



Meeting Agenda

Capital Investment Committee

Thursday, March 25, 2021

3:30 PM

Board Room

The Capital Investment Committee Meeting 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: 946 1616 1397 Passcode: 703550. 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 2:30 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 2021-45, A Resolution Declaring That The Capital Investment Committee Shall Meet On March 25, 2021 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

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes Of The January 28, 2021 Capital Investment Committee Meeting.

NEW BUSINESS

3. Presentation On The Street Department's Main Street Sidewalk Repair Project.

Sponsors: Steve Grubb, William Banks

4. Consideration Of DRAFT COF Contract No. 2021-0048, With Hazen And Sawyer A Proposal For On-Call Hydraulic Water Modeling Assistance.

Sponsors: Michelle Hatcher

5. Consideration Of DRAFT Amendment No. 1 To COF Contract No. 2019-0250 With Hethcoat & Davis For Engineering Support For The Goose Creek At Redwing Farms Reclaimed Water Pump Station

Sponsors: Michelle Hatcher, Patricia McNeese

6. Consideration Of DRAFT COF Contract No. 2021-0060, A Professional Services Agreement With CIA For Design Of Adams Street Water And Sewer Replacement

Sponsors: Michelle Hatcher, Patricia McNeese

7. Consideration Of DRAFT COF Contract No. 2021-0039, With Suez Zenon Environmental Corporation For A 5 Year Contract For Services.

Sponsors: Michelle Hatcher

8. Consideration Of Resolution 2021-52, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To 1256 Lewisburg Pike.

Sponsors: Michelle Hatcher, Scott Andrews

9. Consideration Of Denial Of Sewer Availability At 1703 Swansons Ridge Drive.

Sponsors: Michelle Hatcher, Scott Andrews

10. Consideration To Grant Water And Sewer Availability For 4022 Clovercroft Road (Map 079L, Parcel 00400)

Sponsors: Michelle Hatcher, Scott Andrews

11. Consideration To Grant Water And Sewer Availability For 4024 Clovercroft Road (Map 079L, Parcel 00300).

Sponsors: Michelle Hatcher, Scott Andrews

12. Consideration Of DRAFT COF Contract No. 2021-0050, A Professional Services Agreement With HDR Construction Control Corporation For Construction Engineering And Inspection For The Carothers Parkway Widening And Southeast Municipal Complex Entrance Project In The Amount Not-To-Exceed \$219,777.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

13. Capital Projects Dashboard And Status Updates For March 2021.

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

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



File #: 21-01863

DATE: March 18, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2021-45, A Resolution Declaring That The Capital Investment Committee Shall Meet On March 25, 2021 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 approval of Resolution 2021-45.

RESOLUTION 2021-45

A RESOLUTION DECLARING THAT THE CAPITAL INVESTMENT COMMITTEE SHALL MEET ON MARCH 25, 2021, 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, Executive Order No. 71, and Executive Order No. 78 allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, and 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 Capital Investment Committee believe it is in the best interest of the City of Franklin to conduct the March 25, 2021, 3:30 p.m. Capital Investment Committee meeting by electronic means.

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

The Capital Investment Committee meeting scheduled for March 25, 2021, at 3:30 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Capital Investment Committee 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.franklin.tn.gov/Home/Components/Calendar/Event/10150/1092>

IT IS SO RESOLVED AND DONE on this 25th day of March, 2021.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CAPITAL INVESTMENT COMMITTEE:

By: _____
Brandy Blanton
Chair

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



File #: 21-01858

DATE: March 17, 2021
TO: Capital Investment Committee
FROM: Steve Grubb, Director of Streets
William Banks, Staff Engineer

SUBJECT:

Presentation On The Street Department's Main Street Sidewalk Repair Project.

PURPOSE:

The purpose of this memorandum is to provide a presentation to the Franklin Board of Mayor and Aldermen (BOMA) concerning the upcoming Main Street Sidewalk Repair Project.

BACKGROUND/STAFF COMMENTS:

The original Main Street streetscape project was completed in the early 90's. The existing brick pavers along Main Street, from 5th Ave. N to 1st Ave. N/S are now faded and uneven, creating numerous ADA issues. In addition, the sidewalk tree grates are aging and need to be replaced. The Street Department spends a significant amount of funding annually to maintain and fix the brick pavers located in the sidewalks and crosswalks.

On August 13, 2019, the Board of Mayor and Aldermen approved Resolution 2019-68, adopting the project list for the FY 2019-2028 CIP (Capital Investment Program). The Main Street Sidewalk Repair Project was included in this list with an estimated cost of \$2,200,000.00. The project is proposing to replace all the brick pavers, brick crosswalks, and sidewalk tree grates from 5-Points to 1st Ave, to bring Main Street up to current ADA standards and refresh the aesthetics of downtown. The intent is to also save as much of the concrete infrastructure as possible, including the sidewalks, curbs, and borders, to help reduce costs. This project will decrease long term brick paver maintenance and decrease the number of ADA deficiency issues that occur on an annual basis.

To help develop an updated project scope, the Street Department and Engineering Department recognized the need to work with our ongoing streetscape consultant, CT Consultants, and have them prepare new project schematics and concept artist renderings. Details of this design work included the following...

1. Prepare a plan to illustrate the proposed sidewalk improvements and alternatives for existing sidewalk tree wells, focusing on Main Street from 4th Ave. to 3rd Ave. as the sample project area:
 - a. Treatments for tree wells in their current locations, such as new tree grates, planted cutouts, permeable pavers, or other potential solutions.
 - b. Incorporation of additional curb extensions with relocated tree wells and the associated impacts to parking and circulation.

- c. Review tree well and curb extension alternatives with City and determine desired treatment.
2. Recommend type of brick, color, and pattern to be used in sidewalks and crosswalks at each location to replace the faded existing pre-cast concrete pavers.
3. Recommend alternatives for parking along the perimeter of the square to provide a surface that can be re-stripped with paint as needed.

Development of the schematics and concept artist renderings were also influenced through collaboration between multiple departments, such as Planning, Parks, Street, and Engineering. Together, the following items were discussed and may need to be developed further and finalized as the project moves forward:

1. Additional design for the proposed sidewalk improvements to ensure ADA compliance.
2. Finalize the viability of the alternative curb extensions/bioretenion areas for tree wells, allowing for a wider sidewalk. Main Street underground basements need to be investigated and surveyed to make sure any tree well relocations or bioretention areas don't compromise these. Underground utility conflicts also need to be reviewed.
3. The proposed street tree varieties have been developed and were coordinated with multiple Landscape Architects and the Parks Dept. Urban Forestry Superintendent.
4. The schematics show 4 options to revitalize the parking areas within The Square. Additional staff discussion will be needed before the appropriate solution is selected.
5. The existing memorial/dedication pavers – Staff have had multiple discussions over the last year on how to navigate the possible reuse, relocation, or remanufacture of these, as they are in poor condition. Staff plans to seek input from the Heritage Foundation and other downtown associations, including the business owners along Main Street. Staff would like to bring options back to the Board, based off the public input, to request guidance on an ultimate plan for the memorial pavers.
6. Phasing – The project spans all of Main Street, from 5 Points to 1st Ave. Staff originally planned to begin the first phase of the sidewalk repair project within the block of 2nd Ave and 1st Ave. Another option is to focus the first phase of the project around the two blocks from 5th Ave through The Square (3rd Ave), because of the heavy pedestrian usage and scheduled events.
7. Coordination with the City Hall Facility Project and what is designed for the sidewalk and crosswalks near City Hall.

Attached for your review is Exhibit A, the final schematics and concept artist renderings. If the Board approves the concept for this project, staff will begin gathering additional survey data and public input.

FINANCIAL IMPACT:

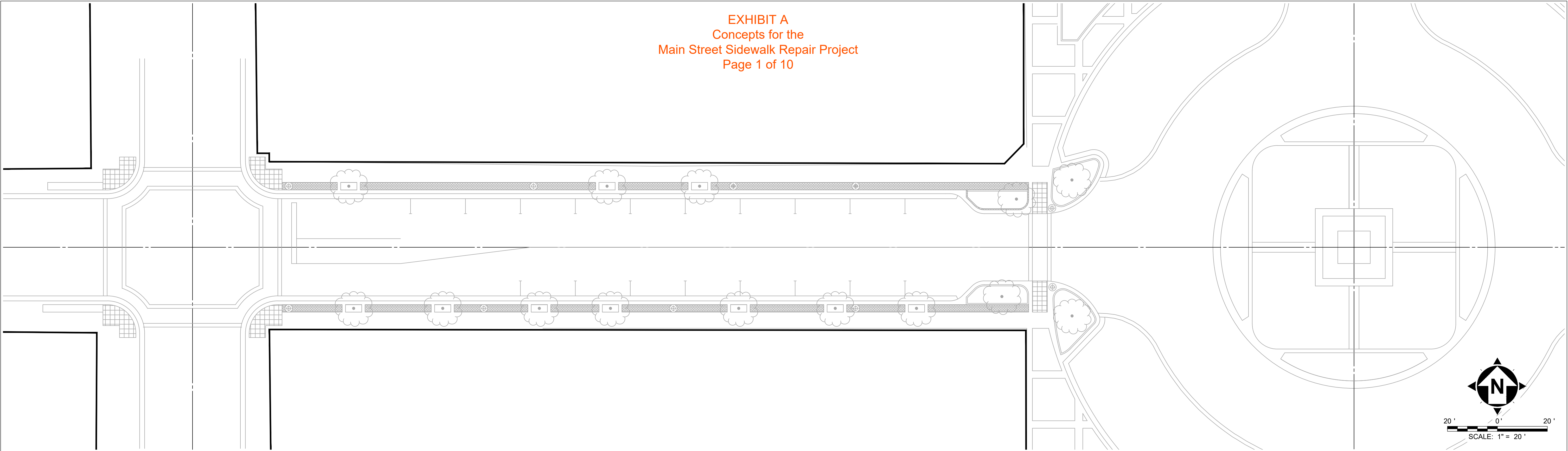
As part of the initial project funding from the FY 2019-2028 CIP, \$250,000.00 has already been allocated to the Main Street Sidewalk Repair Project. Staff have already utilized \$12,700.00 for the schematics and artist renderings. Staff may in the near future propose utilizing some of the remaining allocated funds to bring a designer on board and help with the following:

1. Verify existing drainage and utility conflicts
 2. Use the city's ADA transition plan to focus on correcting critical ADA non-compliance areas
 3. Produce a sidewalk and tree well relocation design that will allow project phasing scopes and cost estimates to be developed
 4. Help produce the necessary plans for bidding out a future construction project
- Once the Board and public input is gathered, staff can begin working with a designer to prepare a proposal for the above items (if the project scope deems this necessary).

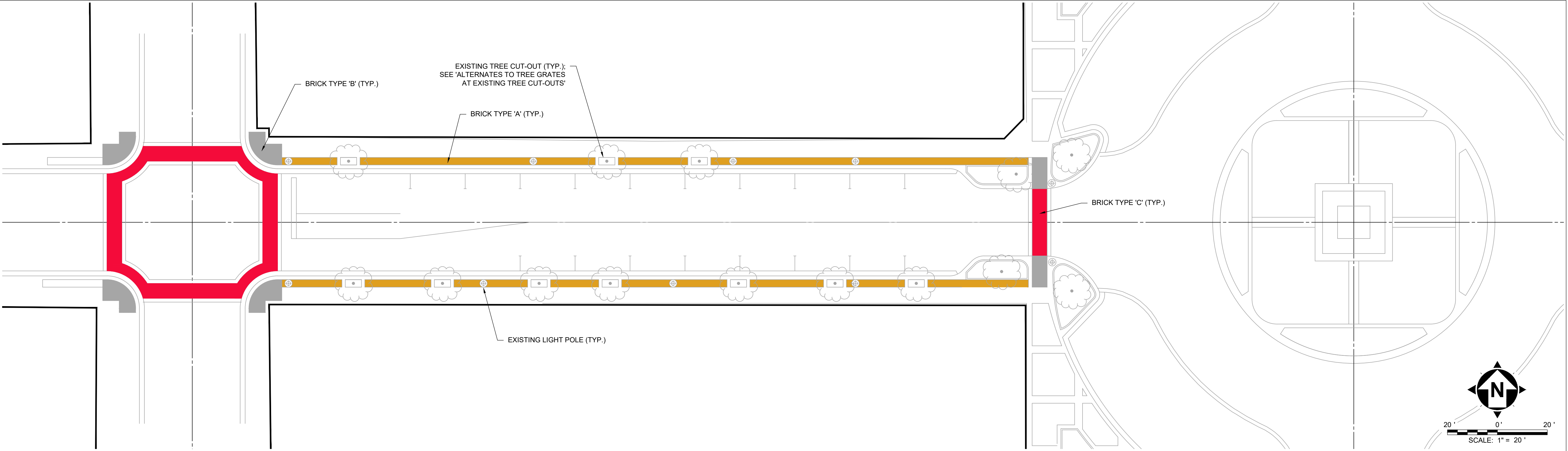
RECOMMENDATION:

Staff is seeking approval of the initial concept renderings and requesting additional guidance and recommendations on how to move forward with the project, before any downtown public involvement begins.

EXHIBIT A
Concepts for the
Main Street Sidewalk Repair Project
Page 1 of 10



EXISTING CONDITIONS



PROPOSED IMPROVEMENTS - CONCEPT #1



NO	REVISION	DATE
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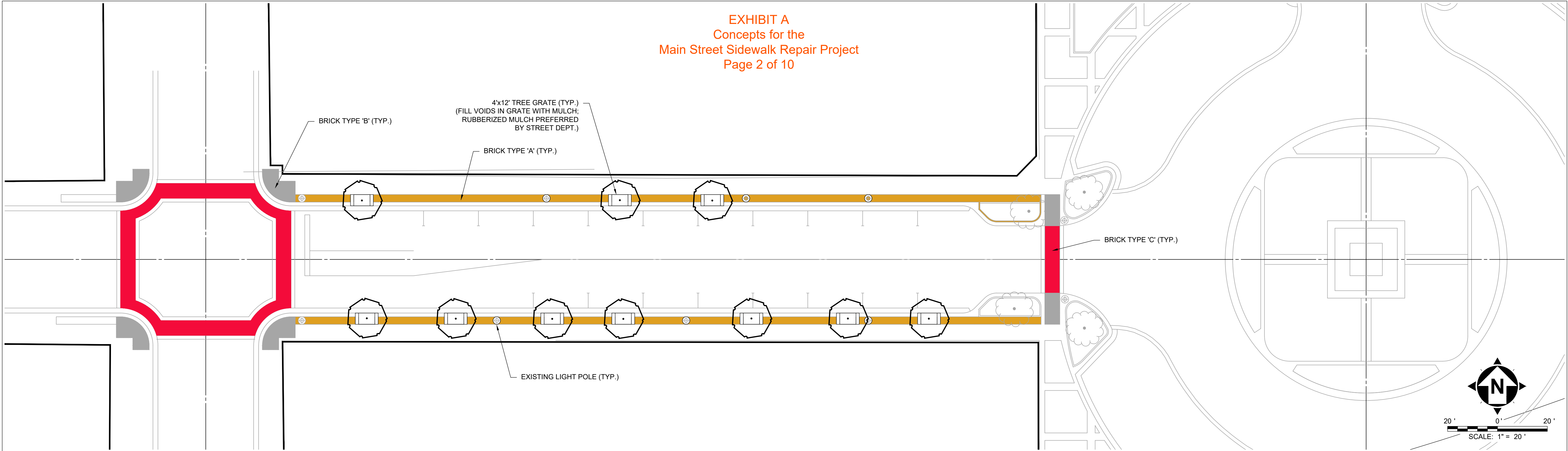
MAIN STREET:
FOURTH AVE. TO PUBLIC SQUARE

