



Meeting Agenda

Capital Investment Committee

Thursday, April 22, 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: 956 2265 1918 Passcode: 574454. 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 2021-85, A Resolution Declaring That The Capital Investment Committee Shall Meet On April 22, 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 March 25, 2021 Capital Investment Committee Meeting.

NEW BUSINESS

3. Discussion And Guidance On Proceeding With A Preliminary Sanitary Sewer Study And Plan Inclusive of The Redwing Farms Subdivision And Surrounding Area.

Sponsors: Michelle Hatcher, Vernon Gerth, Scott Andrews

4. Consideration To Grant Water Availability For 2060 Hillsboro Road (Map 037, Parcel 00300).

Sponsors: Michelle Hatcher, Scott Andrews

5. Consideration Of Amendment No. 2 To COF Contract No. 2020-0012, With Hazen And Sawyer For Pilot Facility Construction Phase Services For The Evaluation Of SE WW Capacity.

Sponsors: Michelle Hatcher

6. Consideration Of Draft Amendment No. 1 To COF Contract No. 2020-0230, With Boozer & Company, P.C. For Additional Appraisal Services For The Jordan Road Improvements Project At A Cost Increase of \$3,800.

8/27/2020 CIC 4-0

Sponsors: Paul Holzen, Jonathan Marston, Sarah Roop

7. Capital Projects Dashboard And Status Updates For April 2021.

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

MEETING PROCEDURE CHANGES

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



File #: 21-02009

DATE: April 21, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2021-85, A Resolution Declaring That The Capital Investment Committee Shall Meet On April 22, 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 2021-85.

RESOLUTION 2021-85

A RESOLUTION DECLARING THAT THE CAPITAL INVESTMENT COMMITTEE SHALL MEET ON APRIL 22, 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 April 22, 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 April 22, 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.franklintn.gov/Home/Components/Calendar/Event/11001/1092>

IT IS SO RESOLVED AND DONE on this 22nd day of April, 2021.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CAPITAL INVESTMENT COMMITTEE:

By: _____
Brandy Blanton
Chair

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



File #: 21-01921

DATE: April 7, 2021

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management
Vernon Gerth, Asst. City Administrator Community Development
Scott Andrews, Utilities Engineer II

SUBJECT:

Discussion And Guidance On Proceeding With A Preliminary Sanitary Sewer Study And Plan Inclusive of The Redwing Farms Subdivision And Surrounding Area.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a pending and recent requests for public sanitary sewer to be extended to various properties located in the Redwing Farms Subdivision and, to seek guidance on expending funds to proceed with a preliminary sanitary sewer study and plan for this area.

BACKGROUND/STAFF COMMENTS:

The Water Management Department has recently received another request to extend sanitary sewer service to several properties within the Redwings Farms Subdivision located on Lewisburg Pike. Redwings Farm is not presently within the Franklin city limits but, is within the City's Urban Growth Boundary. The single-family dwellings in Red Wing Farms were built decades ago and the dwellings are served by their own, individual specific field and system.

During the past couple years, the City, in partnership with Williamson County extended a sanitary sewer interceptor through the Redwing Farms Subdivision west along Henpeck Lane to serve the Oakwood Elementary and new Middle School. During the construction of this new interceptor sewer, Redwing Farms property owners located adjacent to the new inceptor, were allowed to disband their septic systems and connect to the City's public sanitary sewer system.

Considering the age of the septic fields and systems in Redwing Farms, property owners seeking to build an addition(expand their dwellings) are unable to do so since the County Sewerage Department has determined these existing septic systems are unable to be expanded. For reference, the WMD has already denied several separate availabilities in this neighborhood as a holistic plan for sewerage the entire neighborhood lacked.

While the City is not aware that any of the Redwing Farms Subdivision septic systems are failing, the Water Management Department has recently received another request to extend a low-pressure system to a 5-7 Redwing Farms properties. While this latest request may be a viable temporary

solution or, even part of an overall public sewer system improvement, the absence of a sanitary sewer plan makes a decision difficult in the event multiple septic systems begin to fail and a request to serve the entire Redwings neighborhood with a public sanitary sewer system is made which would likely require the establishment of a neighborhood-wide assessment district to share in the cost.

FINANCIAL IMPACT:

The estimate cost for a consultant to complete this study is approximately \$ 50,000 and can be through the Water Department's Sewer Access Fund.

