeding eight (8) low- and/or moderate-income housing units only forty percent (40%) of the units shall be eligible for the incentive.

Sec. 21-703. Preservation of Affordability; Deed Restrictions and Restrictions on Resale:

(1) Home Ownership Units

Each low- or moderate-income housing unit created in accordance with this ordinance shall have limitations governing its initial sale and all subsequent resales through the term of the deed restriction period. The purpose of these limitations is to preserve the long-term affordability of the unit and to ensure its continued availability for low- and moderate-income households. These controls shall be established through a deed restriction and/or covenant on the property with the City named as a party and shall be in force for a period of thirty (30) years. The deed restriction and/or covenant shall run with the land while it is applicable, and shall specify the unit's affordability requirement, maximum purchase price calculation for initial sale and any resale of the property, and the control period of restrictions. All eligible homebuyers who purchase an affordable unit must sign a memorandum of acceptance agreeing to the terms of the deed restrictions and/or covenants.

- (a) Sale price. The maximum sales price for the initial sale and any resale of the property during the period of deed restrictions and/or covenants shall be limited to the current fiscal year "Income Limits Summary" promulgated by the Department of Housing and Urban Development (HUD). This price may vary, as it is based on the household income of a qualifying low-to-moderate-income family as calculated using criteria reported annually by HUD and endorsed by the City of Franklin Housing Commission.
- (b) Audit and Recoupment. The City shall have the right, from time to time and as it deems necessary or appropriate, to audit, examine, and make copies of financial and related records, in whatever form they may be kept, of those persons or entities participating in this incentive program. Upon learning that any person or entity has

violated any deed restrictions or covenants arising from participation in this incentive program, or has violated any of the terms of this Section, the City may take any and all necessary action to recoup from the violator any funds that were paid or issued as part of the incentive program relative to the subject property. .

(2) Rental Units

Rental units are eligible only if the construction is financed through the Low-Income Housing Tax Credit (LIHTC) Program.

Sec. 21-704. Request for Payment of the Incentive:

After a Temporary or Final Certificate of Use and Occupancy has been issued for an incentive approved, eligible low- or moderate-income housing unit(s), the private developer or not-for-profit organization that requested and received approval from the Board of Mayor and Aldermen of the incentive, shall submit a request for payment to the Building and Neighborhood Services Department Housing Development Coordinator. When submitting this request for payment, documentation shall be submitted to verify the sale or rental price of the unit(s), the income eligibility of the purchaser or renter, and a copy of the deed restriction or covenant recorded to ensure long term affordability of the property.

Total value of the incentive payment shall be no greater than the amount paid in Road and Parkland Development Impact Fees when building permits were issued for the unit(s).

Sec. 21-705. Annual Review of Income and Cost Limits:

The maximum housing cost for affordable units created under this ordinance will be established annually based on the Metropolitan Statistical Area Median Income table. The Office of Management and Budget defines the metro area as the Nashville-Davidson–Murfreesboro–Franklin, TN, Metropolitan Statistical Area, a Metropolitan Statistical Area (MSA) designated for statistical use by the United States Census Bureau and other agencies.

SECTION II. Severability. If any section, clause, provision, or part of this ordinance shall be, found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this amended ordinance

BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this Ordinance shall be approved and implemented after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

SIGNED:

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PUBLIC HEARING

PASSED SECOND AND FINAL READING



File #: 20-01476

DATE: December 14, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2020-0340, With Alfred Benesch & Company For The East McEwen Drive Phase 5 Project At An Amount Not To Exceed \$570,543.91.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2020-0340, a professional services agreement for engineering/design services for the McEwen Drive East Extension Project (McEwen Phase 5).

BACKGROUND/STAFF COMMENTS:

In 2007, the City of Franklin entered into a PSA with SEI to provide preliminary engineering documents for the McEwen Drive East Extension Project, with project limits from Wilson Pike (252) to the eastern City Limits. In 2009, an amendment was made to the PSA, because of an alignment shift. The City of Brentwood is tasked with designing and constructing McEwen Drive from the city limits to Clovercroft Road. In May of 2012, the City of Franklin entered into a PSA with SEI to provide final engineering documents for the McEwen Drive East Extension Project. Unfortunately, there have been a lot of changes in this area that now require us to go back and reevaluate the final design. Some of the changes include the development of Breezeway, Traditions, Morgan Farms and Taramore, improvements to Wilson Pike (252) / E. McEwen Drive and new requires associated with the Columbia Gas transmission lines. At this point, it will be necessary to go back and reevaluate the survey, vertical / horizontal alignment and options associated with the Columbia Gas Transmission lines. In addition, to avoid major impacts to property owners, we will need to evaluate wall options along this alignment. After reviewing the scope of work with the City of Brentwood, we have both jointly agreed to work with Alfred Benesch & Company based on there past qualifications, performance and ability to complete this project in a timely manner.

FINANCIAL IMPACT:

The financial impact is for an amount not to exceed \$570,543.91. The City of Franklin will contract directly with Alfred Benesch & Company and seek reimbursement from Brentwood in the amount of 59.42% of actual cost. This cost sharing is based on COF Contract No. 2011-0030, Amendment No. 2 To Agreement Concerning Adjustment of Boundaries of Franklin and Brentwood South of Split Log Road and North of the Proposed McEwen Drive Extension. Initially, funding will be paid from 310

capital project fund with the final determination of funding to be determined by the Finance Department.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract 2020-0340.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0340**

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

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

East McEwen Drive Phase 5

1. SCOPE OF SERVICES. Consultant shall provide engineering and surveying 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 **Five Hundred Seventy Thousand Five Hundred Forty-Three and 91/100 Dollars (\$570,543.91)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____, 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.

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

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

- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for

employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

December 8, 2020

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

RE: Scope and Design Proposal
East McEwen Drive Phase 5
Franklin, TN

Dear Mr. Holzen:

In response to your request, and in conjunction with the request by the City of Brentwood, I have attached a design scope and estimate for completing the design of the extension of East McEwen Drive from Wilson Pike (SR 252) to the Brentwood City Limits. It is our understanding that this project will be completed as one with an agreement between the City of Brentwood and the City of Franklin. We have developed the scopes and estimate separately to contact directly with each City for the work within their respective City Limits. The Franklin portion of the project is listed below:

Design Phase Services		
Discipline	Payment	Franklin
Roadway Design	Lump Sum	\$ 308,320.00
Lighting Design/Modification	Lump Sum	\$ 16,250.00
Traffic Signal Modification Design	Lump Sum	\$ 20,400.00
Retaining Wall Design	Lump Sum	\$ 50,000.00
Utility Coordination and Corridor Creation	Lump Sum	\$ 14,500.00
Bid Documents and Assistance	Lump Sum	\$ 4,500.00
Field Survey (By W&A)	Cost Plus	\$ 84,185.16
Jurisdictional Waters Determination (By CEC, Inc.)	Cost Plus	\$ 8,500.00
Geotechnical Services (KSWA)	Cost Plus	\$ 63,888.75
Final Contract Not-To Exceed		\$ 570,543.91

See the attached scopes and estimates for additional details and subconsultants that are included. If you have any questions or need additional information, please let me know. Thanks for the opportunity to serve the City of Franklin.