SCALE:	AS SHOWN
DATE:	8/25/20
DESIGNED BY:	PJR
DRAWN BY:	BEK
CHECKED BY:	PJR

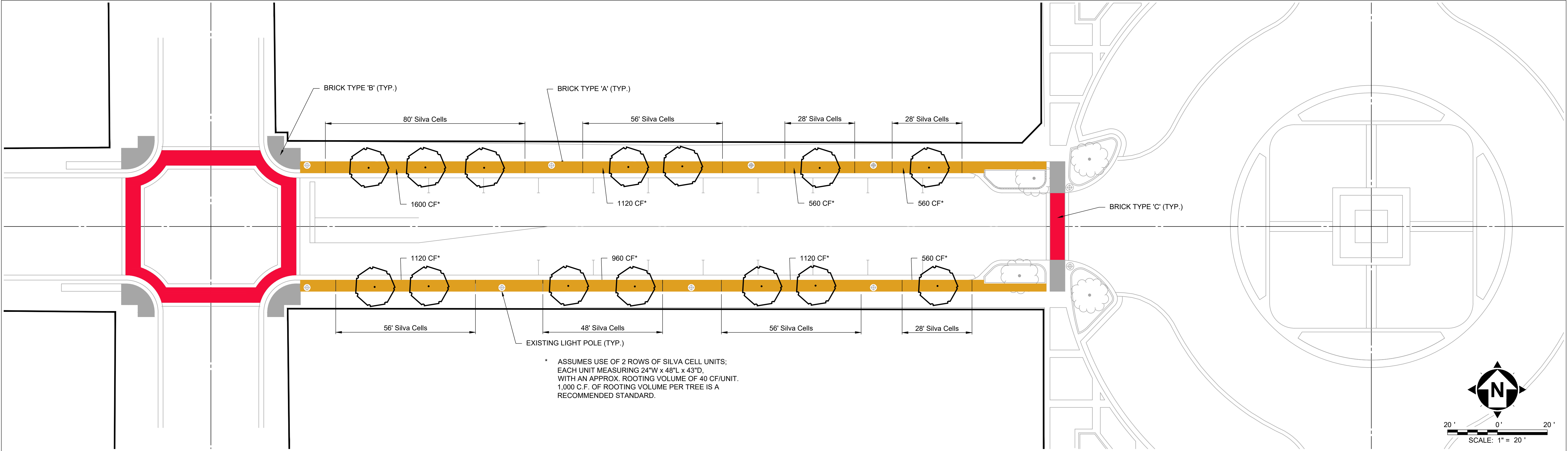
FRANKLIN TENNESSEE MAIN STREET
SIDEWALK IMPROVEMENT PROJECT
ALTERNATE TREATMENTS FOR TREE
PLANTINGS AND BRICK REPLACEMENTS

PROJECT NO:	
200234	
DRAWING NAME	
SHEET	OF
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EXHIBIT A
Concepts for the
Main Street Sidewalk Repair Project
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PROPOSED IMPROVEMENTS - CONCEPT #2



PROPOSED IMPROVEMENTS - CONCEPT #3



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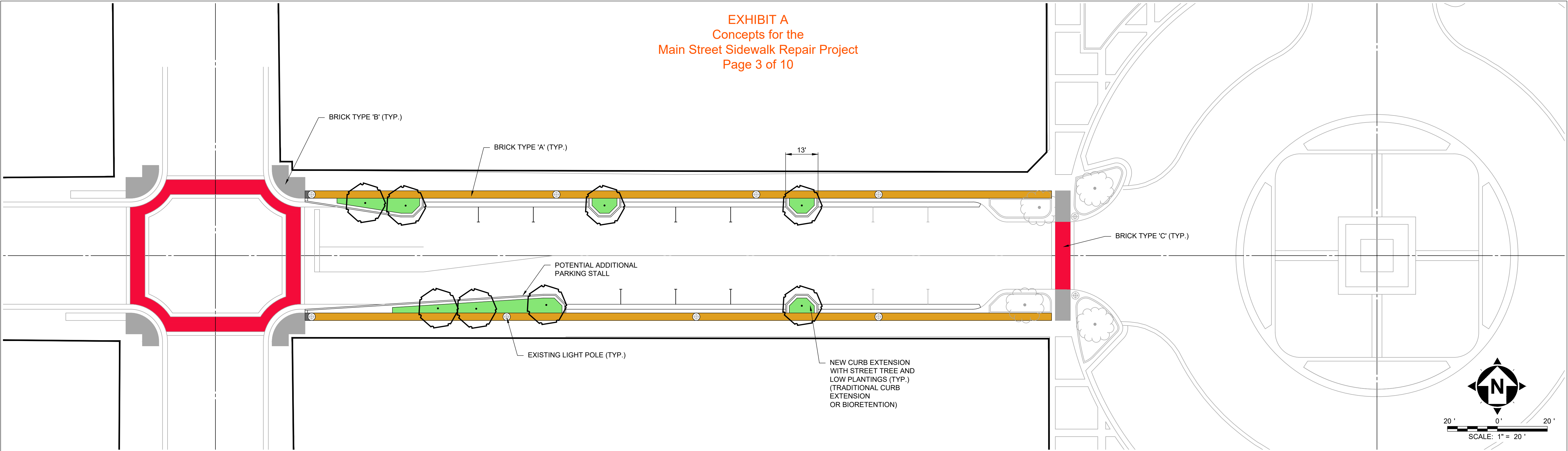
MAIN STREET:
FOURTH AVE. TO PUBLIC SQUARE

SCALE:	AS SHOWN
DATE:	8/25/20
DESIGNED BY:	PJR
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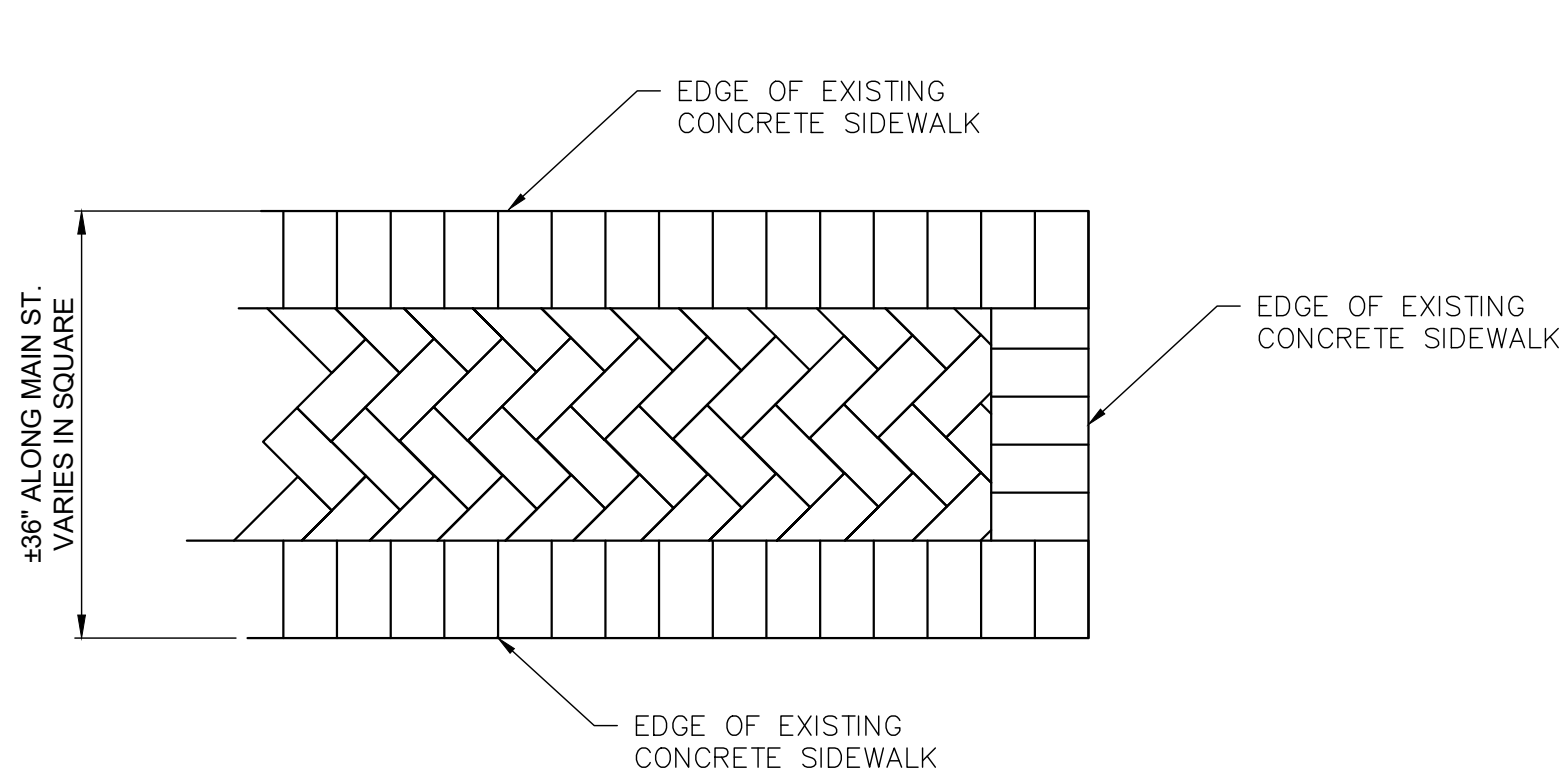
FRANKLIN TENNESSEE MAIN STREET
SIDEWALK IMPROVEMENT PROJECT
ALTERNATE TREATMENTS FOR TREE
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PROJECT NO:	
200234	
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EXHIBIT A
Concepts for the
Main Street Sidewalk Repair Project
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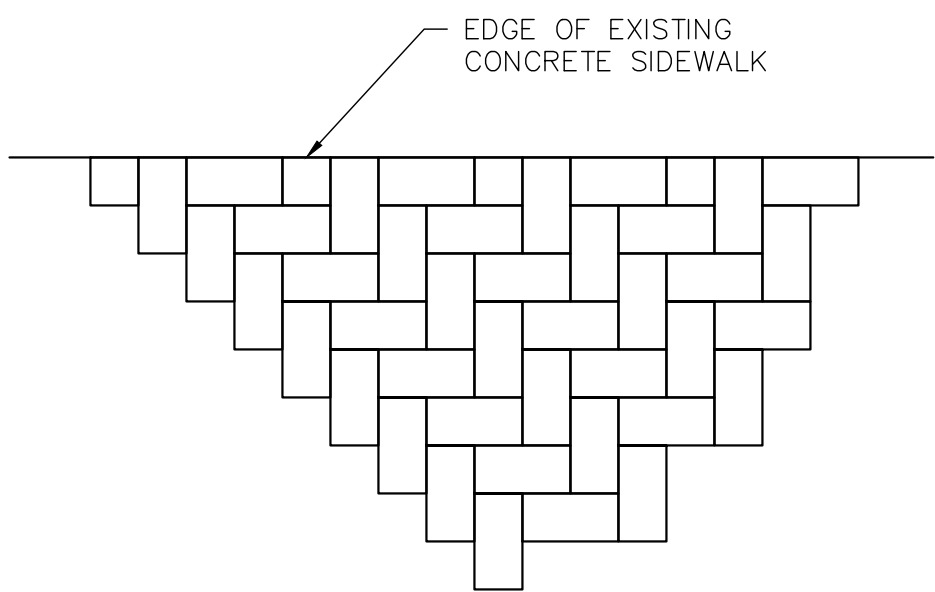


PROPOSED IMPROVEMENTS - CONCEPT #4



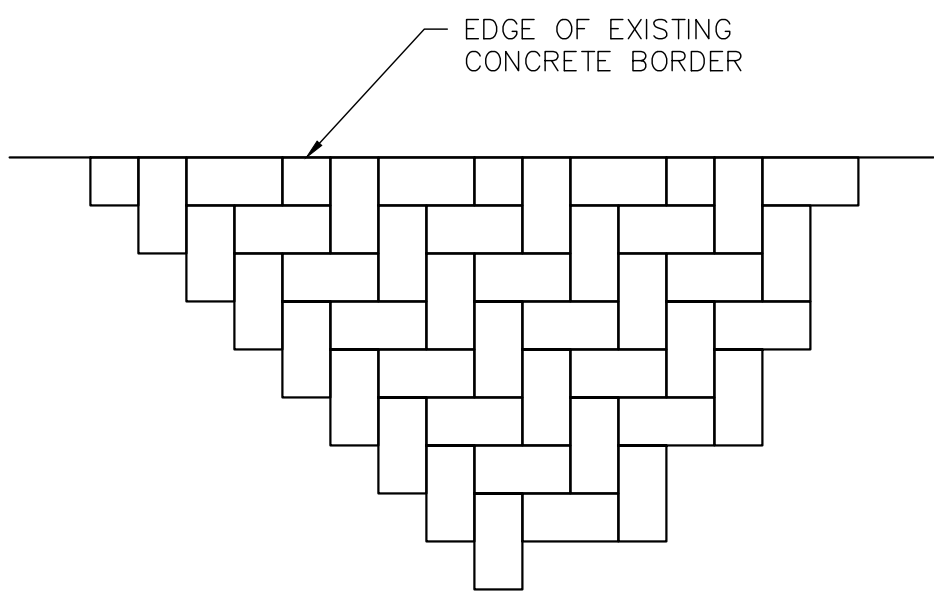
BRICK TYPE 'A' PAVERS SHALL BE STANDARD 4"x8"x2-1/4" ANTIQUE BEVELED EDGE IN PATTERN INDICATED (SOLDIER COURSE BORDERS WITH DIAGONAL HERRINGBONE FIELD). COLOR: "OLDE TAVERN", AS MANUFACTURED BY PINE HALL BRICK, WINSTON-SALEM, NC (1-800-952-7425).

BRICK TYPE 'A'



BRICK TYPE 'B' PAVERS SHALL BE STANDARD 4"x8"x2-1/4" BEVELED EDGE IN PATTERN INDICATED (HERRINGBONE). COLOR: "ENGLISH EDGE IRONSPOT", AS MANUFACTURED BY PINE HALL BRICK, WINSTON-SALEM, NC (1-800-952-7425).

BRICK TYPE 'B'



BRICK TYPE 'C' PAVERS SHALL BE HEAVY VEHICULAR 4"x8"x2-3/4" BEVELED EDGE IN PATTERN INDICATED (HERRINGBONE). COLOR: "ENGLISH EDGE IRONSPOT", AS MANUFACTURED BY PINE HALL BRICK, WINSTON-SALEM, NC (1-800-952-7425).