RECOMMENDATION:

Staff seeks permission from the Board of Mayor and Aldermen to proceed with securing the services of a consultant to proceed with completing this preliminary sanitary sewer study and plan for the Redwing Farms and surrounding areas,



March 12, 2021

City Administrator Eric Stuckey
City Engineer Director Paul Holzen
Stormwater Management Coordinator Jeff Willoughby
Ward 3 Alderman Scott Speedy

City of Franklin Capital Investment Committee:

Chairman Alderman Margaret Martin
Alderman Brandy Blanton
Alderman Beverly Burger
Alderman Dana McLendon

RE: Redwing Farms Sewer Connectivity

Dear Mr. Stuckey and Mr. Holzen,

We are requesting a sewer connection for the installation of proposed sewer lines using individual grinder pumps, low pressure force main with provided sewer easements, and capacity fee payments for the following seven contiguous parcels in the Redwing Farms subdivision. Our proposed plan would allow for existing homes on deteriorating septic systems to tie into the River Bluff subdivision's existing sewer main at an affordable, attainable cost.

The location of these properties is in proximity to where the City granted my personal residence to be engineered, and subsequently tied into existing sewer by installing a grinder pump due to my failing septic system. This request would allow other members of my family who are contiguous to my property be included in this connection.

The alternative route to gravity-flow sewer for these parcels would not be a cost-efficient solution due to the conflicting Columbia Gulf Transmission lines and would not be easily attainable. We will provide sewer easements throughout these parcels in the event of a future extension of Franklin sewer lines throughout the Redwing Farms subdivision. These privately installed lines would not be adding a burden to the City of Franklin.

Our Civil Engineer, Matt Bryant, has investigated this initial proposal and will work with City of Franklin Engineering to coordinate the requirements.

We ask that this request be placed on the Capital Investment Committee meeting for April 22, 2021. We thank you for the consideration in this matter.

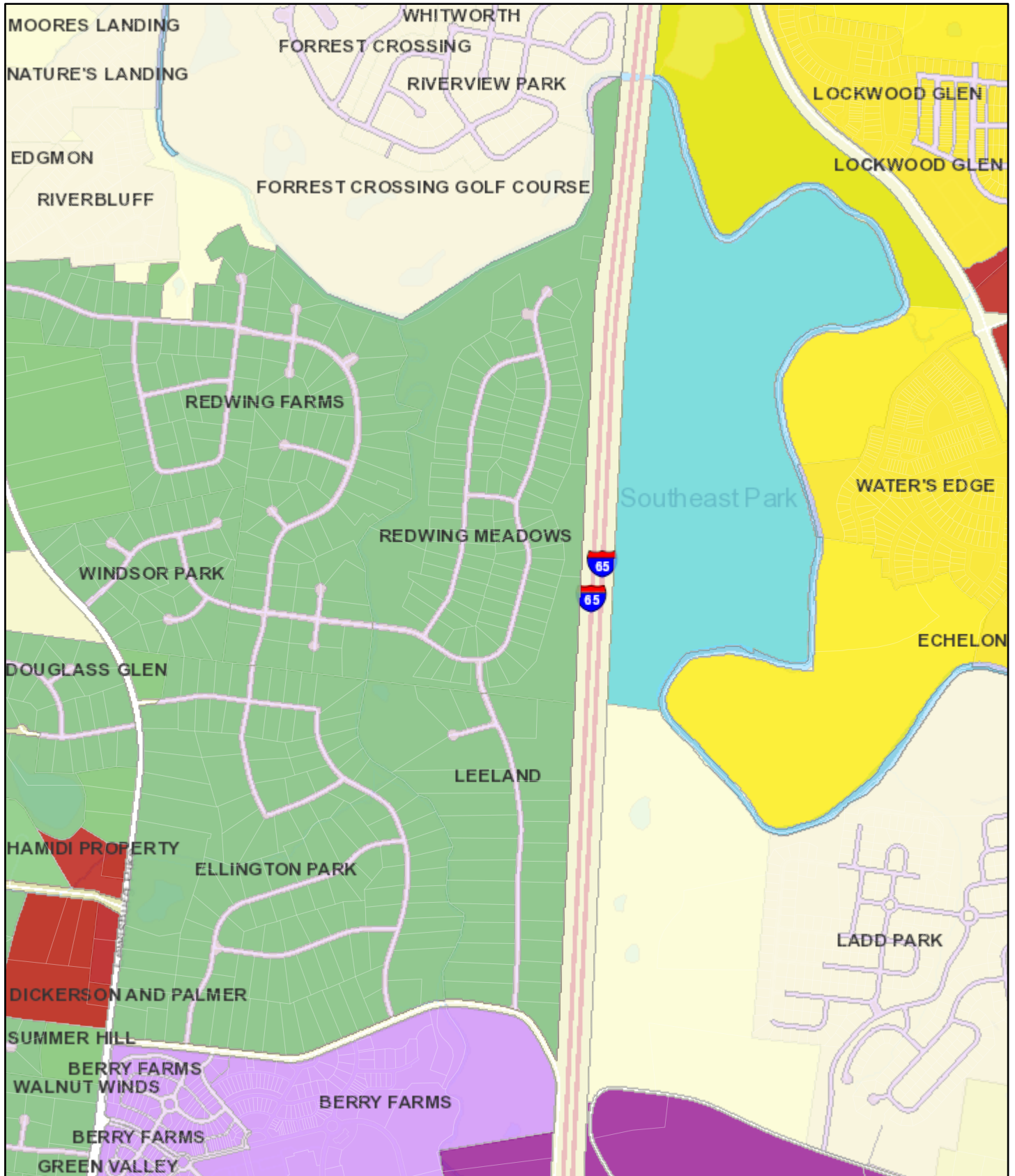
Included Properties:

1107 Holly Hill Drive-089P A 04400
1109 Holly Hill Drive-089P A 04200
1113 Holly Hill Drive-089P A 04000
1115 Holly Hill Drive-089P A 03900
1117 Holly Hill Drive-089P A 03800
1201 Holly Hill Drive-089P A 03700
1111 Shannon Lane-089P A 03300

Property Owner's Representative Jimmy Franks

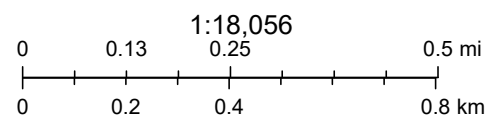
Street Address 1205 Holly Hill Drive

ArcGIS Web Map



4/15/2021, 3:27:44 PM

- | | | |
|---------------------|---------------------------|--------------------|
| Parcels | Conservation Subdivision | Office Residential |
| Subdivisions | Large-Lot Residential | Mixed Residential |
| Design Concepts | Historic Residential | |
| Development Reserve | Compact Residential | |
| Recreation | Single-Family Residential | |
| Conservation | | |



Esri, Inc., City of Naperville, Illinois, City of Franklin GIS Dept.



File #: 21-01960

DATE: April 12, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Water Availability For 2060 Hillsboro Road (Map 037, 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 water availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 3/9/21.
SFUE's Requested: 2.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located north of the City limits, across Hillsboro Road from the Legends Ridge subdivision. The property was previously one parcel, containing two homes, served with City of Franklin water through one meter. The property has since been subdivided into two lots, 2060 Hillsboro Road and 2064 Hillsboro Road. The existing water meter is on the 2064 Hillsboro property, so the applicant is requesting a new meter for 2060 Hillsboro Road so that property can be served independent of 2064 Hillsboro Road and compliant with Municipal Code. The new meter for 2060 Hillsboro Road would serve a main house and a guest house.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that this water availability located at 2060 Hillsboro Road be recommend favorably to the Board of Mayor and Alderman for approval.



Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #		2064 Hillsboro Road	
Map & Parcel(s) #		037 Parcels 003.00, 003.01	
Property Address:		2064 Hillsboro Road, Franklin TN 37069	
City Project # (If Applicable)		na	
# of Dwelling Units (If Residential)		2, main house & guest house	
Applicant's Name & Company		Scott Corbin/Hidden Valley Homes	
Applicant's Address		1728 General George Patton Dr.#101, Brentwood,TN 37027	
Applicant's Email & Phone #		debbie@hiddenvallyhomesnashville.com 615.405.7237-S.Corbin's cell	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4	
Water District:		City of Franklin	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 (Septic)			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