Sincerely,

Sammie McCoy, PE
Vice President
TN Division Manager

East McEwen Drive Phase 5– City of Franklin

Proposed Scope and Estimate

Extension of East McEwen Drive (Phase 5) from Wilson Pike (SR 252) Approximately 1 mile to the East

Benesch will develop plans for the extension of East McEwen Drive from Wilson Pike (SR 252) to the project termination approximately one (1) mile east of the project beginning at the line bounding the corporate limits of the Cities of Franklin and Brentwood. The project will construct two (2) lanes of the future four (4) lane median divided facility except at the intersection with Wilson Pike where the full width section will be constructed. The original design proposed the corridor to include four (4) 12ft travel lanes (two in each direction) separated by a 20ft raised median. The travel lanes will be separated from the pedestrian facilities by a proposed 2'-6" concrete curb and gutter. Pedestrian facilities will include a 6ft sidewalk on the south side of the corridor and a 12ft multi-use path on the north side of the corridor. Both will be offset from the curb and gutter by a 5ft utility/grass strip area.

The project will require the design of a proposed enclosed storm water drainage system which will be based on the initial plans provided by the City. This will include the design of stormwater detention basins near the intersection with Wilson Pike due to the increased design flow to this area. Design of water quality units or other water quality items are not included for the proposed drainage design. Based on a review of the FEMA flood maps (Panels 209 and 220), the project does not currently lie within a mapped floodplain; therefore, we do not anticipate the need for a CLOMR, LOMR, or LOMA submittal.

A standard Preliminary 40% set of plans will be developed to set the horizontal and vertical alignments of the proposed corridor based on plans provided by the City. Following this, the development of a 70% Right-of-Way/Utility set will occur. It is anticipated that Right of Way acquisition by the City will be required as part of the project. However, Benesch will prepare the deeds and exhibits as part of the project. The 70% set will also be sent to utility companies to facilitate their involvement in the project. The 100% construction documents will be produced for bidding. Probable construction costs will be estimated at the Right-of-Way and Construction stages of plans production. The plans will be developed for the project based upon the approved alignment. The roadway design parameters for the project will be based upon current versions of the following design guides; "A Policy on Geometric Design of Highways and Streets", American Association of State Highway and Transportation Officials; "TDOT Standards Specifications for Road and Bridge Construction"; City of Franklin Street Standards. These technical guidelines and specifications shall be followed unless superseded by the standard for the City of Franklin. Very early in the plan's development phase (approximately 10%) a joint scoping meeting will be held to provide concurrence on project design elements. The project is being coordinated with the City of Brentwood, any differences between the City of Franklin and Brentwood standards will be agreed upon in writing by both entities prior to finalizing the 40% Preliminary plans.

The scope includes plans to attend a Franklin Public Meeting to inform the public about the project. A second joint Franklin/Brentwood Public Meeting is anticipated and included for the entire route. The scope also includes three coordination meetings with the City to ensure that all elements are appropriately included. Benesch will assist city staff through-out the bidding phase of the project. This will include supplying all required documents in Portable Document Format (PDF) suitable for printing. Benesch will assist the city in producing the bid book. Benesch can organize and lead the pre-bid meeting and assist the city as necessary with answering contractor questions and then opening and evaluating the bids once received.

The roadway design scope includes production of erosion control plans, pedestrian safety and signing during construction, permit applications and a SWPPP for the NPDES Permit.

Any permit fees or third-party review fees shall be paid by Benesch and billed, at cost, to the City as a reimbursable item.

Signal Design Services

The scope of services includes the design for the modification of the existing traffic signal at the intersection of East McEwen Drive and Wilson Pike (SR-252). The design will utilize existing traffic signal infrastructure to the greatest extent feasible. Traffic signal design components will include pedestrian accommodations (pedestal poles and push buttons) for the multi-use trail, traffic signal mast arm poles, traffic signal heads (vehicular and pedestrian), controller cabinet, detection, conduit, and wiring. Signing and pavement marking improvements are anticipated on the existing approaches of the intersection.

The traffic signal design and plans preparation will be in accordance with the City of Franklin Standards; TDOT Design Guidelines and Standard Specifications; AASHTO Green Book; and the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Benesch will complete the following traffic signal design and plan components for inclusion in the design package:

- General and special notes
- Proposed traffic signal design layout for the intersection of East McEwen Drive and Wilson Pike (SR-252)
- Wiring diagram
- Traffic signal phasing, timings (including clearance intervals), and operational notes
- Pavement marking and signing layout relevant to the operation of the signalized intersection
- Estimated quantities and special provisions, as required

Lighting

Based on plans received from the City, the street lighting has already been designed by another consultant. Benesch will work with the City to incorporate the proposed lighting into the updated project documents with the understanding that the City has already reviewed and accepted the previous plans. Benesch will perform a cursory review of the layout and will update the quantities as necessary to prepare the final plans; however, Benesch will not be responsible for the illuminance and/or luminance design.

Retaining Wall Design Services

Three retaining walls are expected for the proposed roadway improvement. The first two walls are located approximately 1,000 ft from the intersection of East McEwen Drive and Wilson Pike. At this location, we anticipate walls on both sides of the roadway. The north wall is expected to be approximately 600 feet long and 25 feet tall. The south wall is expected to be approximately 600 feet long and 20 feet tall. These walls are anticipated to be non-MSE retaining walls. Benesch proposes to provide structure design and plan development for the wall locations at the direction of the City of Franklin.

6/16/2020

Services will include:

- Development of Preliminary wall drawings. This will include preliminary wall section designs, foundation designs, backfill requirements, foundation improvement needs, and a preliminary estimate of cost.
- Development of Final wall drawings. This will include final engineering design, development of wall layout drawings, wall section drawings, quantities and notes, bills of steel, tabulated quantities, and an estimate of cost.
- Submittal of all CADD files as required.

The third wall is located near the end of the project limits on the south side of the roadway. This wall is expected to be approximately 500 feet long and 35 feet tall. We anticipate that this wall will be a Mechanically Stabilized Earth (MSE) wall having precast concrete panels for the fascia. Because this wall is anticipated to be MSE, final designs for wall systems will be provided by the wall supplier based upon a conceptual wall plan which would include design criteria. Benesch proposes to provide the conceptual wall plan for this wall which will include geotechnical exploration, global stability analysis, and conceptual wall plans.

Utility Coordination

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

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

Benesch will also provide coordination services to continue the development of plans for the pipeline companies operating within the footprint of the project limits.

The final design of the facilities for each utility will not be completed as part of this task.

Project Coordination

As the overall proposed project extends across the borders of the City of Franklin and the City of Brentwood, we will coordinate with each entity throughout the life of the project to ensure all parties are fully aware of the progress on each section, and agree with the direction of the project. It is important to note that a portion of the project will need to extend into Williamson County. While this may not be built as part of this project, it is necessary to ensure future tie-ins to this project are possible. This will require an evaluation of vertical and horizontal alignments as well as potential right-of-way and environmental impacts.

6/16/2020

Topographic Survey and Environmental Services (See the attached Scope from Wilson and Associates, P.C.)

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

Environmental Services (See the attached Scope from Civil & Environmental Consultants, Inc.)

1. The CEC, Inc. scope includes the development of the necessary documents for the completion of the Jurisdictional Waters Determination for the project.