BRICK TYPE 'C'



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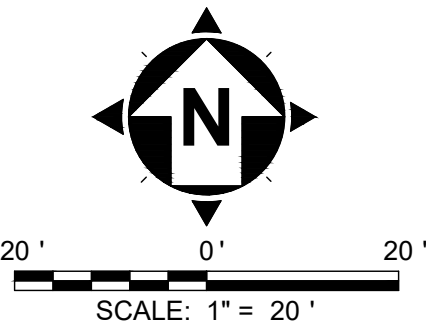
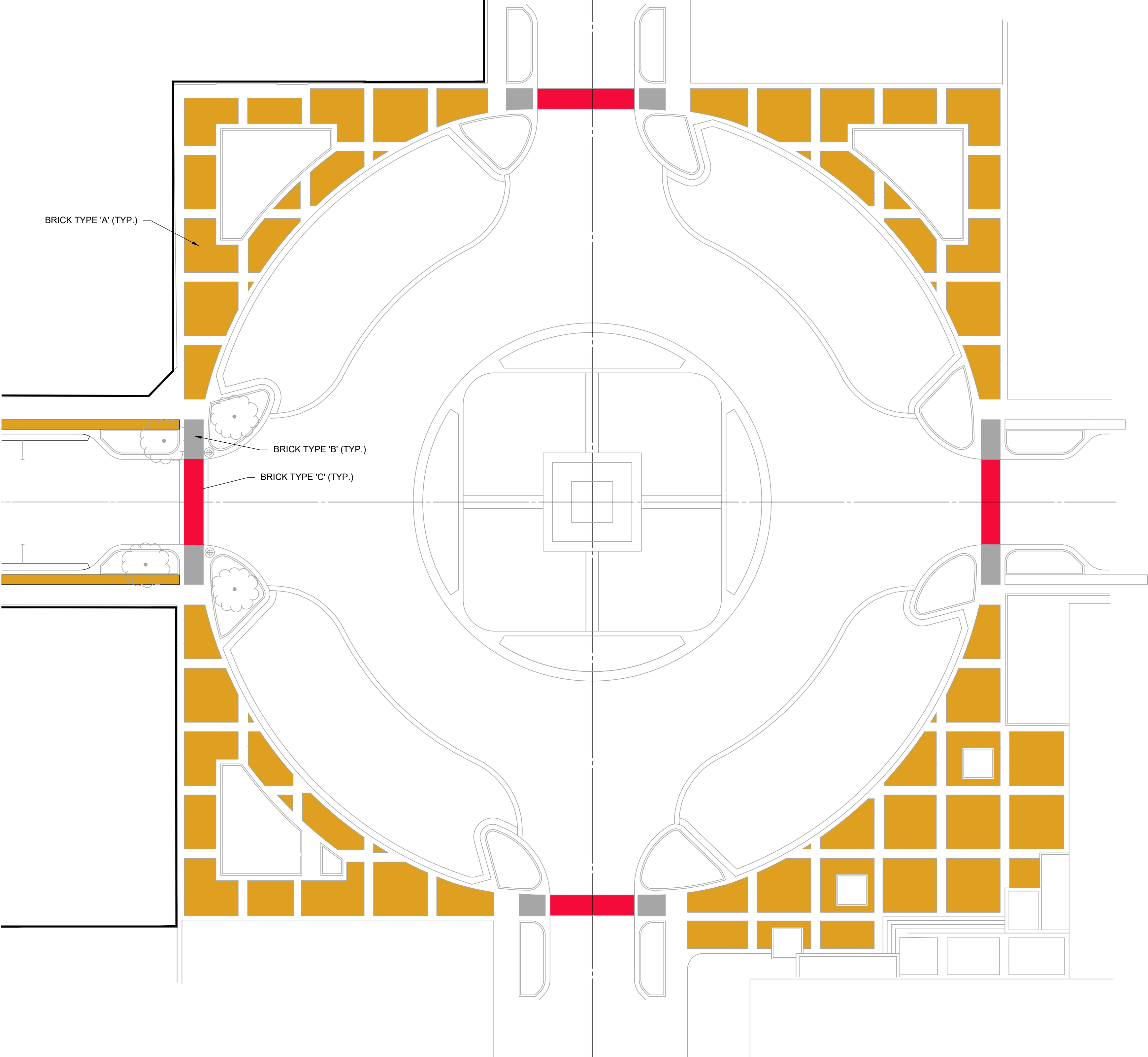
MAIN STREET:
FOURTH AVE. TO PUBLIC SQUARE

SCALE:	AS SHOWN
DATE:	8/25/20
DESIGNED BY:	PJR
DRAWN BY:	BEK
CHECKED BY:	PJR

FRANKLIN TENNESSEE MAIN STREET
SIDEWALK IMPROVEMENT PROJECT
ALTERNATE TREATMENTS FOR TREE
PLANTINGS AND BRICK REPLACEMENTS

PROJECT NO:	200234
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EXHIBIT A
Concepts for the
Main Street Sidewalk Repair Project
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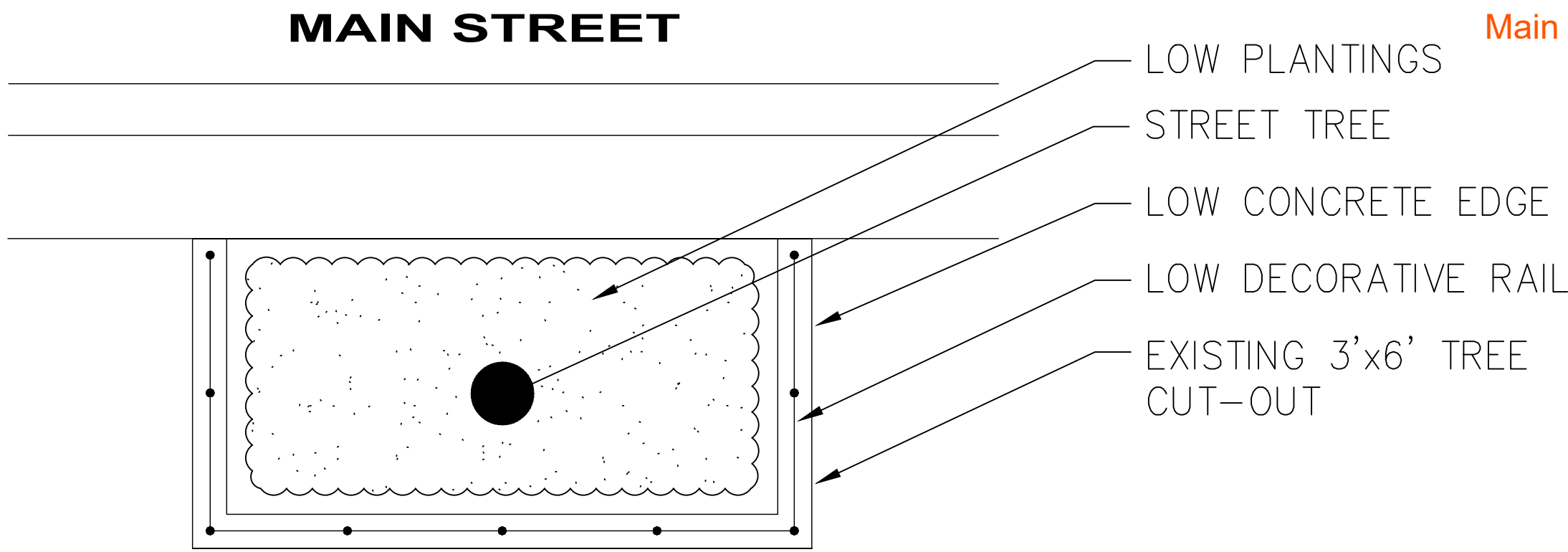
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PUBLIC SQUARE

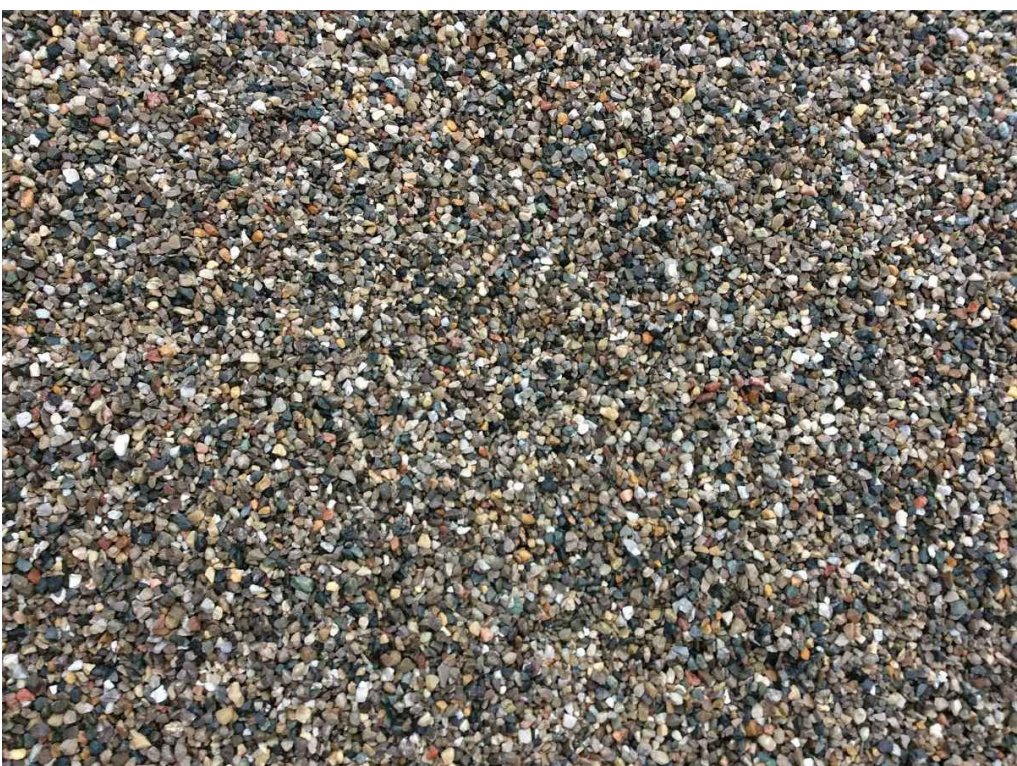
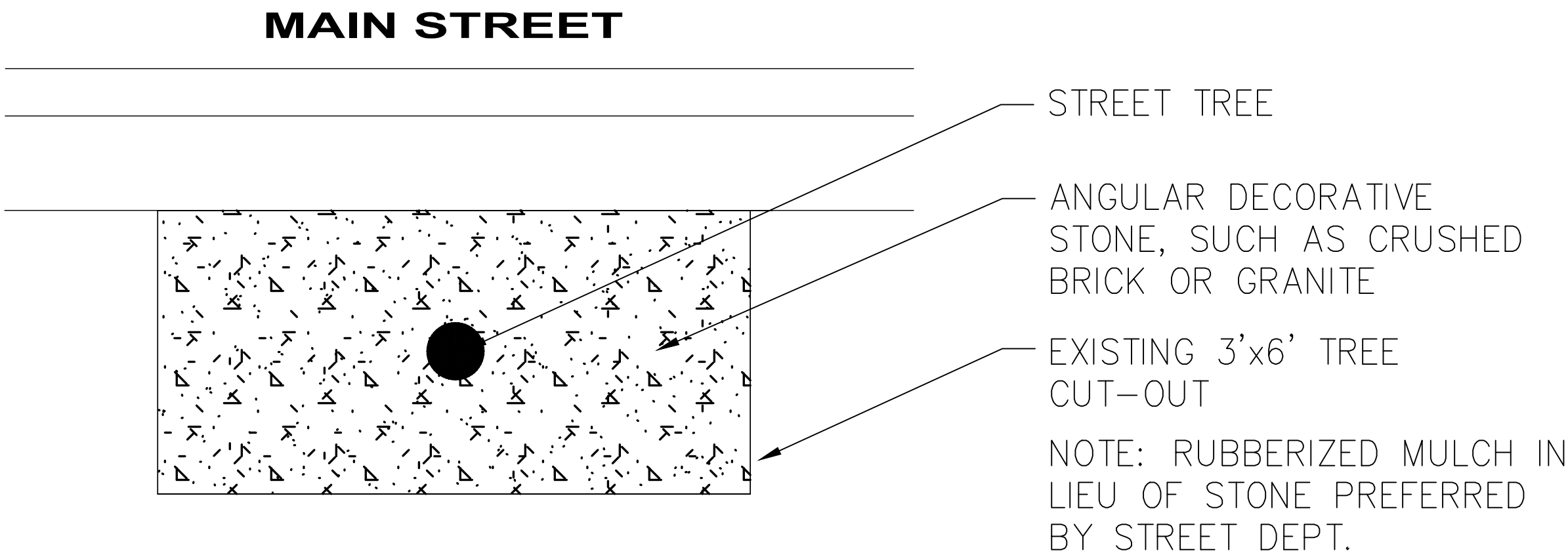
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DATE:	8/25/20
DESIGNED BY:	PJR
DRAWN BY:	BEK
CHECKED BY:	PJR

FRANKLIN TENNESSEE MAIN STREET
SIDEWALK IMPROVEMENT PROJECT
BRICK REPLACEMENTS

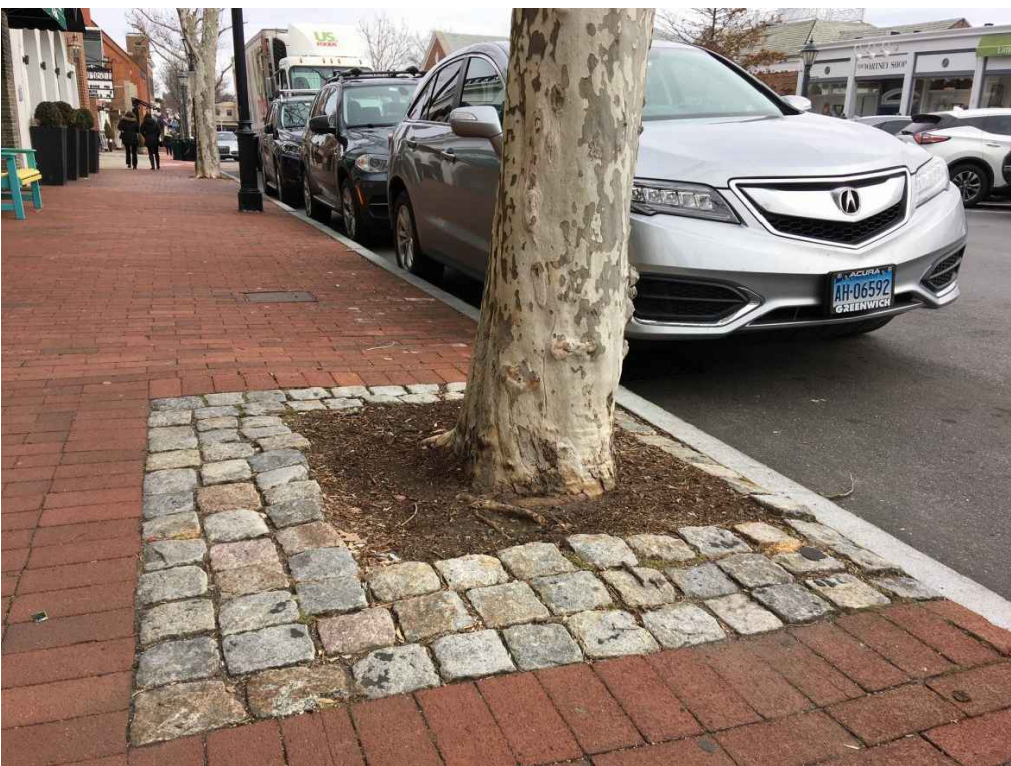
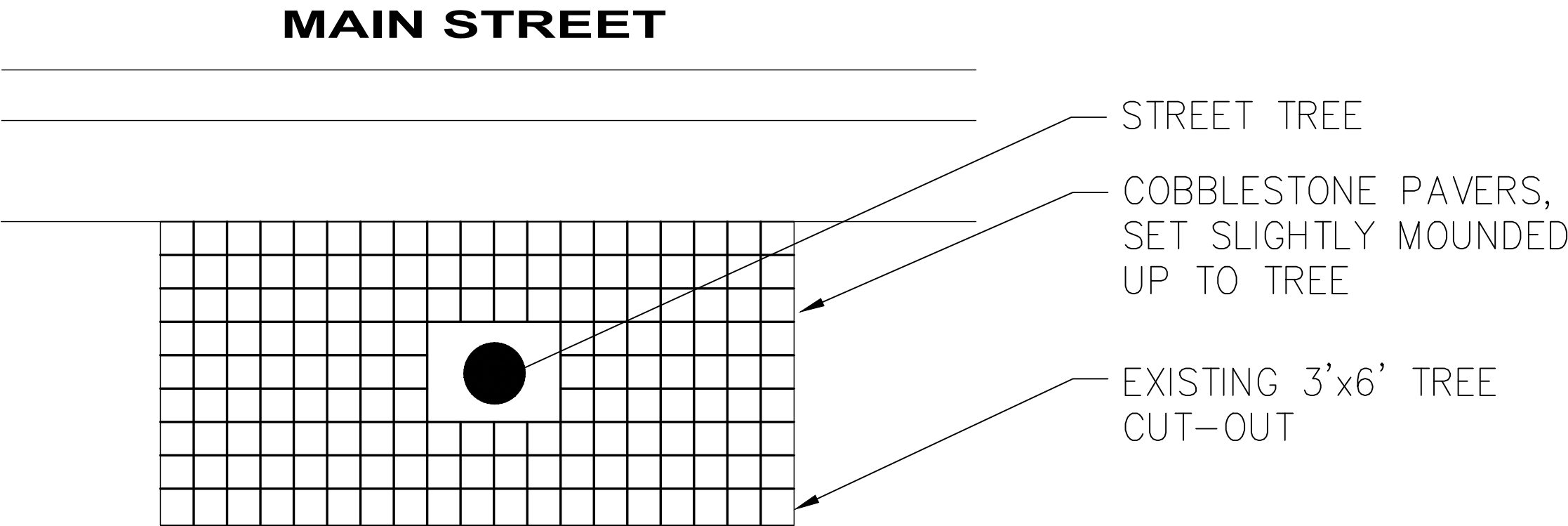
PROJECT NO:	
200234	
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SHEET	OF
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TREE CUT-OUT WITH LOW DECORATIVE RAIL