Geotechnical Services (See the attached Scope from KS Ware & Associates, LLC)

1. See attached scope and fee from KS Ware & Associates, LLC as needed to provide the geotechnical exploration, global stability analysis, and report for the construction of potential retaining walls along the corridor.

Items not included in the Benesch Scope

1. Stormwater quality design
2. Traffic counts and studies
3. Landscape or Irrigation design
4. Utility design plans
5. Three-dimensional and/or perspective view concept renderings
6. Detailed retaining wall design for proposed MSE wall systems
7. Right-of-Way Appraisal Services
8. Right-of-Way Acquisition Services
9. Full Lighting Design
10. Mitigation design for impacted environmental features.
11. Construction phase services or full TDOT level Construction Engineering and Inspection (CEI)
12. Printing of full-size review or bid plans for contractors

Attachments:

1. Scope by Wilson and Associates (W&A)
2. Scope by Civil & Environmental Consultants, Inc. (CEC)
3. Scope by KS Ware and Associates (KSWA)

Compensation:

Design Phase Services		
Roadway Design	Lump Sum	\$ 308,320.00
Lighting Design	Lump Sum	\$ 16,250.00
Traffic Signal Modification Design	Lump Sum	\$ 20,400.00
Retaining Wall Design	Lump Sum	\$ 50,000.00
Utility Coordination and Corridor Creation	Lump Sum	\$ 14,500.00
Bid Documents and Assistance	Lump Sum	\$ 4,500.00
Field Survey (By W&A)	Cost Plus	\$ 84,185.16
Jurisdictional Waters Determination (By CEC, Inc.)	Cost Plus	\$ 8,500.00
Geotechnical Services (KSWA)	Cost Plus	\$ 63,888.75
Final Contract Not-To Exceed		\$ 570,543.91

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

6/16/2020

May 20, 2020

Sammie McCoy, PE
Vice President – TN Division Manager
Alfred Benesch & Company
8 Cadillac Drive, Suite 250,
Brentwood, TN 37027

Reference: City of Franklin, TN
McEwen Drive Extension
Project Delivery: 16 weeks from receipt of Work Order

Dear Mr. McCoy:

Wilson & Associates, P.C. agrees to the following **“Survey Scope of Work for the referenced project”** with the understanding that this survey will be performed coincidentally with survey work for the McEwen Drive Extension for the City of Brentwood.

1. Establish & Stake Alignments as provided in a previous survey and information transmitted by email dated 6/3/20 from Mr. Sammy McCoy with Benesch.
2. Provide Drone Lidar Surveying to capture the necessary survey data.
3. Provision of features/DTM that are extractable from acquired drone lidar survey.
4. Creation of new DGN, GPK, and TIN files using the same alignment as used in the provided previous survey.
5. Control Traverses
6. Bench Levels
7. Develop 600' Digital Terrain Model
8. R.O.W., Deed & Utility Research
9. Property Owner Contact
10. Locate Property, Pres. R.O.W. Lines & existing easements
11. Obtain Topo/Verify Aerial
12. Drainage Surveys (Culverts)
13. Utilities
14. Stake thirty (30) Sounding Holes
15. Note Reduction & other Calculations
16. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.

Compensation for the above work shall be Lump Sum and will not exceed the Lump Sum Work Order Ceiling of \$84,185.16 without prior agreement.

By 

Anthony W. Holcomb, P.E.

June 4, 2020

Mr. Brian A. Ralstin, P.E.
Alfred Benesch & Company
8 Cadillac Dr., Ste. 250
Brentwood, TN 37027

Dear Mr. Ralstin:

Subject: Proposal for Professional Services; Jurisdictional Waters Determination
East McEwen Drive Phase 5 for the City of Franklin
Williamson County, Tennessee
CEC Project 302-730.0001

Civil & Environmental Consultants, Inc. (CEC) is pleased to present this proposal to perform a Jurisdictional Waters Determination on the proposed East McEwen Drive Phase 5, east of Wilson Pike within the Franklin City Limits as detailed in your May 15, 2020 email with updates per a June 3, 2020 email from Sammie McCoy. The purpose of the project is to determine the jurisdictional status of hydrologic features present along the proposed alignment.

1.0 SCOPE OF SERVICES

The scope of this proposal is to provide a Waters of the U.S. Determination (i.e., streams and wetlands) within the project area described above. In performing the jurisdictional determinations, the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the site. CEC will perform the following tasks:

1. Using the 1987 *Corps of Engineers Wetland Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, delineate potential wetlands located along the proposed alignment.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.
3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area, and log lat/long of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Submit wet weather conveyance and stream determinations to TDEC as a Qualified Hydrologic Professional.

COF 2020-0340
Attachment A
PG 8 of 15

5. Prepare a summary report describing the findings that includes the routine wetland determination data forms, a photo summary, and delineation map.
6. Coordinate with TDEC and the Nashville Corps of Engineers office to schedule a concurrence site visit at the direction of Alfred Benesch & Company and the City of Franklin.

2.0 **AGREEMENT**

Invoicing of professional services for the wetland and stream determination will be on a Time and Materials basis for an estimated fee of **\$8,500** based upon CEC's previously agreed upon rate schedule with the City of Franklin. Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

3.0 **CLOSING**

CEC appreciates the opportunity to provide this proposal and to assist Alfred Benesch & Company with this project. Should you have any questions, please do not hesitate to call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Jose Garcia, QHP
Project Manager



Jeff Duke, PWS
Senior Principal

May 26, 2020

Mr. Sammie E. McCoy, PE
Alfred Benesch & Company
700 Church Street
Nashville, Tennessee 37203

**Subject: Proposal for Geotechnical Exploration
 Proposed McEwen Drive Extension
 Franklin, Tennessee**

Mr. McCoy:

K. S. Ware & Associates, LLC (KSWA) is pleased to provide you with our scope of work and cost estimate for the requested geotechnical services for the proposed roadway extension project.

Background

Our understanding of the project is based on our review of the information provided in your e-mail on May 14, 2020. The email included layout and profile sheets for the proposed roadway and information for potential retaining wall locations.

The project consists of extending McEwen Drive east of Wilson Pike for about one mile. New roadway intersections at Azalea Park and Herbert Drive will also be include. The new roadway terminus will be about 1,000 feet east of the proposed intersection at Herbert Drive. We anticipate the new roadway will ultimately consist of a four-lane, median divided street that will initially be constructed with two lanes. The proposed alignment generally crosses undeveloped woods and overgrown pastures. We understand the structures associated with the residential properties along Wilson Pike have already been removed.

The widening project also includes the potential for three retaining walls as summarized in Table 1.

Table 1 – Summary of Proposed Retaining Walls

Wall No.	Approximate Location	Length (ft)	Max. Height (ft)	Anticipated Wall Type
1	408+00 to 414+00 (Left)	600	25	Cut
2	408+00 to 414+00 (Right)	600	20	Cut
3	449+00 to 454+00 (Right)	500	35	Fill (MSE)

Proposed Scope of Services

We will perform the geotechnical exploration and generate a geotechnical report and drawings for the project. The exploration will include the following items:

- Perform a site reconnaissance to review existing site conditions along the proposed alignment.
- Coordinate with private property owners for access necessary for the exploration, if necessary. We have assumed contacting a maximum of 2 property owners due to the majority of the alignment already being owned by The City.
- Drill geotechnical borings in general accordance with standard TDOT requirements.

- We proposed to drill 14 borings along the proposed roadway alignment. We plan to drill the majority of the borings along the proposed centerline. Borings may be offset some in the field due to access and the conditions noted in our site reconnaissance. The provided profile sheets indicate the majority of the alignment will require cuts and fills less than 10 feet each. However, cut depths between 10 and 25 feet will be required between Stations 408+50 and 413+00, and fill thicknesses between 10 and 30 feet will be necessary between Stations 450+00 and 453+50. We have assumed borings on approximate 400-foot spacing with boring depths between 15 and 35 feet, but generally 15 to 20 feet. We have also included 10 feet of rock coring at 4 borings (total of 40 feet) due to the potential for shallow bedrock at the site. We plan to perform the rock coring in areas where refusal is encountered in cut areas above the proposed grade. For cost estimating purposes, we have assumed refusal will be encountered at depths less than 15 feet.
- We also propose to drill borings at approximate 100-foot centers along the proposed retaining wall alignments. Therefore, we plan to drill 6 borings along Wall Nos. 1 and 2 and 5 borings along Wall No. 3 (total of 17 borings). We plan to extend each of the borings to refusal, which we expect will be at a depth of 15 feet or less. We will then core the bedrock at two borings per wall to obtain 10 feet of competent rock at each boring. We estimate up to 20 feet of coring will be required to obtain 10 feet of competent rock.
- The exploration will be performed with an ATV or track-mounted drill rig. Sample collection and field testing will be per American Society for Testing and Materials (ASTM) procedures. Standard Penetration Test (SPT) samples will be taken within the overburden soils at regular intervals (i.e., 4 samples in the upper 10 feet then every 5 feet below to the termination depth of the boring). Rock coring will be performed in general accordance with ASTM D2113. Groundwater will be measured and recorded in each boring during drilling and after completion. The soil samples obtained will be classified in the field and laboratory according to the Unified Soil Classification System (USCS). The borings will be backfilled with auger cuttings. Please be advised that some subsidence of the backfilled borings may occur.
- We will complete Tennessee One-Call tickets to locate any underground utilities for the planned boring locations. We will also subcontract with a private utility locator to perform a GPR scan of the proposed boring locations. We will adjust any borings that conflict with utilities accordingly. We plan to have a representative from our company on-site on a full-time basis during the field exploration portion of the work to coordinate and document the drilling activities, provide on-site sample review, and revise the exploratory plan as necessary to accommodate the actual conditions encountered.
- Based on our review of aerial photography, we anticipate clearing of trees and thick vegetation will be required to provide access to the boring locations for our drill rig. We understand the clearing may be performed by The City, depending on schedule requirements. If necessary, we can have our drilling subcontractor use a dozer to clear paths along the alignment.
- Perform laboratory testing of select soil samples. Laboratory testing will consist of:
 - Natural Moisture Content
 - Atterberg Limits
 - Soil Moisture/Density Relationships
 - California Bearing Ratio
 - Unconfined Compression Tests (soil and rock)
 - Triaxial Compression Tests (CU with pore pressure)
 - Grain Size Analysis
 - Consolidation Test

- Soil pH
- Soil Resistivity
- Evaluate global stability of a critical section for each retaining wall.
- Evaluate embankment settlement for fill sections over 20 feet tall.
- Prepare 2 geotechnical reports, one for the proposed roadway alignment and one for the retaining walls.
- Prepare geotechnical sheets for the proposed alignment. We anticipate these drawings will consist of the following:
 - Geotechnical Notes and Quantities Sheets (1 total)
 - Geotechnical Boring Layout and Profile Sheets (10 total)
 - Geotechnical Typical Sections (3 total)
- Prepare retaining wall detail sheets for the proposed fill wall (Wall No. 3)
- Provide stick boring logs in CAD format for the retaining wall sheets for the cut walls (Wall Nos. 1 and 2)
- Provide a draft copy of each report for your and The City's review. After we receive the review comments, we will prepare final, sealed copy of each report and drawings.

Proposed Fee

Based on our current understanding of the project and the information presented in the preceding text, we propose to perform the scope of work proposed herein on a time and materials basis with a not to exceed budget of **\$63,888.75**. A budget breakdown by tasks is provided below in Table 2. The cost estimates are detailed on the attached Cost Estimate.

Table 2 – Summary of Cost Estimate

Item No.	Description	Cost Estimate
1	Roadway Alignment	\$25,831.50
2	Wall No. 1	\$11,656.50
3	Wall No. 2*	\$10,056.50
4	Wall No. 3*	\$11,785.25
5	Site Clearing*	\$4,559.00
Total		\$63,888.75

* Assumes authorized concurrent with Alignment and Wall No. 1 explorations

Assumptions

Our proposed scope of geotechnical services and the associated cost estimate is based on the work scope and stipulations mentioned above and the following assumptions:

- KSWA's work can be performed under TDEC's General ARAP Permit for Surveying and Geotechnical Exploration. We have assumed that no other permits are required to complete the exploration.
- We will contact Tennessee One-Call to have their subscribers identify and mark the location of any underground utility lines, pipelines or other structures that the exploration can damage. We will also use a private utility locate company to perform a GPR scan of the boring locations prior to drilling. In any

event, KSWA cannot be responsible for damage to buried features not identified and clearly marked prior to the subsurface exploration.

- We have assumed that field work can be performed during normal daylight working hours and that night drilling will not be required.
- Benesch will layout the proposed centerline and wall alignments in the field to assist with boring layout. Surveying of boring locations is not included in our scope.
- We have assumed drilling for each item will be performed in a single mobilization.
- We have not included any costs for site restoration other than backfilling borings as described above.
- Benesch will provide us with “live” MicroStation files that includes plan, profile, and cross section sheets.
- We have included costs for submittal of draft reports, with one set of revisions based on the review of Benesch and The City.
- Sampling and testing the soil, rock, groundwater, surface water, or air along the project for the possible presence of environmental contaminants is not included.
- Evaluation of asbestos, lead-based paint, organic growth and toxic mold, wetlands, radon, PCBs, endangered and threatened species, and archaeological and historical sites.

Schedule

We estimate that we can complete the draft geotechnical reports and soil sheets within three months after receiving written notice to proceed. We will finalize the report within two weeks of receiving TDOT’s review comments.

Table 3 – Anticipated Project Schedule

PRELIMINARY SCHEDULES FOR VARIOUS GEOTECHNICAL TASKS		
Element	Start	Duration
Boring Layout	Within one week of staking centerline and wall alignments	1 to 2 days
KSWA Subsurface Exploration	Within one week of completing boring layout	Alignment – 3 days Wall No. 1 – 2 days Wall No. 2 – 2 days Wall No. 3 – 2 days
KSWA Laboratory Testing	Assigned weekly as samples are delivered to the lab	Concurrent with drilling and completed 2 to 3 calendar weeks after drilling is completed
KSWA Project Engineering/Reporting/Drawings	Begin draft report concurrent with drilling and submit preliminary recommendations to design group as necessary. Final report and drawings subsequent to review of client	Concurrent with drilling and complete 4 calendar weeks after laboratory work is completed
Approximate Duration of Geotechnical Services: 11 weeks		

Closure

To authorize our services, please sign the attached Proposal Acceptance Sheet (PAS) and return the signed proposal to our office. Thank you for providing KSWA with the opportunity to be a continued part of your design team. Please let us know if you have questions regarding this proposal.