TREE CUT-OUT WITH DECORATIVE STONE

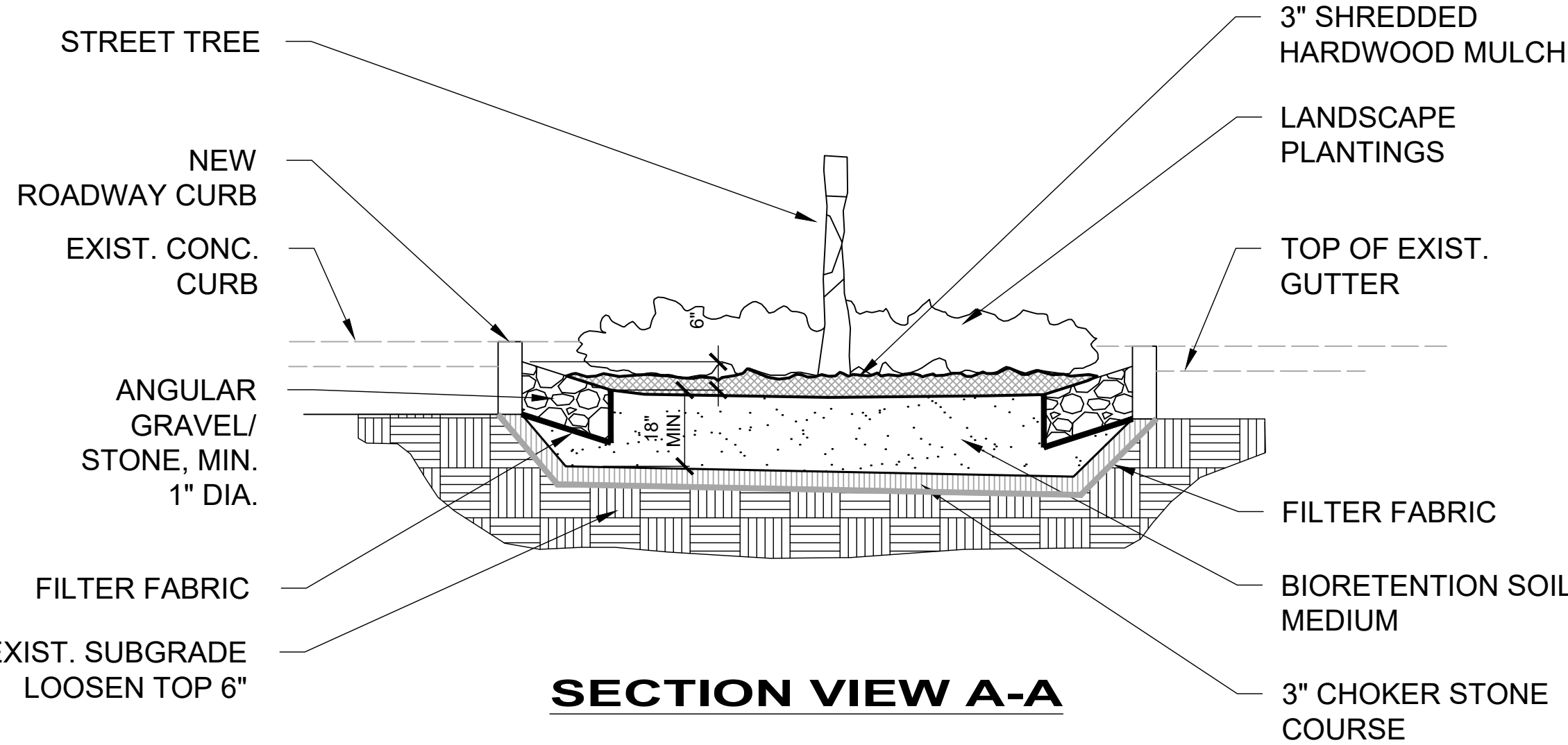
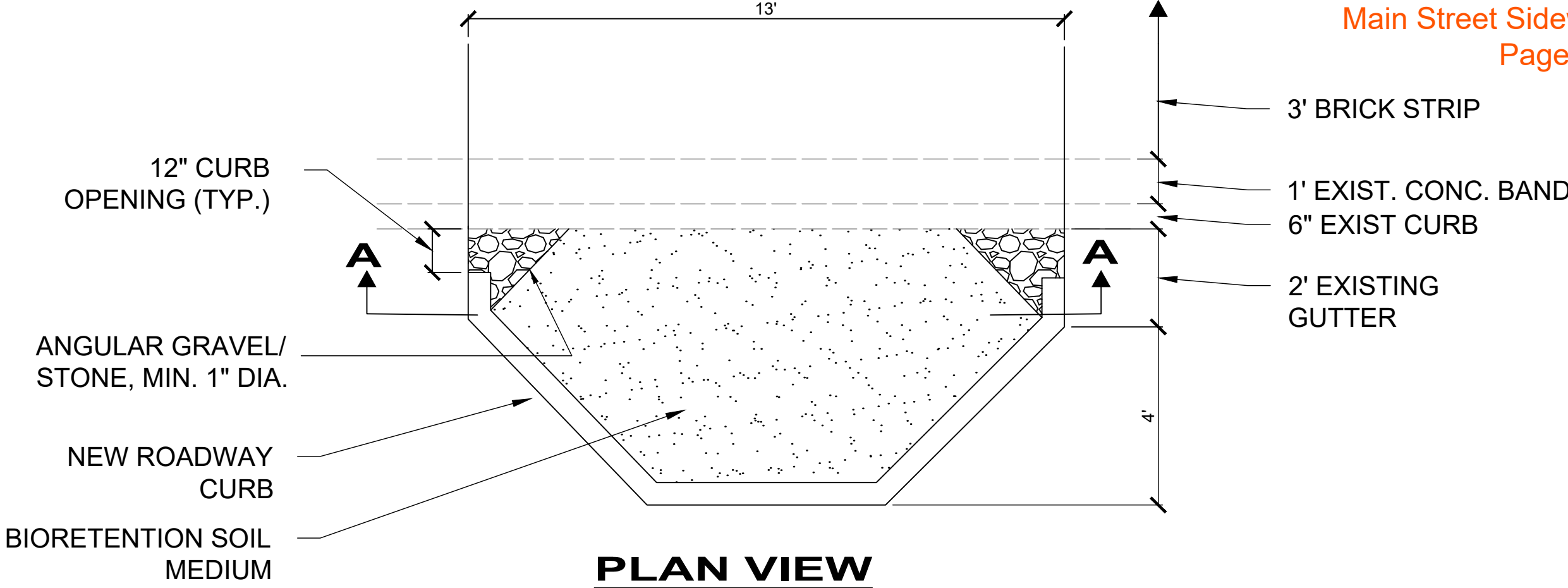


TREE CUT-OUT WITH COBBLESTONE PAVERS

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SCALE:	AS SHOWN
DATE:	5/15/2020
DESIGNED BY:	PJR
DRAWN BY:	SVE
CHECKED BY:	PJR

PROJECT NO:	
200234	
DRAWING NAME	
SHEET	OF
5	10



BIORETENTION SOIL MEDIUM

BIO-SOIL SHALL BE CERTIFIED BY A QUALIFIED LABORATORY
(1 TEST PER 100 CY) MEETING THE FOLLOWING ATTRIBUTES:

- TEXTURE CLASS: LOAMY SAND
- SAND CONTENT: > 80%
- CLAY CONTENT: < 10%
- pH RANGE: 5.2-8.0
- SOLUBLE SALTS: 500 PPM MAX
- DECOMPOSED ORGANIC MATTER: 3%-5% BY WEIGHT, OR 8% - 20% BY VOLUME
- PHOSPHORUS: 15-60 PPM (10-30 PPM FOR SITES WITH PHOSPHORUS TMDL OR HIGH PHOSPHORUS LOADS)
- SAND ADDED SHALL BE CLEAN AND MEET AASHTO M-6 OR ASTM C-33 WITH A GRAIN SIZE OF 0.02"-0.04"

BIORETENTION PLANTER DETAIL

NOT TO SCALE

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EXHIBIT A
Concepts for the
Main Street Sidewalk Repair Project
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NO	REVISION	DATE

MAIN STREET:
FOURTH AVE. TO PUBLIC SQUARE

SCALE:	AS SHOWN
DATE:	8/25/20
DESIGNED BY:	PJR
DRAWN BY:	BEK
CHECKED BY:	PJR

FRANKLIN TENNESSEE MAIN STREET
SIDEWALK IMPROVEMENT PROJECT
VIEW OF EXISTING CONDITIONS:
MAIN ST. AT FOURTH ST. FACING EAST

PROJECT NO:	
200234	
DRAWING NAME	
SHEET	OF
7	10

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Main Street Sidewalk Repair Project
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NO	REVISION	DATE

**MAIN STREET:
FOURTH AVE. TO PUBLIC SQUARE**

SCALE:	AS SHOWN
DATE:	8/25/20
DESIGNED BY:	PJR
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**FRANKLIN TENNESSEE MAIN STREET
SIDEWALK IMPROVEMENT PROJECT
VIEW OF IMPROVEMENTS
MAIN ST. AT FOURTH ST. FACING EAST**

PROJECT NO:	
200234	
DRAWING NAME	
SHEET	OF
8	10



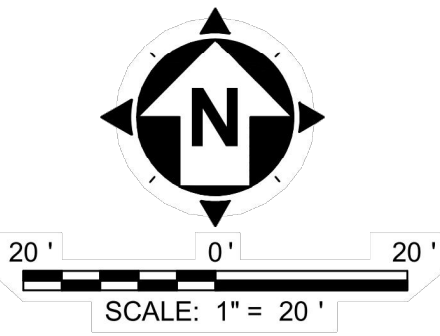
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**MAIN STREET:
 FOURTH AVE. TO PUBLIC SQUARE**

SCALE:	AS SHOWN
DATE:	8/25/20
DESIGNED BY:	PJR
DRAWN BY:	BEK
CHECKED BY:	PJR

**FRANKLIN TENNESSEE MAIN STREET
 SIDEWALK IMPROVEMENT PROJECT
 VIEW OF IMPROVEMENTS
 BIORETENTION PLANTER IN CURB EXTENSION**

PROJECT NO:	
200234	
DRAWING NAME	
SHEET	OF
9	10



Retain existing
concrete pavers
and striping

Option A

Apply Durablend
surface coating or
Concrete Stain to
surface of existing
concrete pavers

Option B

Replace existing
concrete pavers in
parking stalls with
concrete pavers
removed from
crosswalks to
match field color

Option D

Replace existng
concrete pavers
with Belden Brick
Permeable Brick
Pavers or brick to
match existing
crosswalks (i.e.,
3rd Ave. N.)

Option C



NO	REVISION	DATE

MAIN STREET:
FOURTH AVE. TO PUBLIC SQUARE

SCALE:	AS SHOWN
DATE:	8/25/20
DESIGNED BY:	PJR
DRAWN BY:	BEK
CHECKED BY:	PJR

FRANKLIN TENNESSEE MAIN STREET
SIDEWALK IMPROVEMENT PROJECT
PARKING STRIPING ALTERNATIVES AT
PERIMETER OF SQUARE

PROJECT NO:	
200234	
DRAWING NAME	
SHEET	OF
10	10



File #: 21-01797

DATE: February 25, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0048, With Hazen And Sawyer A Proposal For On-Call Hydraulic Water Modeling Assistance.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a DRAFT contract for on-call hydraulic water modeling assistance.

BACKGROUND/STAFF COMMENTS:

This contract includes on-call water modeling support and analysis for tasks identified by WMD staff. Hazen has completed the creation and calibration of the hydraulic water model. As situations arise where additional analysis is needed to determine short- or long-term corrections, this contract will allow for additional model run scenarios to be run to address those concerns. Any tasks administered under this contract will be directed by WMD.

FINANCIAL IMPACT:

This contract is budgetted for in the FY22 budget in the water distribution system fund (421-82560-52102).

RECOMMENDATION:

Staff recommends that this DRAFT COF Contract No. 2021-0048 with Hazen and Sawyer for the On-Call Hydraulic Water Modeling Assistance be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0048**

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

ON-CALL HYDRAULIC WATER MODELING ASSISTANCE

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 Fifty Thousand and 00/100 Dollars) (\$50,000.00).

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: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



February 24, 2021

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

Re: Proposal for On-Call Hydraulic Water Modeling Assistance

Dear Michelle:

Hazen and Sawyer (Hazen) submits this proposal for your consideration to provide hydraulic modeling support services for the recently updated drinking water system hydraulic model. Under this proposal, Hazen will provide on-call water modeling support services. For each modeling task identified by the Water Management Department (WMD), Hazen will utilize the model and work with WMD to provide requested modeling results. Each task order will be governed by a budget, schedule and scope as mutually agreed upon by WMD and Hazen. The types of assistance provided will include:

- Evaluating existing capacity within the distribution system (e.g. fire flows, pumps, water mains) at specific locations
- Evaluating different operational scenarios (e.g. changes in setpoints of pumps, closing/opening valves, etc.) at specific locations
- Updates to model including changes in connectivity, pump definitions, and demands
- Water model training for WMD staff
- Field visits to assist with verifying WMD asset information in the model

Schedule and Fee

A budget of \$50,000 is recommended as a not-to-exceed fee. Work will only be performed after a task-specific scope of work and fee is developed and authorization is provided by WMD. Labor for each task order will be billed in accordance with a rate schedule based on job classification. Expenses will be billed directly without markup.

Please contact Ryan Dean or me if you have any questions or wish to further discuss our proposal. As always, we appreciate the opportunity to work with the City of Franklin.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Woodard", is written over a light blue circular stamp.

Scott Woodard, PE
Vice President

cc: Brian Goodwin, PE, City of Franklin
Ryan Dean, Hazen and Sawyer

Job no



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615.783.1515

February 24, 2021

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

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Please contact Ryan Dean or me if you have any questions or wish to further discuss our proposal. As always, we appreciate the opportunity to work with the City of Franklin.

Sincerely,

Scott Woodard, PE
Vice President

cc: Brian Goodwin, PE, City of Franklin
Ryan Dean, Hazen and Sawyer



File #: 21-01805

DATE: March 10, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT Amendment No. 1 To COF Contract No. 2019-0250 With Hethcoat & Davis For Engineering Support For The Goose Creek At Redwing Farms Reclaimed Water Pump Station

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Amendment No. 1 to the Professional Services Agreement (PSA) with Hethcoat & Davis for the Goose Creek at Redwing Farms Reclaimed Water Booster Station Project.

BACKGROUND/STAFF COMMENTS:

On December 10, 2019, the BOMA approved the PSA with Hethcoat & Davis to design a reclaimed water booster station to be located adjacent to the existing sewer pump station at the end of Ascot Lane. The pump station is needed to improve reclaimed water pressure in the southeastern portion of the City. Construction administration was not included in the original PSA. City Staff determined that additional services are needed during the bid and construction phases of the project. The scope of this amendment includes engineering support and construction administration as well as SCADA coordination and approval through the Williamson County Planning Commission.