Sincerely,

K. S. Ware and Associates, LLC



Nathan Long, PE, PG
Senior Geotechnical Engineer



Derek Hodnett, PE, PG
VP Geotechnical / Field Services

Copies: Addressee (pdf)
File (1)

GEOTECHNICAL COST ESTIMATE
McEWEN DRIVE EXTENSION
FRANKLIN, TENNESSEE

LABOR			Roadway Alignment		Wall No. 1		Wall No. 2		Wall No. 3		Site Clearing		TOTALS	
Individual	Rate	Units	Number	Total	Number	Total	Number	Total	Number	Total	Number	Total	Hours	Total
Principal	\$ 250.00	Hours	1.00	\$ 250.00		\$ -		\$ -		\$ -		\$ -	1.00	\$ 250.00
Senior Project Manager	\$ 210.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Project Manager	\$ 150.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Senior Registered Engineer	\$ 175.00	Hours	8.00	\$ 1,400.00	6.00	\$ 1,050.00	4.00	\$ 700.00	8.00	\$ 1,400.00		\$ -	26.00	\$ 4,550.00
Registered Engineer	\$ 150.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Staff Engineer	\$ 125.00	Hours	30.00	\$ 3,750.00	20.00	\$ 2,500.00	10.00	\$ 1,250.00	14.00	\$ 1,750.00		\$ -	74.00	\$ 9,250.00
Senior Scientist / Geologist	\$ 175.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Project Scientist / Geologist	\$ 130.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Staff Scientist / Geologist	\$ 100.00	Hours	34.00	\$ 3,400.00	22.00	\$ 2,200.00	22.00	\$ 2,200.00	22.00	\$ 2,200.00	16.00	\$ 1,600.00	116.00	\$ 11,600.00
Technician Level IV	\$ 90.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Technician Level III	\$ 81.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Technician Level II	\$ 72.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Technician Level I	\$ 61.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Laborer	\$ 45.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
CADD Operator	\$ 75.00	Hours	60.00	\$ 4,500.00		\$ -		\$ -	12.00	\$ 900.00		\$ -	72.00	\$ 5,400.00
Administrative Support	\$ 60.00	Hours		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Labor Subtotal			133.00	\$ 13,300.00	48.00	\$ 5,750.00	36.00	\$ 4,150.00	56.00	\$ 6,250.00	16.00	\$ 1,600.00	289.00	\$ 31,050.00
EXPENSES/UNIT COSTS			Roadway Alignment		Wall No. 1		Wall No. 2		Wall No. 3		Site Clearing		TOTALS	
Item	Rate	Units	Number	Total	Number	Total	Number	Total	Number	Total	Number	Total	Number	Raw
Mileage	\$ 0.55	Miles	160.00	\$ 88.00	80.00	\$ 44.00	80.00	\$ 44.00	80.00	\$ 44.00	80.00	\$ 44.00	480.00	\$ 264.00
Moisture Content, per test	\$ 7.50	Each	30.00	\$ 225.00	12.00	\$ 90.00	12.00	\$ 90.00	10.00	\$ 75.00		\$ -	64.00	\$ 480.00
Atterberg Limits, per test	\$ 75.00	Each	12.00	\$ 900.00	3.00	\$ 225.00	3.00	\$ 225.00	3.00	\$ 225.00		\$ -	21.00	\$ 1,575.00
Standard Proctor laboratory compaction test, AS	\$ 145.00	Each	4.00	\$ 580.00		\$ -		\$ -		\$ -		\$ -	4.00	\$ 580.00
Modified Proctor laboratory compaction test, AS	\$ 155.00	Each		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Sieve Analysis with wash 200, per test	\$ 75.00	Each	12.00	\$ 900.00	3.00	\$ 225.00	3.00	\$ 225.00	3.00	\$ 225.00		\$ -	21.00	\$ 1,575.00
Unconfined Compressive Strength, soil, per test	\$ 75.00	Each	2.00	\$ 150.00	4.00	\$ 300.00	4.00	\$ 300.00	2.00	\$ 150.00		\$ -	12.00	\$ 900.00
Unit Weight (UD sample), per test	\$ 75.00	Each		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Sieve Analysis with Hydrometer, per test	\$ 125.00	Each		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Hydraulic Conductivity, per test	\$ 310.00	Each		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Triaxial Shear	\$ 1,200.00	Each		\$ -	1.00	\$ 1,200.00	1.00	\$ 1,200.00	1.00	\$ 1,200.00		\$ -	3.00	\$ 3,600.00
California Bearing Ratio (CBR), per test (not incl)	\$ 350.00	Each	2.00	\$ 700.00		\$ -		\$ -		\$ -		\$ -	2.00	\$ 700.00
Consolidation, per test	\$ 425.00	Each	1.00	\$ 425.00		\$ -		\$ -		\$ -		\$ -	1.00	\$ 425.00
Coring Trailer	\$ 250.00	Shift		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Expenses Subtotal				\$ 3,968.00		\$ 2,084.00		\$ 2,084.00		\$ 1,919.00		\$ 44.00		\$ 10,099.00
SUBCONTRACTORS			Roadway Alignment		Wall No. 1		Wall No. 2		Wall No. 3		Site Clearing		TOTALS	
Item	Rate	Units	Number	Total	Number	Total	Number	Total	Number	Total	Number	Total	Number	Raw
Mobilization ATV rig	\$ 550.00	Each	1.00	\$ 550.00		\$ -		\$ -		\$ -		\$ -	1.00	\$ 550.00
SPT Boring	\$ 12.50	LF	210.00	\$ 2,625.00	90.00	\$ 1,125.00	90.00	\$ 1,125.00	75.00	\$ 937.50		\$ -	465.00	\$ 5,812.50
Bulk Sample	\$ 40.00	Each	4.00	\$ 160.00		\$ -		\$ -		\$ -		\$ -	4.00	\$ 160.00
Shelby Tubes	\$ 75.00	Each		\$ -	4.00	\$ 300.00	4.00	\$ 300.00	4.00	\$ 300.00		\$ -	12.00	\$ 900.00
Core Hole Setup Charge	\$ 100.00	Each	4.00	\$ 400.00	2.00	\$ 200.00	2.00	\$ 200.00	2.00	\$ 200.00		\$ -	10.00	\$ 1,000.00
Rock Coring Size N	\$ 40.00	LF	40.00	\$ 1,600.00	40.00	\$ 1,600.00	40.00	\$ 1,600.00	40.00	\$ 1,600.00		\$ -	160.00	\$ 6,400.00
Dozer with Operator	\$ 1,200.00	Days		\$ -		\$ -		\$ -		\$ -	2.00	\$ 2,400.00	2.00	\$ 2,400.00
Dozer Mobilization	\$ 250.00	Each		\$ -		\$ -		\$ -		\$ -	1.00	\$ 250.00	1.00	\$ 250.00
Water Haul	\$ 250.00	Days	2.00	\$ 500.00	1.00	\$ 250.00	1.00	\$ 250.00	1.00	\$ 250.00		\$ -	5.00	\$ 1,250.00
GPR Utility Locate	\$ 1,600.00	Days	1.00	\$ 1,600.00		\$ -		\$ -		\$ -		\$ -	1.00	\$ 1,600.00
Standby	\$ 175.00	Hour	2.00	\$ 350.00		\$ -		\$ -		\$ -		\$ -	2.00	\$ 350.00
Subcontractor Subtotal				\$ 7,785.00		\$ 3,475.00		\$ 3,475.00		\$ 3,287.50		\$ 2,650.00		\$ 20,672.50
Labor Subtotal				\$ 13,300.00		\$ 5,750.00		\$ 4,150.00		\$ 6,250.00		\$ 1,600.00		\$ 31,050.00
Expense Subtotal				\$ 3,968.00		\$ 2,084.00		\$ 2,084.00		\$ 1,919.00		\$ 44.00		\$ 10,099.00
Subcontractor Subtotal with markup		10%		\$ 8,563.50		\$ 3,822.50		\$ 3,822.50		\$ 3,616.25		\$ 2,915.00		\$ 22,739.75
Project Total				\$ 25,831.50		\$ 11,656.50		\$ 10,056.50		\$ 11,785.25		\$ 4,559.00		\$ 63,888.75



File #: 20-01493

DATE: January 7, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Joe Marlo

SUBJECT:

Consideration Of COF Contract No. 2021-0001, With Geotek Engineering Company, Inc. For Geotechnical Services Related To The New City Hall Project.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the consideration of COF Contract 2021-0001 Professional Services Agreement between City of Franklin and Geotek Engineering Company, Inc. for the geotechnical evaluation of the City Hall site on Public Square to be used in the planning phase of the New City Hall project.

BACKGROUND/STAFF COMMENTS:

On Oct 27, 2020, BOMA authorized the City to enter into a Professional Services Agreement (COF 2020-0041) with OHM Advisors for design services related to the new City Hall project.

While the architectural and engineering consulting services under COF 2020-0041 are wide ranging, these services do not include specialized evaluations typically necessary for this phase of work, such as geotechnical evaluations and preparatory subsurface investigations.

Therefore, based on recent work performance under the City of Franklin's Chestnut Bend project, Staff are recommending the use of Geotek Engineering Company, Inc. as the consultant to perform geotechnical evaluation of City Hall's foundational rock and soil.

FINANCIAL IMPACT:

The amount of the contract is \$26,668 and is available within the approved General Fund budget for the Engineering Department.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0001.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No.2021-001**

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

INSERT PROJECT NAME AND DESCRIPTION

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the amount of Twenty-Six Thousand Six Hundred Sixty-Eight and 00/100 Dollars (\$26,668.00).

The Board of Mayor and Aldermen approved this agreement on the _____ day of _____ 20____.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.

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

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

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

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

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

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may

be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

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

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

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

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY.
Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.
- 7.1.1 USE OF DATA SYSTEMS: The city maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or

applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____



Consultant's Signature

TITLE: President

Date: 1/12/2021

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

GEOTEK

Geotek Engineering Company, Inc. • 2909 Elizabeth Street • Nashville, Tennessee 37211-2302
(615) 833-3800 • Fax (615) 833-4097

January 4, 2021

City of Franklin
P.O. Box 305
Franklin, TN 37065

ATTN: Joe Marlo, P.E.

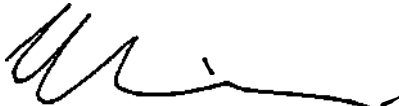
**SUBJ: New 3-Story City Hall
Franklin, TN**

Dear Mr. Marlo:

Presented herein is our proposal to provide geotechnical services for the above-referenced project. To verify acceptance of this proposal, please return a signed copy of this letter. Meanwhile, should you have any questions or need additional information, feel free to contact us. We look forward to working with you.

Sincerely,

GEOTEK ENGINEERING COMPANY, INC.



John Rami Mishu, P.E., P.G.

- Attch: (1) Proposal
(2) Proposed Boring Locations
(3) Fee Schedule

JRM/*cm/Prop/Franklin City Hall

Accepted By:

Signature: _____

Printed Name: _____

Company: _____

Date: _____

New 3-Story City Hall
January 4, 2021

Page 1

PROPOSAL FOR GEOTECHNICAL STUDY

New 3-Story City Hall Franklin, TN

We understand that the project will include the construction of a new 3-story City Hall facility in Franklin, Tennessee to replace the existing 1-story City Hall, which will be demolished. Additional information about the project is included in your scoping document dated November 12, 2020.

Our subsurface investigation will include 6 borings drilled in the locations shown in the attached drawing. Notice that we have added an additional boring to the 5 that you requested be drilled and have also modified the locations of one of the borings. Our logic for doing so is described herein. You provided us field logs of 3 CEC borings which were converted to monitoring wells. Whereas this boring information is useful, it lacks data related to geotechnical/foundation needs. For example, the CEC boring logs did not include rock-core information such as Rock Recovery and RQD; and the rock-core depths in Borings 1, 2, and 3 were 0', 5', and 5', respectively, as compared to the 10' minimum core-length typically needed for deep-foundation recommendations. Also, testing of the soil overburden only included SPT N-values, but no soil laboratory testing such as Natural Moisture Content, Atterberg Limits testing, Unconfined Compression testing, and Consolidation testing, all of which are necessary. For these reasons, primarily, we shifted the scoping document's NB-3 and added NB-6 as shown in the drawing.

The borings will first be advanced by augers through the soils to the auger-refusal depth, and will include Standard Penetration Testing (SPT), undisturbed Shelby-Tube sampling, and groundwater level measurements. The borings will then be extended 10 feet below the auger-refusal depth using the NX rock coring method. Upon completion of drilling, the borings will be backfilled with a mixture of bentonite chips and auger cuttings. On paved surfaces the borings will be capped with an oversized cement plug made flush with the surface.

Laboratory testing will include the following:

- Moisture Contents, Atterberg Limits tests, Sieve Analyses, and Index-Penetrometer tests for soil classification and strength index comparisons.
- Unconfined Compression testing on undisturbed soil samples for bearing capacity evaluation, if soft clays are encountered.
- Consolidation testing for settlement evaluation.
- Proctor and CBR tests for pavement design purposes.
- Rock Quality Designation (RQD) determinations on the rock-core samples.

New 3-Story City Hall
January 4, 2021

Page 2

Upon completion of the field investigation, lab testing, and analysis/evaluation, a geotechnical report will be prepared and submitted. The final report deliverable will be provided in PDF electronic format. This report will include the following:

- Description of the site, fieldwork, and general soils conditions encountered.
- Assessment of site conditions and geologic hazards.
- Standard Penetration Test borings, extending to refusal. Establish and record existing grade elevations at all boring locations. Verify the location of existing site utilities and coordinating boring locations to prevent damage, and for filling voids with like materials after boring.
- Coring all 6 borings below refusal to determine the character of the rock and the degree of bedrock weathering.
- Investigation by means of borings beyond the building footprint, including any areas designated as drives or parking, to determine general soil characteristics.
- Recording groundwater, if encountered, in each boring after 24 hours.
- Classification of all soil samples and water content on cohesive samples.
- Liquid limits, plastic limits, and grain size tests on representative soil samples.
- Seismic consideration and determination of Site Classification per the 2018 Edition of the International Building Code (IBC).
- Site preparation recommendations.
- Recommendations as to the suitability of on-site materials for use as structural fill.
- Evaluation of the impact of groundwater on design and construction, including recommendations for handling potential groundwater problems.
- Recommendations for shallow and deep foundation design with an evaluation of viable alternatives. Provide necessary soil and bedrock parameters for proper design of foundations subjected to vertical and lateral loads.
- Assessment of foundation settlement potential including total and differential settlements for each foundation system.
- Recommended design criteria for lateral earth pressure coefficients (active, passive, and at-rest) for retaining walls and basement walls.
- Evaluation of overall stability of cut, fill, and natural slopes, if applicable.
- Recommendations for slab-on-grade support, including subgrade modulus values.
- Frost penetration depth and effect.
- Recommendations for pavement design for both flexible and rigid pavements.