FINANCIAL IMPACT:

The cost of the amendment will be a not-to-exceed amount of \$42,850.00 and will come from the Water Management Department.

RECOMMENDATION:

Staff recommends that Amendment No. 1 to COF Contract No. 2019-0250 with Hethcoat & Davis for the Engineering Support for the Goose Creek at Redwing Farms Reclaimed Water Pump Station be recommended to the Board of Mayor and Aldermen for approval.

**DRAFT AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR GOOSE CREEK AT REDWING FARMS
RECLAIMED WATER PUMP STATION PROJECT
COF Contract No. 2019-0250**

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

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Goose Creek at Redwing Farms Reclaimed Water Pump Station Project (COF Contract No. 2019-0250), dated the 10th day of December 2019, at a fee not to exceed \$130,000.00; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to design to fully complete the Project's construction; and

WHEREAS, the Consultant has presented to the City staff a Proposal with a summary of costs that breaks down the anticipated work effort as found in Attachment A (attached and made a part hereto); and

WHEREAS, City staff feels the Values as presented in Attachment A are appropriate for the anticipated work required as presented in the Amendment of the Agreement.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the March 2, 2021, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **FORTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$42,850.00)** for the additional Services as described in Attachment.

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated December 10, 2019, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Hethcoat & Davis

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



March 2, 2021

Ms. Patricia McNeese, P.E.
Engineering Department
City of Franklin, TN
109 3rd Avenue, South
Franklin, TN 37064

**Re: Engineering Services Proposal – Amendment No.1
Redwing Reclaimed Water Booster Station
Franklin, TN**

Ms. McNeese:

Hethcoat & Davis, Inc. is pleased to offer the following professional services as an amendment to our current PSA for the Redwing Reclaimed Water Booster Station Project. Specifically, the City has requested that we provide a proposal which includes cost of services for engineering support during the bid phase and construction administration phase (Refer to Table 1). Additionally, we are incorporating additional services previously requested by the City for inclusion into this amendment (Refer to Table 2).

Hethcoat & Davis, Inc. proposes to provide the aforementioned scope of services for the following fees:

Table 1 - Engineering Cost Summary (Not to Exceed Category)

<u>Item</u>	<u>Work Task</u>	<u>Cost Category</u>	<u>Total Cost</u>
1	Bid & Construction Phase	Not to Exceed	\$ 35,000.00
Sub-Total Cost =			\$ 35,000.00

Table 2 - Additional Services for Inclusion in PSA Ammend. No.1

<u>Item</u>	<u>Work Task</u>	<u>Cost Category</u>	<u>Total Cost</u>
1	SCADA Coordination	Hourly Task	\$ 2,607.75
2	WC Planning Commission	Hourly Task	\$ 5,242.25
Sub-Total Cost =			\$ 7,850.00

Total PSA Amendment No. 1 Cost = \$ 42,850.00



Please note the following items related to bid and construction phase services:

- Includes up to 12 total site visits
- Excludes start-up services
- Excludes As-Built Survey

If this proposal is acceptable, please provide us with the appropriate City Agreement documentation for review and execution. We sincerely appreciate the opportunity to continue to work with the City of Franklin. If you should have any questions or require additional information, please call or email me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cory Borum".

Cory Borum, PE

cory.borum@hdengr.com

615-577-4300

Hethcoat & Davis, Inc.



File #: 21-01833

DATE: March 9, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0060, A Professional Services Agreement With CIA For Design Of Adams Street Water And Sewer Replacement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Professional Services Agreement (PSA) with CIA for the design of Adams Street Water and Sewer Improvements project.

BACKGROUND/STAFF COMMENTS:

The existing water and sanitary sewer in Adams Street is aged infrastructure and has far exceeded the life expectancy of the cast iron water pipe and clay sewer pipe. The design for these upgrades include the size determination for both water and sewer lines. The current budget includes the design for project and construction is projected to be in the next fiscal year.

FINANCIAL IMPACT:

The proposal from CIA for design is for \$92,295.00 and is included in the current budget under Water Distribution and Sewer Collection funds.

RECOMMENDATION:

Staff recommends that the COF Contract No. 2021-0060 with CIA for Design of Adams Street Water and Sewer Replacement project be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0060**

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

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

ADAMS STREET WATER AND SEWER REPLACEMENT

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. 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 Lump Sum Amount of **Ninety Two Thousand Two Hundred Ninety Five and No/100 Dollars (\$92,295.00)**.

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

HETHCOAT AND DAVIS:

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

March 8, 2021

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

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

Michelle,

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

- | | |
|--|-------------|
| 1. Estimated survey (no easements) | \$32,055.00 |
| 2. Estimated plans, submittals, and estimates | \$52,240.00 |
| 3. Estimated as-built work (survey and drawings) | \$8000.00 |

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

Sincerely,
CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC



Linda J. Sullivan, PE, President
Senior Utility Engineer

Cc: Patricia McNeese, CoF, PM
 Brian Goodwin, CoF, PE

DESIGN SCOPE AND FEE ESTIMATE
ADAMS STREET UTILITY REHABILITATION PROJECT
CITY OF FRANKLIN, WILLIAMSON COUNTY, TN

Design Services

MANHOUR ESTIMATE									
TASK 1	PM	PE	Tech	Admin					HOURS
Scoping,Budget, billing, client and internal staff coordination	32			8					40
Water Main size and pressure calculations and checks		16							16
Sanitary Sewer size and drainage basin calculations and checks		16							16
Production of Construction Documents, QA/QC	8	50	110						168
TDEC Write ups, water submittal, sewer submittal		16	8						24
Quantities, construction cost estimate		16	8						24
Meetings, 30% Review, 90% Review, Address comments		32	40						72
contingencies	2	16	16	2					36
TOTAL MANHOURS - TASK 1	40	162	182	8					360

Design Services

COST PROPOSAL			
TASK 1	Hours	Rate	Amount
PM	40	\$ 190.00	\$7,600.00
PE	162	\$ 160.00	\$25,920.00
TECH - Cadd/Design Technician	182	\$ 100.00	\$18,200.00
Admin	8	\$ 65.00	\$520.00
Subtotal TASK 1			\$52,240.00
TOTAL COST - Design SERVICES			\$52,240.00

SURVEY SCOPE & FEE ESTIMATE
Adams Street Waterline Survey
City of Franklin, Tennessee
Contract No. _____

SUMMARY TOTALS	Total Hours	Fee
TOTALS ACTUAL ==>	243.0	\$ 32,055

FEE	TOTAL HOURS	PM/RLS	Survey Crew	Senior Technician
	Loaded Rate	\$155.00	\$160.00	\$90.00
PERCENT OF TIME ==>	100%	20.16%	41.15%	38.68%
TOTAL HOURS ==>	243.0	49.0	100.0	94.0
Task 1.0 Pre-Survey Preparation	14.0	12.0		2.0
Task 2.0 - Project Control	20.0	5.0	15.0	
Task 3.0 - Fieldwork & Production	180.0	20.0	80.0	80.0
Task 4.0 - Project Management	29.0	12.0	5.0	12.0
TOTAL DIRECT LABOR COST==>	\$ 32,055	\$ 7,595	\$ 16,000	\$ 8,460



File #: 21-01736

DATE: February 24, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0039, With Suez Zenon Environmental Corporation For A 5 Year Contract For Services.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a DRAFT contract with Suez Zenon Environmental Corporation for continued monitoring of the membranes at the Water Treatment Plant.

BACKGROUND/STAFF COMMENTS:

One of the main processes of the upgraded water treatment plant (WTP) are the membranes, which are provided by Suez (a division of Zenon Environmental). As part of the initial operation and maintenance of the membranes, the WMD has opted to allow Suez to remotely view the operating statistics of the membranes to provide hints for optimization or to provide troubleshooting if operators need assistance during operation. This contract will continue those services for a period of 5-years as the Water Plant continues to work through the reservoir management plan and water quality analyses of the source water.

FINANCIAL IMPACT:

This contract is for a total amount of \$48,746.25 over 5-years and will be billed annually at the amount of \$9,749.25 and has been budgeted in the WTP operating fund (421-82599-52103).

RECOMMENDATION:

Staff recommends that this contract with Suez Zenon Environmental Services, COF Contract No. 2021-0039, be recommended for approval by the Board of Mayor and Aldermen.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
11DEC2020		01FEB2021		20487242		
Sales Org.		Sales Representative / Contact		Reference		
B493		Craig Brown, 678-687-3393		Services Renewal		
Sold To: 1000131517 CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Ship To: 4000208676 CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES		
Bill To: 0000488847 CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Payment Terms		
				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				FOB ORIGIN		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	3110634 FEE,INSIGHT PRO PCS,BIWEEKLY 1 EA Service Contract Dates: January 1, 2021 to December 31, 2021 InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee InSight Service Contact: Sarpreet Kuner Process Analyst sarpreet.kuner@suez.com 905 469 7891	1	EA	9,749.25	EA	9,749.25
20	3110634 FEE,INSIGHT PRO PCS,BIWEEKLY 1 EA Service Contract Dates: January 1, 2022 to December 31, 2022 InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee InSight Service Contact: Sarpreet Kuner Process Analyst sarpreet.kuner@suez.com	1	EA	9,749.25	EA	9,749.25
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	48,746.25

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
11DEC2020		01FEB2021		20487242		
Sales Org.		Sales Representative / Contact		Reference		
B493		Craig Brown, 678-687-3393		Services Renewal		
Sold To: 1000131517 CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Ship To: 4000208676 CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES		
Bill To: 0000488847 CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Payment Terms		
				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				FOB ORIGIN		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
30	905 469 7891 3110634 FEE,INSIGHT PRO PCS,BIWEEKLY 1 EA Service Contract Dates: January 1, 2023 to December 31, 2023 InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee InSight Service Contact: Sarpreet Kuner Process Analyst sarpreet.kuner@suez.com 905 469 7891	1	EA	9,749.25	EA	9,749.25
40	3110634 FEE,INSIGHT PRO PCS,BIWEEKLY 1 EA Service Contract Dates: January 1, 2024 to December 31, 2024 InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee InSight Service Contact: Sarpreet Kuner	1	EA	9,749.25	EA	9,749.25
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	48,746.25

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
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Sales Org.		Sales Representative / Contact		Reference		
B493		Craig Brown, 678-687-3393		Services Renewal		
Sold To: 1000131517 CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Ship To: 4000208676 CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES		
Bill To: 0000488847 CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Payment Terms		
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				Inco Terms		
				FOB ORIGIN		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
50	Process Analyst sarpreet.kuner@suez.com 905 469 7891 3110634 FEE,INSIGHT PRO PCS,BIWEEKLY 1 EA Service Contract Dates: January 1, 2025 to December 31, 2025 InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee InSight Service Contact: Sarpreet Kuner Process Analyst sarpreet.kuner@suez.com 905 469 7891 SERVICE CONTRACT DATES: Five-Year Contract that runs from January 1, 2021 to December 31, 2025 Invoicing Schedule: - InSight service will be invoiced annually at start of each yearly contract.	1	EA	9,749.25	EA	9,749.25
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	48,746.25

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
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Sold To: 1000131517 CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Ship To: 4000208676 CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES		
Bill To: 0000488847 CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Payment Terms		
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				Inco Terms		
				FOB ORIGIN		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	Pricing above does not include applicable taxes, which will be applied at time of order. Multi-year Options: Prices shown on line 10 are for a single year renewal of service. If Buyer is able to issue a firm, multi-year purchase order for a 2,3,4 or 5-year period, the stated price per year will be held unchanged over the full duration. Buyer will save on annual inflation adjustments and any other price adjustments over the period and will save on the administrative burden of preparing and issuing purchase orders. ****IMPORTANT**** PLEASE REFERENCE OUR OPPORTUNITY # & QUOTATION # ON ALL PURCHASE ORDERS. TO PLACE AN ORDER: E-MAIL: Service.POCentral.wts@suez.com Phone (1-866-439-2837) # Option 2 For all Post-Sale or Order Status inquiries, please contact our Customer Service Center at 1-866-439-2837 # Option 2					
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	48,746.25

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

Suez Water Technologies & Solutions

Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale form the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provision communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.

3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.

4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.

5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.

7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.

9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.

10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.

11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject

to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. Termination and Cancellation. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.



File #: 21-01826

DATE: March 5, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration Of Resolution 2021-52, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To 1256 Lewisburg Pike.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2021-52, A Resolution To Supply Sanitary Sewer Services to 1256 Lewisburg Pike.

BACKGROUND/STAFF COMMENTS:

Date of Request: 3/4/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of, but contiguous to, the City limits. A portion of the Henpeck interceptor is located on this property, and a sanitary sewer tap was included for this property as part of the Henpeck project.

This availability was presented at the Worksession March 23, 2021 and was approved at BOMA March 23, 2021. Consistent with Board policy, a sanitary sewer service availability will be contingent upon the property owner entering into an Availability Agreement and an Annexation Agreement that states the property owner will annex into the City of Franklin in the future at the request of the City.

The following conditions will be presented:

- Property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin.
- Property owner will be required to have the annexation agreement and availability agreement recorded with the Williamson County Register of Deeds.
- Property owner will be required to secure any necessary easements for connection and have them recorded with the Williamson County Register of Deeds.

This Resolution will allow the City Administrator to enter into those Agreements.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Resolution 2021-52 to provide sanitary sewer services to 1256 Lewisburg Pike be recommended for approval by the Board of Mayor and Aldermen.

RESOLUTION NO. 2021-52

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO 1256 LEWISBURG PIKE (MAP 106 PARCEL 00903) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, RANDALL MORREN (hereinafter "Property Owner") currently owns the property known as 1256 Lewisburg Pike (Map 106 Parcel 00903) (hereinafter "Property"); and

WHEREAS, on March 4, 2021 the Property Owner submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Property Owner will be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right-of-way acquisition, pavement restoration, property restoration, and complying with all local, state, and federal requirements and all costs associated with the sewer connection and required fees; and

WHEREAS, the Property Owner, on behalf of himself, his heirs and assigns, will agree to convey unto the City of Franklin (hereafter "the City") the irrevocable and perpetual right to file on his behalf a Petition of Annexation at any time after annexation becomes possible.

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

Authority is granted to the City Administrator to enter into the appropriate agreements with the Property Owners to meet the contingencies listed herein as conditions by which the City will provide sanitary sewer services to the Property.

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: _____

Shauna R. Billingsley, City Attorney



File #: 21-01829

DATE: March 11, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration Of Denial Of Sewer Availability At 1703 Swansons Ridge Drive.

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: 3/4/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits in the Swansons Ridge subdivision southwest of the City. The nearest city sanitary sewer is approximately 3 miles away from this property. The property owner is building a single-family home in which to live and is requesting denial of City sewer so he can obtain a building permit from the County and move forward with a septic system.

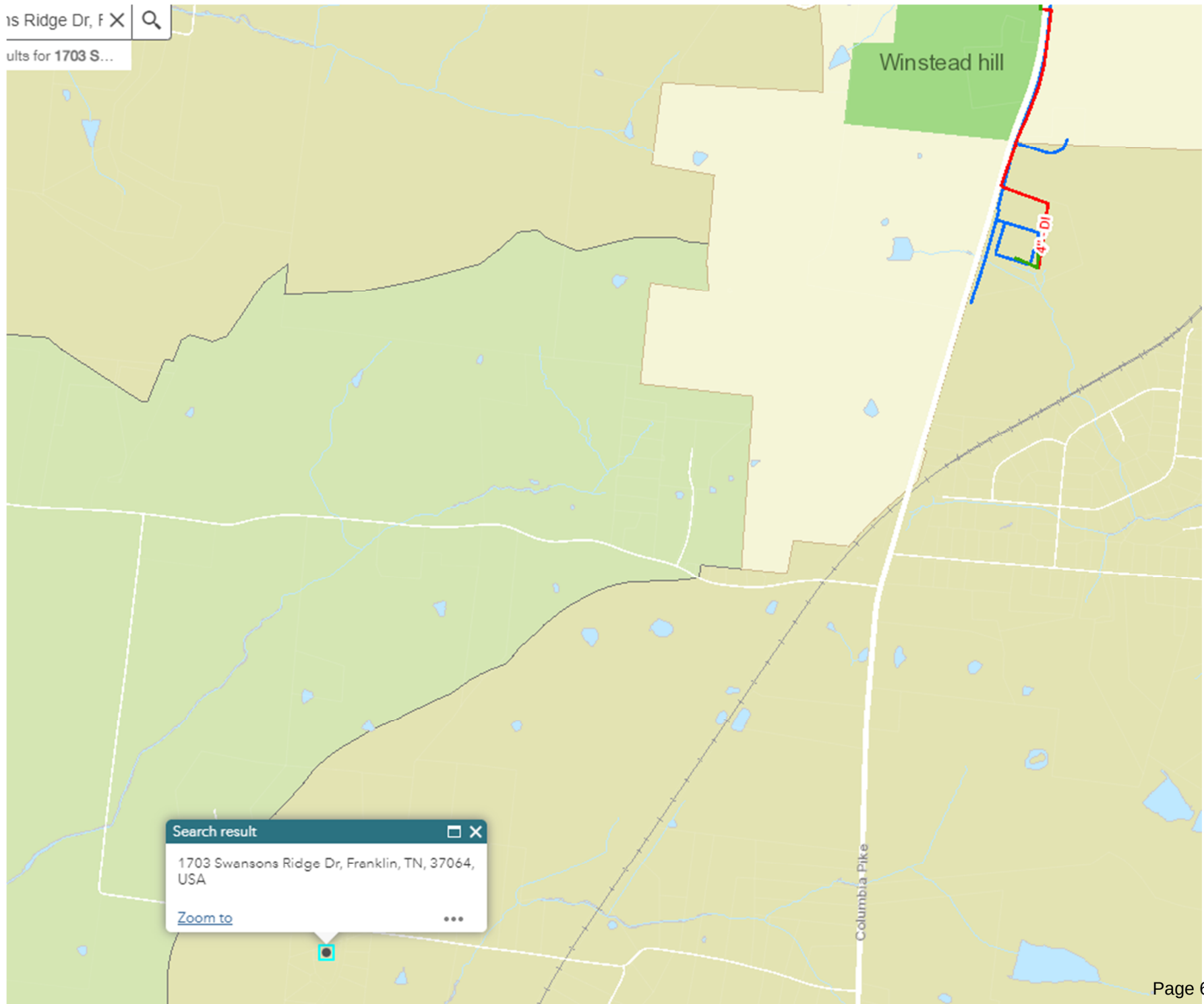
FINANCIAL IMPACT:

N/A

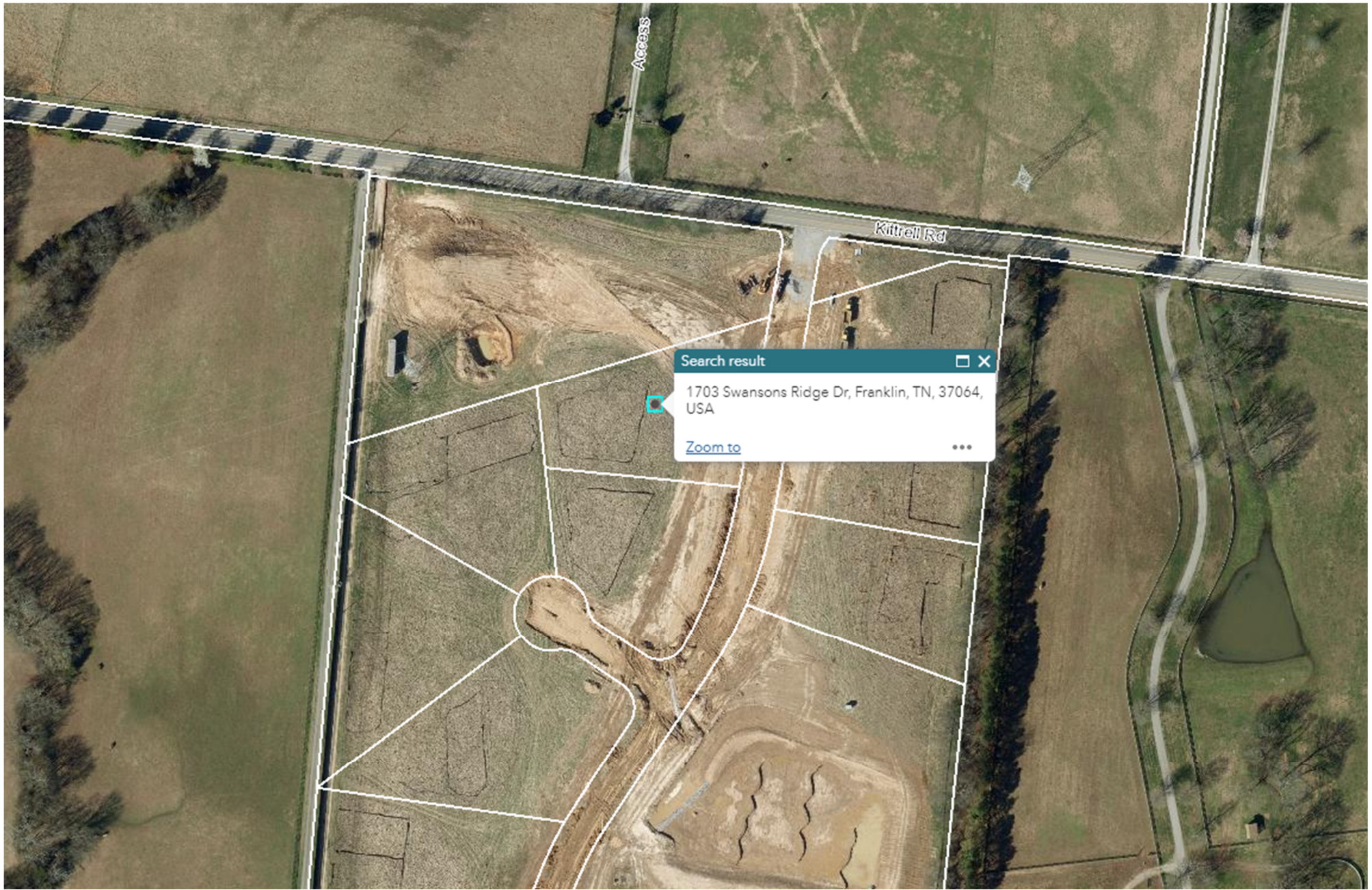
RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny access to the City's sanitary sewer for 1703 Swanson Ridge Drive.

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





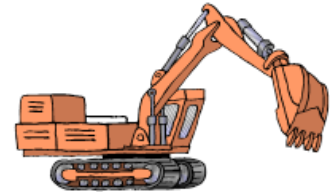
Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

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

Date Submitted: 3/4/2021

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

Fee Description:	Applicable Utility	Fee Amount:
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
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Country Clubs	50	per member
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	10	per patient
Drive-In Theaters	5	per car space
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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	per patient
	100	per resident employee
	50	per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
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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 #: 20-01630

DATE: February 18, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Water And Sewer Availability For 4022 Clovercroft Road (Map 079L, Parcel 00400)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval for a request for sewer availability for 4022 Clovercroft Road.

BACKGROUND/STAFF COMMENTS:

Date of Request: 1/4/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits in the Breckenridge subdivision, west of the City. A sanitary sewer main is located on the southern side of Clovercroft Road, this property is on the northern side. The owner of this property and the neighboring property (4024 Clovercroft Road) are both asking for sanitary sewer availability at this time. They have obtained a letter from the owner of 4027 Clovercroft Road, the property owner on the southern side of the road in which they would have to connect to the main, stating that he is willing to sell them an easement to serve their properties from the sewer main on cutting through his property.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the approval for sanitary sewer availability for 4022 Clovercroft Road be recommended for approval by the Board of Mayor and Aldermen contingent upon the property owner

entering into the standard availability and annexation agreements and obtaining, recording, and donating the easement from 4027 Clovercroft Road.

March 9, 2021

Through this document, we are stating our willingness to grant an easement from our property at 4027 Clovercroft Road by working with Tony and Tina Trujillo and Bryan Russiano from 4022 and 4024 Clovercroft Road respectively.

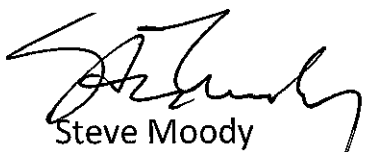
The easement will be confined to the area around the sewer access and exists solely for the purpose of tapping the line to connect both properties to it and nothing more.

We are agreeing to this and in exchange will be compensated at a rate of \$10 per square foot once the area is surveyed and recorded with the county register of deeds in a legal document, which will take place following a positive vote from the City of Franklin to approve the sewer access for the Trujillo's and Russiano's. This letter serves to let the City of Franklin know we are willing to do this for purposes of their vote and we understand there is additional work to be done for this to be complete.

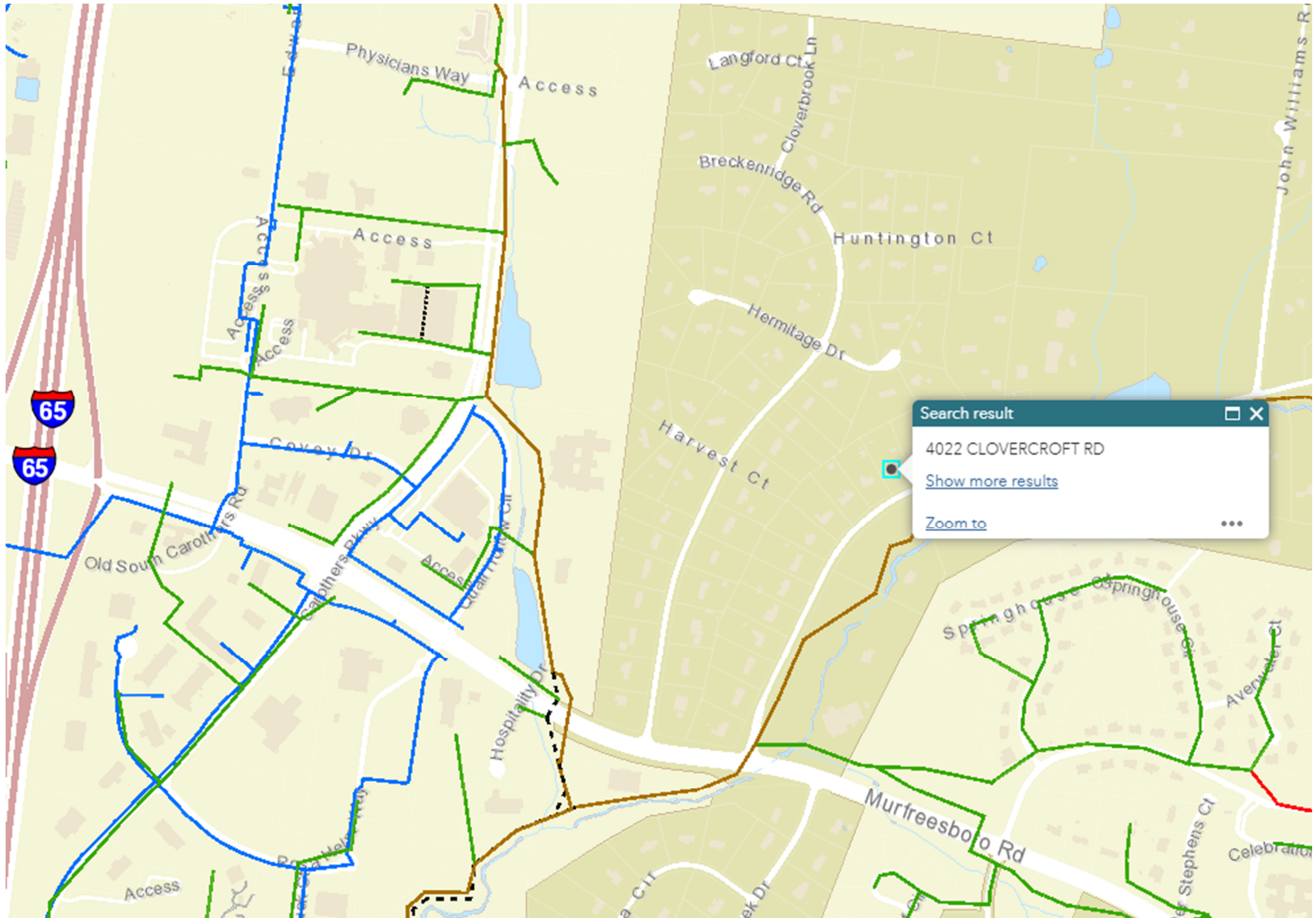
Currently the size of the easement is projected at 200 square feet, for a total of \$2,000.

We also understand that as a result of this easement no structures or trees can be built or planted in the easement area for purposes of sewer access if required.

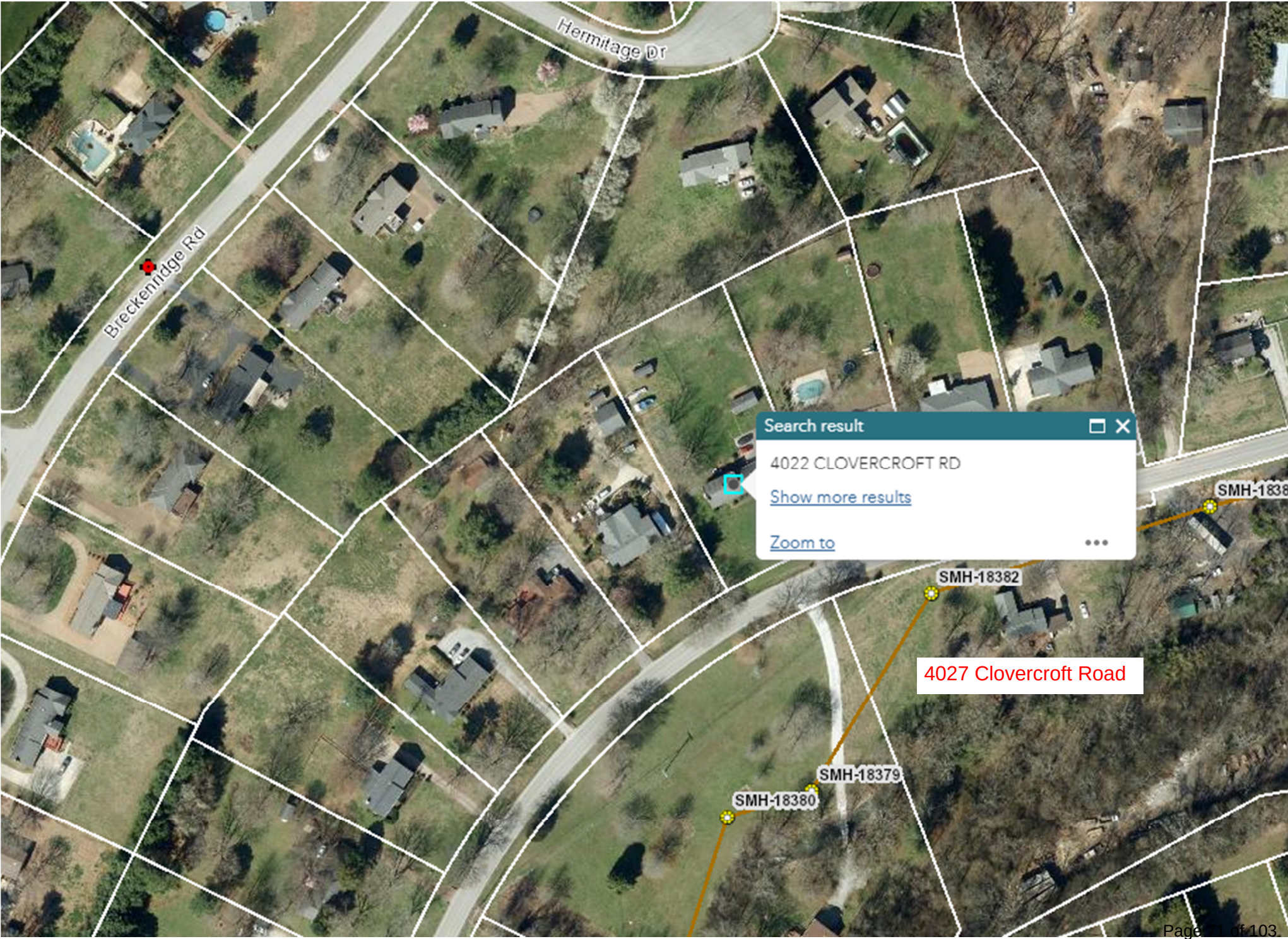
Once the City approves the sewer access we will work with the Trujillo's and Russiano's to provide access for the survey and help wrap this project up so the city can begin their process.