New 3-Story City Hall
January 4, 2021

Page 3

Since the borings will be drilled only around the perimeter of the existing City Hall building, our subsurface data for the entire property will be limited. And the recommendations upon which they are based will need to be considered preliminary in nature, to some extent. At the appropriate future time after the building has been razed, additional borings should be drilled to confirm the suitability of our preliminary recommendations for final design purposes.

We list below our presently anticipated work items, the estimated quantities, our unit prices, and our estimated budget cost.

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Sub-Total Amount</u>
Mobilization of Drill Rig	1	\$ 600.00/ea	\$ 600.00
Mobilization of Water Tank-Truck	1	300.00/ea	300.00
Underground Utility Search (via GPR Method)	1	800.00/ea	800.00
Water Tank-Truck Rental / Usage	3 days	300.00/dy	900.00
Borehole Set-Up	6	150.00/ea	900.00
Auger-Drilling and SPT Sampling	150 ft	16.00/ft	2,400.00
Shelby-Tube Sampling	6	60.00/ea	360.00
NX Rock Coring	60 ft	55.00/ft	3,300.00
Staff Engineer / Geologist (field work)	20 hrs	110.00/hr	2,200.00
Index-Penetrometer Test	42	12.00/ea	504.00
Natural Water Content	42	12.00/ea	504.00
Grain-Size Analysis	2	80.00/ea	160.00
Atterberg Limits Test	10	70.00/ea	700.00
Consolidation Test	2	300.00/ea	600.00
Unconfined Compression Test	4	70.00/ea	280.00
Staff Engineer/Geologist	10 hrs	110.00/hr	1,100.00
Project Engineer/Geologist	24 hrs	150.00/hr	3,600.00
Sr Project Engineer	8 hrs	200.00/hr	1,600.00
Support Staff	8 hrs	70.00/hr	560.00

ESTIMATED GRAND TOTAL COST = \$ 21,368.00

Based upon these unit prices and quantities, our budget cost estimate of this study is \$21,368. We propose to bill you based on these unit prices. This budget estimate includes a reasonable amount of time during the design phase of the project to provide interpretations and/or clarifications of recommendations and to answer questions the design team may have in implementing our recommendations. We have also attached our complete standard fee schedule for other items not listed above. Our unit prices provided are inclusive of travel costs to/from the site.

We can provide the additional services you requested, priced as separate line items. Our costs are listed below.

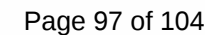
- Soil Shear-Wave Velocity (Re-Mi) Test \$2,500.00
- Site Specific Seismic Study (e.g., PSHA) \$2,800.00

New 3-Story City Hall
January 4, 2021

Page 4

We are currently available to begin work on the site within 5 days of your formal approval and clearance of underground utilities. Public utilities will be located by both the free “call-in” service and the Ground-Penetrating Radar (GPR) method, which is already included in our cost. If any changes in the plans are indicated by the initial results, we will consult with you and suggest any necessary changes. The field work should take about 3 days to complete. Our final written report will be submitted approximately 6 weeks following authorization-to-proceed.

We assume that all necessary approvals have been obtained for working at this site and operating our equipment on the premises. Our prices do not include repair landscaping costs; but we will take reasonable precautions to minimize damages.



GEOTEK

Geotek Engineering Company, Inc. • 2909 Elizabeth Street • Nashville, Tennessee 37211-2302
(615) 833-3800 • www.geotektn.com

2020 Fee Schedule

PERSONNEL STANDARD HOURLY RATES

Principal Engineer or Manager	\$...300.00/hr
Project Engineer, Manager, or Geologist (Level II)	180.00/hr
Project Engineer, Manager, or Geologist (Level I)	150.00/hr
Staff Engineer or Geologist (Level II)	130.00/hr
Staff Engineer or Geologist (Level I)	110.00/hr
Senior-Level Field Technician (for other testing/monitoring)	90.00/hr
Field Technician (for routine soil and concrete testing)	70.00/hr
Special Inspector IBC Ch. 17 (e.g., Deep Foundation, Structural Steel, Wood, Masonry, etc.)	100.00/hr
Support Staff (drafting, secretarial)	70.00/hr
Travel Per Diem	200.00/day(±)
Mileage (to/from site)	0.65/mi
Vehicle Daily Rate (on-site)	30.00/day

FIELD INVESTIGATION

Mobilization of Heavy Equipment (e.g., truck-mounted drill rig, water truck, dozer, etc.)	\$...600.00/ea
Mobilization of Specialized Heavy Equipment (e.g., ATV-mounted drill rig)	1000.00/ea
Mobilization of Light Equipment (e.g., steam cleaner, portable core drill, etc.)	300.00/ea
Dozer	cost + 15%
Backhoe	cost + 15%
Water truck	350.00/day
Steam cleaner	200.00/day
Portable core-drill	cost + 15%
Rentals	cost + 15%
Borehole set-up	60.00/ea
Auger sounding/drilling	11.00/ft
Standard Penetration Testing (SPT) and sampling at 2.5-ft intervals for first 10 feet and 5-ft intervals thereafter - 0 to 50 ft depth	16.00/ft
- 50 to 100 ft depth	24.00/ft
Continuous SPT and sampling - 0 to 50 ft depth	32.00/ft
- 50 to 100 ft depth	48.00/ft
Shelby tube sampling	65.00/ea
Cement / bentonite grout-backfill of borings	6.00/ft
Coring set-up	160.00/ea
NX rock coring	58.00/ft
Asphalt or concrete boring-patch	80.00/ea
Drilling in rock (3- to 6-inch roller bit)	50.00/ft
Drill rig and crew requiring use of rig for special purposes (e.g., difficult drilling conditions, field permeability testing, instrumentation, etc.)	325.00/hr
Furnish and install (in pre-drilled hole) - 2-inch, Sch 40 PVC casing with 10-ft well screen and backfill with sand, bentonite seal, and grout	35.00/ft
Furnish and install 6-inch protective steel surface casing with locking cap	500.00/ea
Standby and miscellaneous time for drill crew (e.g., wait on client, decontamination, gate entry/exit delays, geophysical logging, prepare access roads, survey boring locations, etc.)	325.00/hr

- NOTES:**
1. All mobilization rates listed above are minimum charges. Actual charge may vary with location and job requirements.
 2. Minimum project charge for truck-mounted drill rig and crew is \$2,500 and for ATV-mounted drill rig and crew is \$2,700.
 3. Various other well installation requirements such as inclinometer casing, Sch 80 PVC casing, stainless steel casing, protective guard posts, etc. are available upon request.
 4. Other drilling/sampling services (e.g., barge-mounted drilling, 11-inch augering, angle drilling, piston sampling, HX coring, air-rotary drilling, grouting, etc.) are available upon request.
 5. Other field testing services such as field CBR, plate load, pile load, field permeability, non-destructive steel, pH, resistivity, etc. are available upon request.
 6. Rates are subject to annual escalation.