Steve Moody
4027 Clovercroft Road

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*

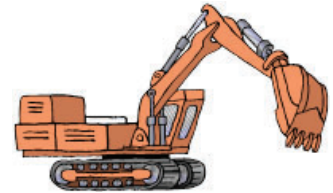
Anticipated sewage flows: *Information Required for Sewer Service* 350 GPD

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

Date Submitted: 1/4/2021

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
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Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person



File #: 20-01631

DATE: February 18, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Water And Sewer Availability For 4024 Clovercroft Road (Map 079L, Parcel 00300).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for 4024 Clovercroft Road.

BACKGROUND/STAFF COMMENTS:

Date of Request: 12/31/2020.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits in the Breckenridge subdivision, west of the City. A sanitary sewer main is located on the southern side of Clovercroft Road, this property is on the northern side. The owner of this property and the neighboring property (4022 Clovercroft Road) are both asking for sanitary sewer availability at this time. They have obtained a letter from the owner of 4027 Clovercroft Road, the property owner on the southern side of the road in which they would have to connect to the main, stating that he is willing to sell them an easement to serve their properties from the sewer main on cutting through his property.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the approval for sanitary sewer availability for 4024 Clovercroft Road be recommended for approval by the Board of Mayor and Aldermen contingent upon the property owner

entering into the standard availability and annexation agreements and obtaining, recording, and donating the easement from 4027 Clovercroft Road.

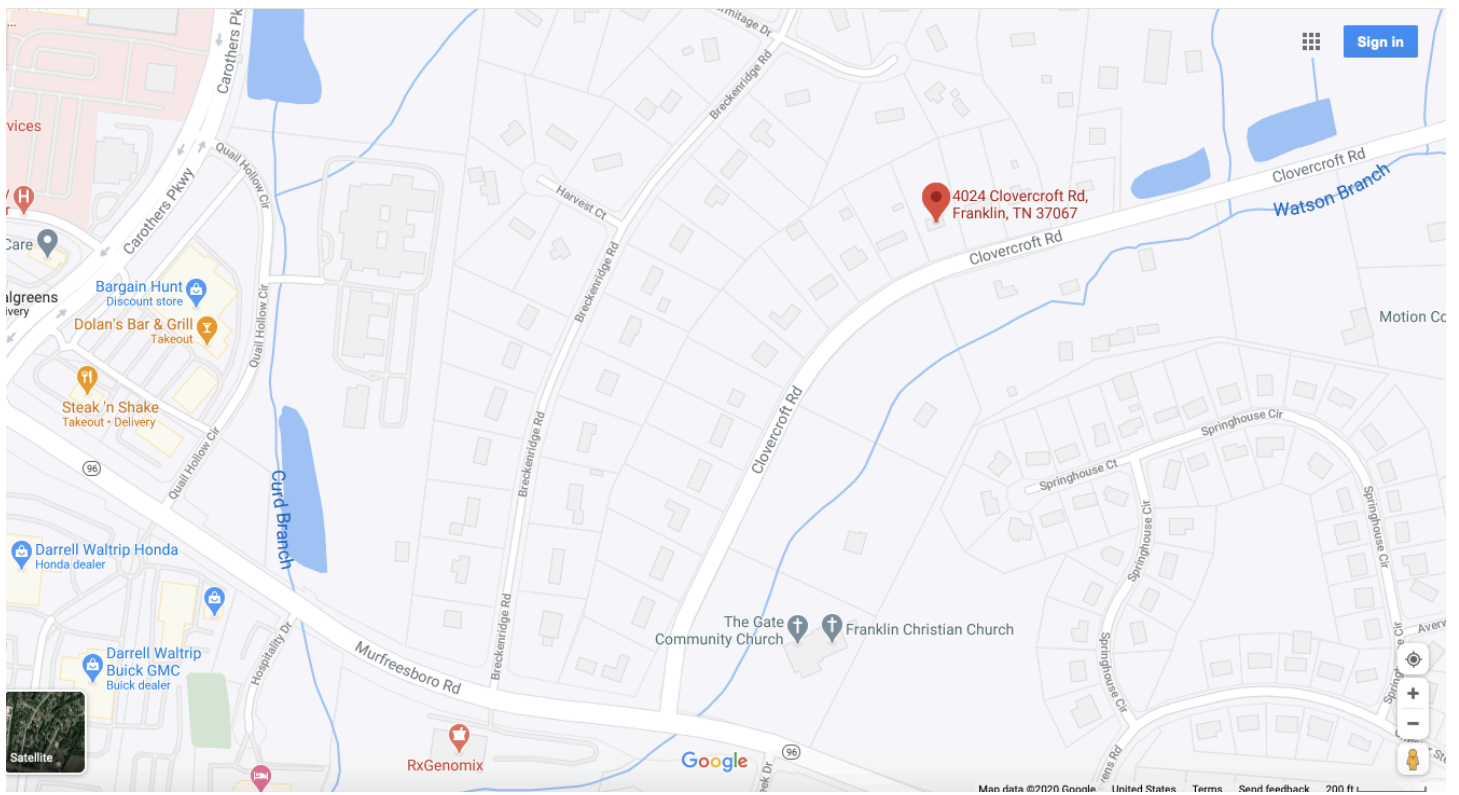


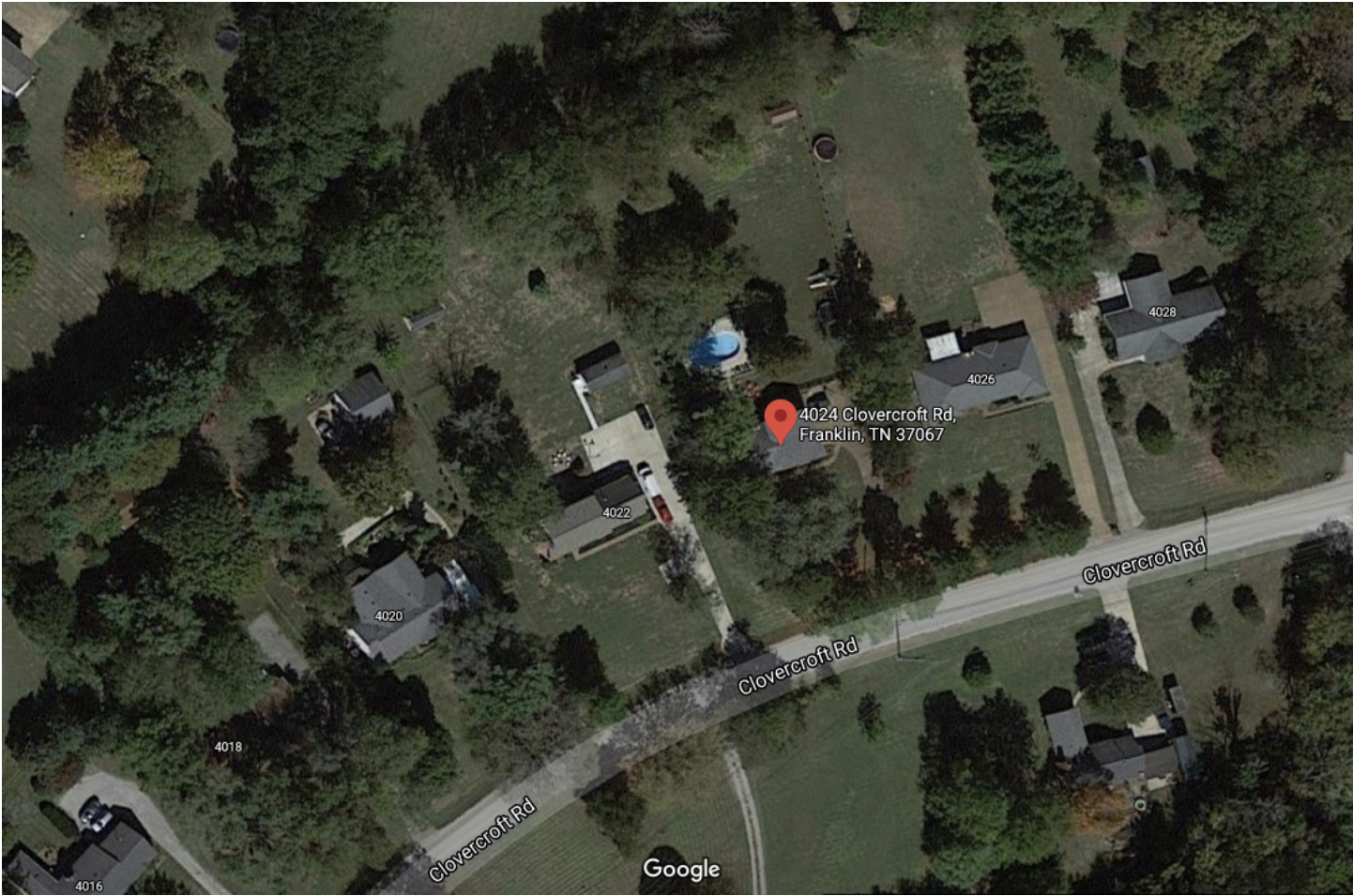
Type of Availability Requested: **CHECK ALL THAT APPLY:** ☐ Water ☒ Sewer

use additional sheets as necessary

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

Date Submitted: 12.31.2020





March 9, 2021

Through this document, we are stating our willingness to grant an easement from our property at 4027 Clovercroft Road by working with Tony and Tina Trujillo and Bryan Russiano from 4022 and 4024 Clovercroft Road respectively.

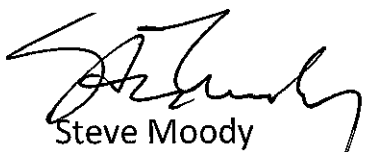
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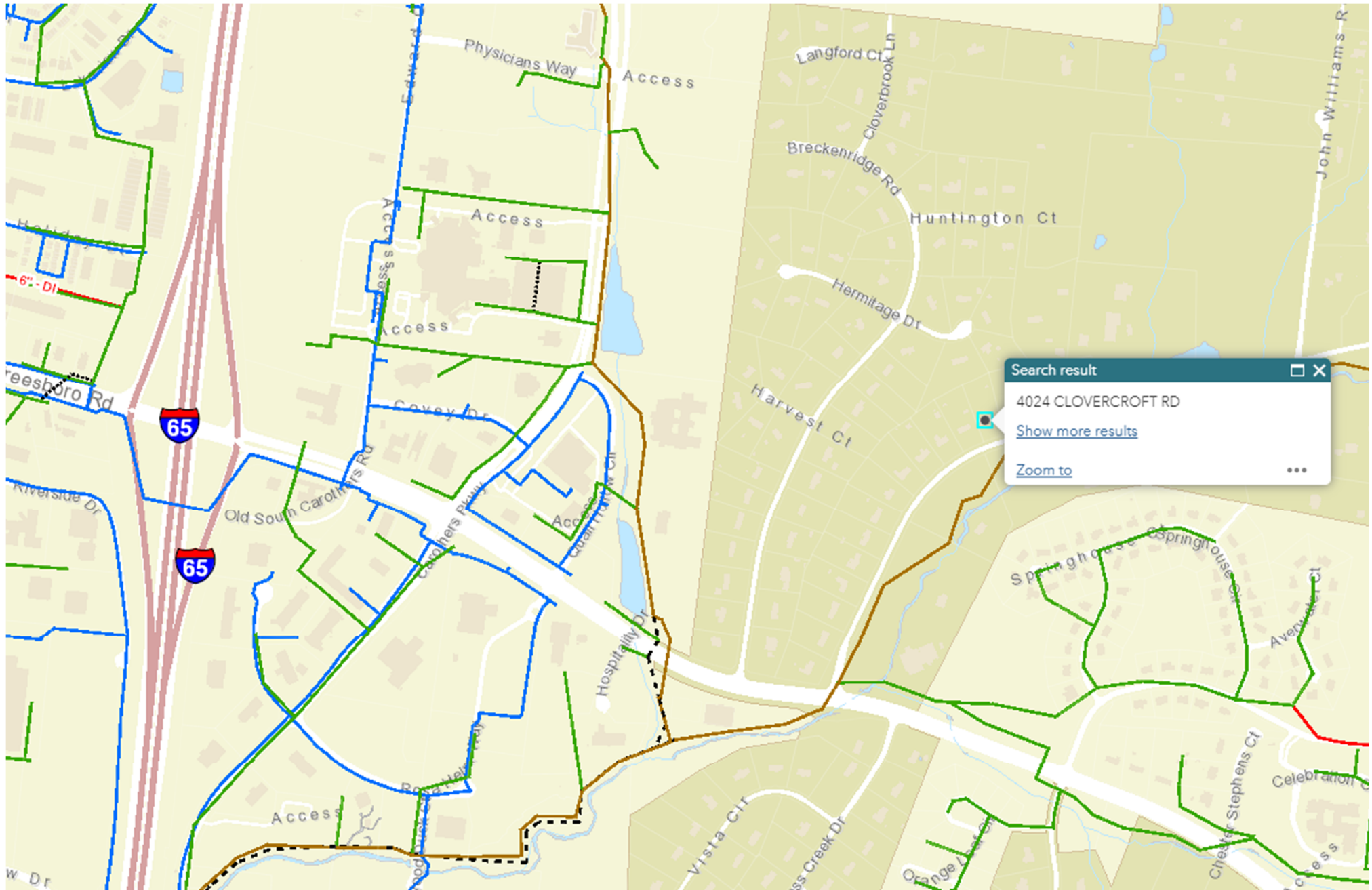
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We also understand that as a result of this easement no structures or trees can be built or planted in the easement area for purposes of sewer access if required.

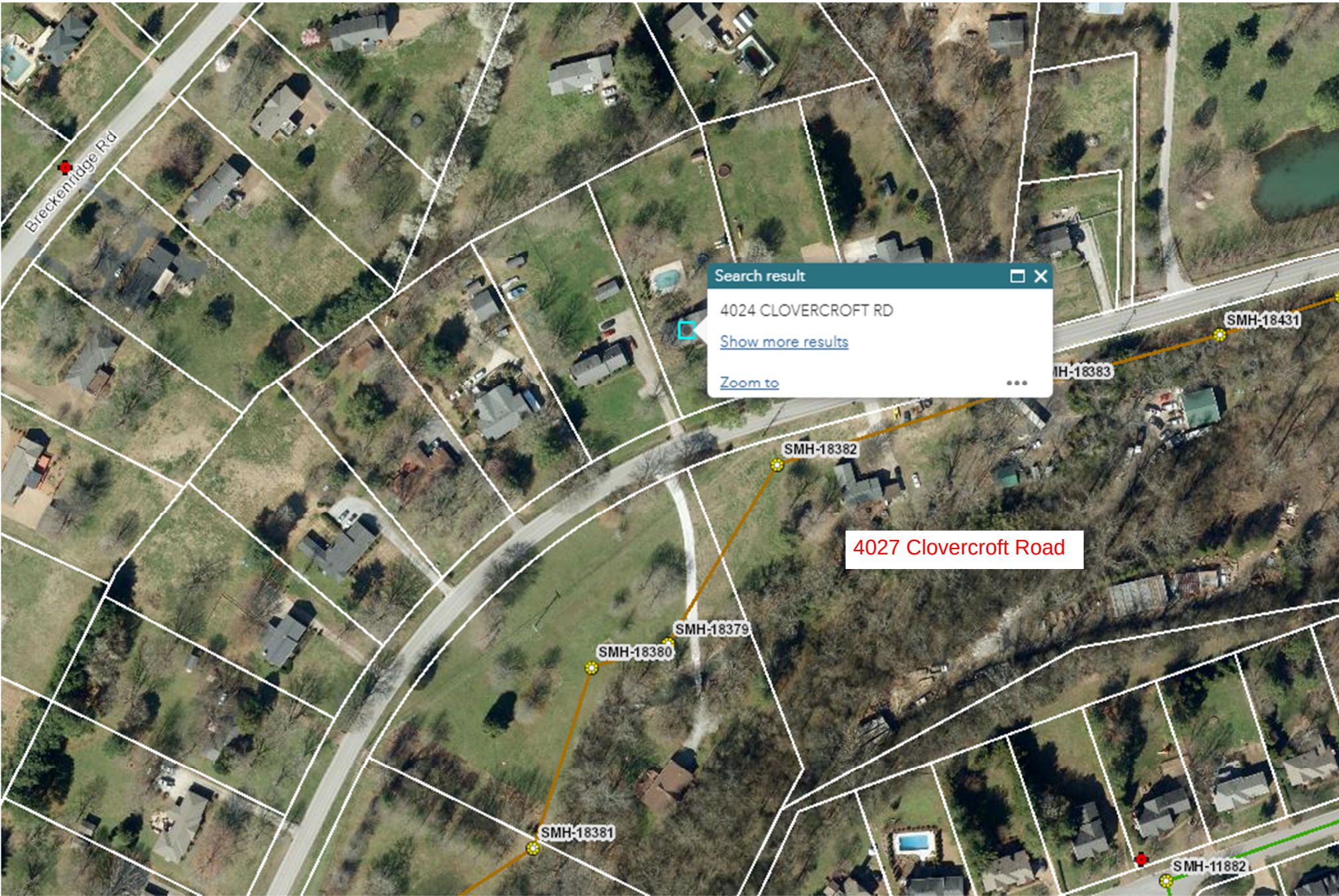
Once the City approves the sewer access we will work with the Trujillo's and Russiano's to provide access for the survey and help wrap this project up so the city can begin their process.


Steve Moody
4027 Clovercroft Road

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





File #: 21-01859

DATE: March 17, 2021

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0050, A Professional Services Agreement With HDR Construction Control Corporation For Construction Engineering And Inspection For The Carothers Parkway Widening And Southeast Municipal Complex Entrance Project In The Amount Not-To-Exceed \$219,777.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with HDR Construction Control Corporation (HDR).

BACKGROUND/STAFF COMMENTS:

On December 30, 2020, the BOMA approved Resolution 2020-238 to award the construction contract (COF Contract No. 2020-0261) for the Carothers Parkway Widening and Southeast Municipal Complex Entrance. Because this project includes the construction of a bridge and includes a significant amount of specialty geotechnical work, staff requested the designer to submit a proposal to assist with construction administration, materials testing, special geotechnical inspections, and to complete an as-built survey of the finished bridge. Ultimately, the BOMA approved a PSA Amendment with Alfred Benesch & Company, the project designer, to provide assistance with the oversight of specialty construction activities.

General management and oversight of the project is being performed by City staff from the Engineering Department. However, with other on-going City projects (e.g. Franklin Road Improvements, SR-96W Multi-Use Trail, etc.), staff is unable to dedicate a team member entirely to the inspection of this project. To ensure the City still receives a quality final product, staff has asked one of the City's on-call Construction Inspection and Engineering (CEI) consultants, HDR, to provide a proposal to assist with the day-to-day inspection and testing activities. This PSA (COF Contract No. 2021-0050) provides these additional requested services.

FINANCIAL IMPACT:

The cost of this PSA (COF Contract No. 2021-0050) \$219,776.70. This project has been generally funded through the Capital Project Fund (310), with the final source of funding to be determined by the Finance Department.

RECOMMENDATION:

Staff recommends that COF Contract No. 2021-0050 be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0050**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee ("City") and **HDR CONSTRUCTION CONTROL CORPORATION**, ("Consultant"), who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide construction engineering, inspection, testing, and related technical services in connection with the City's Carothers Parkway Widening and Southeast Municipal Complex Entrance Project ("Project"). The Project is described as follows:

**Construction Engineering and Inspection Services (CEI) for
Carothers Parkway Widening and Southeast Municipal Complex Entrance**

1. SCOPE OF SERVICES. The Consultant shall provide construction engineering, inspection, testing, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. The Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount Not-to-Exceed Two Hundred Nineteen Thousand Seven Hundred Seventy-Six and 70/100 Dollars (\$219,776.70).
5. Payment of reimbursable items, at direct cost, shall be allowed to exceed the above listed not-to-exceed contract ceiling.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

- 3.5 INDEMNIFICATION. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services; (b) the failure of any contractor, subcontractor, consultant, or other Project participant, not under contract to the Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the Consultant in Attachment A, Scope of Services.

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

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

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

- (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (4) The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

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

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

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

- 4.3 TERMINATION FOR NON-APPROPRIATION. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

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

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

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

7.3 Documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the Consultant makes no representations as to long term compatibility, usability, or readability, of the documents

resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, the Consultant at the beginning of this Project.

- 7.6 The City may make and retain copies of documents for information and reference in connection with use on the Project by the City, or its authorized representative. Such documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the documents for extensions of the Project or for any other project will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

- 9.2 The Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for the Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, disability or marital status. The City and the Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. The City and the Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

CITY OF FRANKLIN, TENNESSEE:

**HDR CONSTRUCTION CONTROL
CORPORATION:**

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



February 24, 2021

City of Franklin

109 3rd Avenue South

Franklin, TN 37064

RE: Professional Service Agreement for Construction Engineering and Inspection Services on the Carothers Parkway Widening and Southeast Municipal Complex Entrance

HDR is pleased to submit this proposal for the aforementioned project which will connect Carothers Parkway to the soon to be constructed Southeast Municipal Complex. Work will include widening of the existing parkway, construction of a bridge over the Harpeth River, sanitary sewer relocation, and water/reclaimed water improvements. The intent of this document is to define as clearly as possible HDR's responsibilities on this project.

Scope of Services Summary

- 1. Project Administration:** Provide project administration and coordinate with the assigned City of Franklin representative. The Consultant shall provide ample inspectors and assistance to adequately monitor work being performed on the project. Monitor consultant hours worked on the project and submit monthly invoices with supporting documentation.
- 2. Provide Construction Inspection:** HDR acknowledges that their role will be to provide the primary inspection staff for this project. As such, HDR shall provide effective and qualified supervision of inspection services.

Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the Contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the

acts or omissions of the Contractor or other parties on the project.

The presence of Consultant's personnel at a construction site is for the purpose of providing the City of Franklin a greater degree of confidence that the construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Field technicians (inspectors) must be certified in the applicable TDOT certification workshops listed below:

- OSHA 10 Safety Training Construction (Field personnel)
- TDOT:
 - Asphalt Roadway Paving Inspector
 - Class 1 Concrete Technician
 - Asphalt Plant Tech Certification
 - Soils and Aggregate Technician
- TDEC:
 - a. EPSC Level 1 – For inspectors conducting EPSC inspections
 - b. EPSC Level 2 – For supervisors of EPSC inspections
- Nuclear Gauge Training
- Work Zone Traffic Control and Flagger

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the TDOT certification. Prior approval is required.

- 3. Quality Assurance, Testing for Acceptance, and Training:** *(The intent is for the Consultant to provide field testing normally provided by the City of Franklin with employees certified to perform the tests. Copies of certifications should be filed in the project records for review by the City. Temporary waivers of certification or licensing will be reviewed by the City for the final decision.)* Provide certification training to Consultant personnel for necessary field testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by either the City of Franklin or HDR and distribute as required. Monitor

documentation of testing by the Contractor. If requested by the City, field testing by the Consultant includes, but is not limited to, ACI tests for concrete acceptance, nuclear density testing of earthwork, base stone, asphalt including asphalt plant, structural backfill, and pipe backfill as defined by the contract documents or the Tennessee Department of Transportation's Standard Specifications which includes the sampling and testing schedule defined in the Division of Materials and Tests SOP 1-1.

Also included as the responsibility of the Consultant is miscellaneous checking of application rates, dimensions, and bearings to verify conformance to Plans and Specifications. The Consultant will submit the initial information on forms supplied by either the City of Franklin or HDR and receive the final disposition of the material after review. Material certifications submitted by the Contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to the City of Franklin will also be reviewed for conformance to the City's standard form of submission.

4. **Progress Payments:** HDR will document and assemble accurate quantities from actual field records, as directed by the special provisions in the contract, from change orders or force accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City of Franklin for review and payment. The City will be responsible for the processing of the monthly progress payments.
5. **Monitoring of Work:** Provide construction monitoring services for conformance to Plans and Specifications for roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record quantities for payment. Record field measurements in project records for review by the City of Franklin or auditors. The records will be recorded in forms provided by the City of Franklin or HDR. Check traffic control daily, and additionally as requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms supplied by the City of Franklin or HDR and distribute as required. Monitor erosion control items daily for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies.

Prepare an accurate daily diary, signed by the inspector consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and details surrounding the accident such as police report numbers, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged
- Equipment arriving or leaving the project, idle equipment
- other details that may be important later in the project life.

6. Utility Relocations: Utility relocations are subject to be a part of this contract.

Relocations that are reimbursable will be monitored for quantities that will be reviewed and verified comparing utility company records prior to payment by the City of Franklin. The Consultant will also verify that the facilities are located in accordance with the plans and do not conflict with other items of work.

7. Scheduling: Please contact HDR's project manager with a scheduling request at least 48 hours before our services are required on the project.

8. Exclusions: The following items are excluded from the Consultant's scope of services:

- Utility Coordination
- Field Surveying services for quality assurance, verification, quantity calculations, or other purposes.
- Public relations services, such as attendance of meetings, quarterly newsletters, monthly updates, contact with the media, and replies to complaints or concerns.
- Participation in Value Engineering or Change Order proposals
- Review and/or acceptance of shop drawings

9. **Client Responsibilities:** The responsibilities of the City of Franklin or their designated representative on this project are as follows:

- **Project Manager:** Provide a Project Manager to oversee and coordinate with the CEI Supervisor.
- **Public Information/Relations:** Manage and provide public information/relations for project development.
- **Materials Testing Laboratory:** Provide designated materials testing laboratory for applicable testing requirements (i.e. proctors, gradations, compression tests for concrete cylinders, etc.)
- **Offsite Fabrication Inspection:** Provide inspection services for materials manufactured off site (i.e. bridge beams, concrete pipe, etc.).
- **Geotechnical Services:** Provide Geotechnical services needed to complete the project.
- **Surveying Services:** Surveying will be provided by the City of Franklin
- **Change Orders:** Review and approval of Change Orders requested by the Contractor.
- **Schedule Approval:** Review and approval of Contractor's Baseline Schedule and subsequent revisions.

10. **Consultant Fees:** HDR shall provide qualified staff to perform inspection services for the City of Franklin. Hourly compensation shall be at the rates supplied in the original contract documents with allowances for a new rate schedule to become effective on the contract anniversary date, based upon the contract execution date, for each succeeding year. No services will be provided beyond the task order ceiling amount without written amendment and additional compensation.

Respectfully submitted,



JT Wood

Senior Project Engineer

HDR Construction Control Corporation

2/15/2021

CEI Services Cost Estimate for the Carothers Parkway and the SE Municipal Complex

Annual Escalation = 4.00%

Labor:

2021					
Job Classification	Hourly Rate	Weeks	Hrs/Week	Hours	Labor Cost
Principal Project Manager	\$ 165.00	39	0.5	19.5	\$ 3,217.50
Resident Construction Engineer	\$ 155.00	39	2	78	\$ 12,090.00
Senior Construction Inspector	\$ 130.00	39	0	0	\$ -
Construction Inspector	\$ 85.00	39	40	1560	\$ 132,600.00
Project Accountant	\$ 100.00	39	0.5	19.5	\$ 1,950.00
Project Administrative	\$ 70.00	39	0.5	19.5	\$ 1,365.00

2021 CEI Cost = \$ 151,222.50

2022					
Job Classification	Hourly Rate	Weeks	Hrs/Week	Hours	Labor Cost
Principal Project Manager	\$ 171.60	17	0.5	9	\$ 1,458.60
Resident Construction Engineer	\$ 161.20	17	2	34	\$ 5,480.80
Senior Construction Inspector	\$ 135.20	17	0	0	\$ -
Construction Inspector	\$ 88.40	17	40	680	\$ 60,112.00
Project Accountant	\$ 104.00	17	0.5	8.5	\$ 884.00
Project Administrative	\$ 72.80	17	0.5	8.5	\$ 618.80

2022 CEI Cost = \$ 68,554.20**CEI Contract Total = \$ 219,776.70**

Hourly rates include compensation, benefits, overhead, and fee.

Hourly rates include use of a company vehicle and incidental mileage for the following field construction staff classifications: Resident Construction Engineer, Senior Construction Inspector, and Construction Inspector.

Hourly rates include field testing services performed by inspectors on the project site for concrete (air content, slump, temperature, and cylinders) and density testing (hot mix asphalt, aggregate base, and embankments).

Hourly rates include testing services that can be performed by inspectors at a local supplier's facility such as an asphalt plant or a rock quarry.

Hourly rates do not include laboratory testing services for compression testing of concrete cylinders, soil analysis, proctors (soil or stone), and other similar tests.

Hourly rates to increase on a calendar year basis at an annual rate of 4%.

Direct Reimbursable Expenses

Direct reimbursables, if required, will be negotiated at cost on a lump sum basis, as needed.

Subconsultants for specialty services will be included as direct expenses, at cost.



File #: 21-01861

DATE: March 17, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For March 2021.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

1. Go to the City of Franklin's main website at: <https://www.franklin.tn.gov/>,
2. Hover your mouse over "Our City",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Improvement Projects



- Type
- ☒ All
 - ☐ Facilities
 - ☐ Parks
 - ☐ Stormwater
 - ☐ Transportation
 - ☐ Water Management

- Phase
- ☒ All
 - ☐ Design
 - ☐ ROW
 - ☐ Construction

- Project Status
- ☒ All
 - ☐ Active
 - ☐ Completed

Dollars Spent To Date
\$701,949

Project Budget
\$19,634,800

- Design**
- ROW
- Construction

Current Projects
30

- 1 - East McEwen Drive Phase 5 Extension
- 2 - Fire Station No. 7 (Goose Creek Area)
- 3 - Municipal Services Complex Improvements
- 4 - Southeast Municipal Complex (Park)
- 5 - Lockwood Glen Park
- 6 - Bicentennial Park
- 7 - Harlinsdale Farm Bridge & Greenway
- 8 - East Flank Circle Resurfacing
- 9 - 100-Block Battle Avenue Drainage Improvements
- 10 - Watson Branch (Maplewood) Culvert Rehabilitation
- 11 - Liberty-Mallory Intersection Improvements
- 12 - East McEwen Drive Roundabout Improvements
- 13 - SR-96 West Multi-Use Trail
- 14 - Westhaven Boulevard Traffic Signal
- 15 - Jordan Road Improvements
- 16 - Old Peytonsville Road & Long Lane Bridge & Connector
- 17 - West Main Street Bridge Widening
- 18 - Columbia Avenue Widening & Improvements
- 19 - Franklin Road Improvements & Streetscape
- 20 - 5th Avenue Parking Lot
- 21 - McEwen Drive Interchange Improvements
- 22 - East McEwen Drive Phase 4 Improvements
- 23 - Henpeck Lane Sanitary Sewer Improvements
- 24 - Water Reclamation Facility Modifications