Geotek Engineering Company, Inc.
2020 Fee Schedule

LABORATORY TESTING

Soil, Aggregate, and Rock-Core

Nuclear density meter rental	\$ 50.00/day
Static or dynamic cone penetrometer	50.00/day
Natural water content	12.00/ea
Atterberg limits (liquid and plastic)	70.00/ea
USCS or AASHTO Classification	10.00/ea
Unit weight of soil or rock	20.00/ea
Specific gravity of solids	60.00/ea
Grain-size analysis - complete	120.00/ea
- washed	90.00/ea
- material passing No. 200 sieve	60.00/ea
Unconfined compression test of soil	70.00/ea
Index-penetrometer Test	12.00/ea
Proctor - Standard or Modified	160.00/ea
- Method C	220.00/ea
Swell test w/restraint	200.00/ea
Hydraulic conductivity w/ triaxial permeameter - undisturbed	275.00/ea
Consolidation - w/ rebound	325.00/ea
- w/ rate of consolidation measurements	475.00/ea
Triaxial compression - unconsolidated-undrained (3 points)	900.00/ea
- consolidated-undrained (3 points)	1,200.00/ea
- consolidated-drained (3 points)	1,500.00/ea
Remold samples for specialized tests (e.g., hydraulic conductivity, triaxial, and consolidation)	60.00/ea
California Bearing Ratio - 3 points	450.00/ea
- 1 point	250.00/ea
- undisturbed sample	200.00/ea
Los Angeles abrasion of aggregate	400.00/ea
Sodium Sulfate soundness test for aggregate (5 cycles)	500.00/ea
Relative density of cohesionless soil	150.00/ea
Sand equivalence test	120.00/ea
Flat, elongated, fractured faces of aggregate	110.00/ea
Organic content (lost in ignition)	60.00/ea
pH of soil (lab method)	30.00/ea
Resistivity of soil (lab method)	70.00/ea
Point Load Index Test of Rock (Axial)	90.00/ea
Splitting Tensile Test of Rock Core (Brazilian)	90.00/ea
Compressive Strength of Rock Core	70.00/ea

Concrete

Concrete Mix Design - standard	\$ 2,500.00/ea
- 1-pt. verification	1,800.00/ea
- verification without testing	1,000.00/ea
Flexural Strength and/or Curing of Concrete Beams	60.00/ea
Compressive Strength of Concrete Cylinder	15.00/ea
Petrographic Analysis	cost + 15%
Concrete Coring	cost + 15%
Compressive Strength of Structural Grout	40.00/ea

Asphalt

Asphalt Mix Design - Marshall method	\$ 2,500.00/ea
- per TDOT requirements	4,000.00/ea
- 1-pt. verification	1,800.00/ea
- verification without testing	1,000.00/ea
Extraction/gradation	200.00/ea
Unit weight of in-place asphalt cores	50.00/ea
Marshall compaction and density (1 set of 3 specimens)	250.00/ea
Marshall stability and flow (1 set of 3 specimens)	250.00/ea
Nuclear density meter rental	50.00/day
Theoretical Specific Gravity (Rice method)	75.00/ea
Asphalt Coring	cost + 15%

Geotek Engineering Company, Inc.
2020 Fee Schedule

LABORATORY TESTING (continued)

Masonry

Compressive Strength of Mortar or Masonry Grout	\$...50.00/ea
Unit Weight and Absorption of Concrete Masonry Units.....	80.00/ea
Compressive Strength of Concrete Masonry Units	80.00/ea
Compressive Strength of Concrete Masonry Unit Prisms.....	130.00/ea

Steel

Visual Weld, Bolt Torque, Shear Stud Monitoring.....	Hourly Rate
Steel Reinforcement and Post-Tensioning Steel Monitoring.....	Hourly Rate
Fireproofing Testing/Monitoring	Hourly Rate
Non-Destructive Steel Testing Services.....	Upon Request

- NOTES:**
- 1. 24-hour notice required for field testing services.
 - 2. Field testing services charged portal to portal.
 - 3. Normal work day is any 8-hr period between 7:00 a.m. to 6:00 p.m. Overtime multiplier of 1.5 for technicians will be applicable for services rendered outside of these hours, over 8 hours/day within this period, and on Saturdays, Sundays, and Holidays.
 - 4. Minimum site visit charge for inspector and technician is 4 hours (exception if only for pick-up/delivery of samples, cylinders, letters, etc.)
 - 5. Technicians, geologists, and engineers for field testing, monitoring, and evaluation (e.g., load tests, test-pit sampling, In-Place-Density testing, preparation of cylinders, core sampling, etc.) are charged at standard hourly rates noted herein.
 - 6. "Engineer/Manager" and "Support Staff" time spent to produce, review, and submit field reports will be charged.
 - 7. Special and/or additional laboratory-test procedures or effort might require different cost-basis.
 - 8. Rates are subject to annual escalation.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0005**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **WINDROW PHILLIPS GROUP** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide lobbying and advisory services, and to represent the City's interests before the Tennessee General Assembly and the administrative branch of government in connection with City's intent for services, hereinafter referenced as Services. The Services are described as follows:

Lobbying and Advisory Services ("Services")

1. **SCOPE OF SERVICES.** Consultant shall arrange for and provide lobbying services on specific legislative matters; track relevant legislation; monitor regulatory changes; interface with policy makers on behalf of the City; assist in writing, amending and/or defeating legislation of behalf of the City; provide reports throughout the legislative session; and serve as a source of information and as a legislative liaison, even during off-term.
2. Consultant shall be paid for Services in the Not-to-Exceed Amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) yearly effective January 1, 2021, through December 31, 2021, plus any lobbyist registration fees.

[Remainder of page left intentionally blank.]

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.

ARTICLE 2. GENERAL CONDITIONS.

- 2.1 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Services acting upon written instruction issued by the Consultant.
- 2.2 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 2.3 **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.
 - 2.3.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this Agreement.

ARTICLE 3. TERMINATION.

Either party may terminate performance under this Agreement in whole or in part, for the convenience of the party by giving thirty (30) day written notice to the other party. In such case, the Consultant shall be paid only for the work that is complete at the time of termination.

ARTICLE 4. SCOPE OF SERVICES.

Consultant shall provide the Services as described in the Scope of Services. 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.

ARTICLE 5. SCHEDULE.

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.

ARTICLE 6. INSURANCE.

During the performance of the Services under this Agreement, Consultant shall maintain a \$2,000,000.00 insurance policy and shall provide a copy of the certificate to the City upon execution of this Agreement.

ARTICLE 7. PAYMENT.

Consultant shall provide monthly invoices for Services. Payment is due within 30 (thirty) days of invoice.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Services, 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 Services 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.
- 8.2 **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.
- 8.3 **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.
- 8.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 9. EXTENT OF AGREEMENT:

- 9.1 **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.
- 9.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for the Services 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 10. DISPUTE RESOLUTION, BREACH.

- 10.1 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.
- 10.2 **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 11. 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.

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney

WINDROW PHILLIPS

By: 
Anna Durham Windrow
Principal