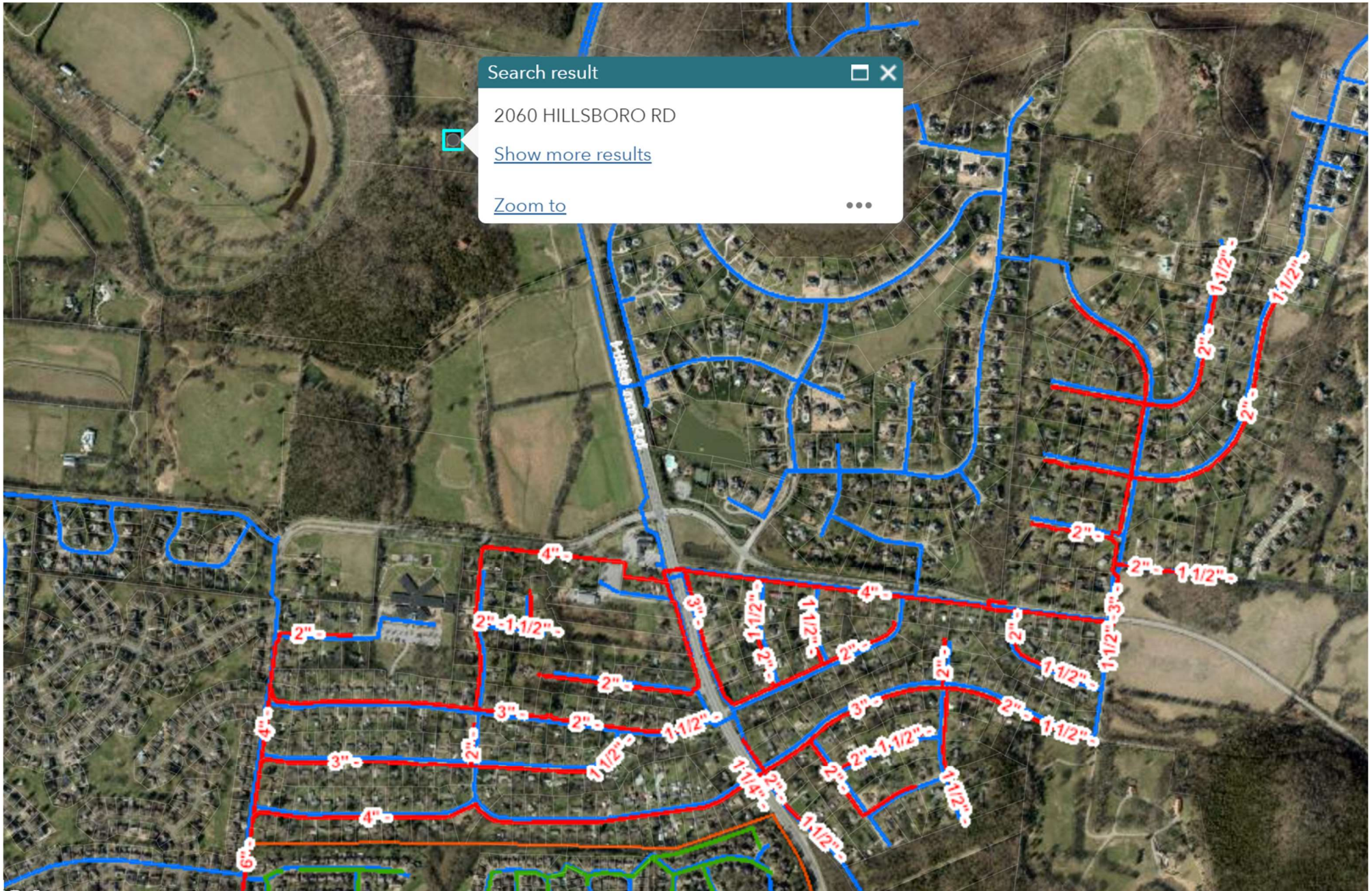
MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

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

Date Submitted: _____

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





File #: 21-01961

DATE: April 12, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
SUBJECT:

Consideration Of Amendment No. 2 To COF Contract No. 2020-0012, With Hazen And Sawyer For Pilot Facility Construction Phase Services For The Evaluation Of SE WW Capacity.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment #2 to the Hazen and Sawyer contract for southeast wastewater capacity evaluation.

BACKGROUND/STAFF COMMENTS:

The Board approved COF Contract No. 2020-0012 with Hazen and Sawyer on March 10, 2021 to evaluate the southeast area of the City for additional wastewater capacity. The evaluation has been progressing and is reaching the point where the pilot facility will be constructed. Simultaneously while this project has been continuing, the Redwing Reclaimed Booster Station has been designed and is ready for construction.

Task 1 of this amendment covers the modification to the design to remove large pieces of the pilot facility that can be better served in a bench-top scale unit for the wastewater process. While this was a slight amendment for an increase in costs, construction costs are estimated to save over \$3M in addition to the possibility of odor and noise complaints from nearby neighbors.

Task 2 covers the incorporation of the Redwing Booster Station into this bid package, so the City will have one Contractor responsible for the site construction and maintenance.

Task 3 involves the inspection services for the construction of the pilot facility and pump station and was included in the budgeting for the pump station construction.

Task 4 includes a delay that is anticipated due to material delays being observed around the country ranging from fabrication delays, winter storms, materials, and covid. A number of the manufacturers included in this project have already indicated the potential for a delay on the front end to help the project bid easier and at a lower cost. This labor time will only be used if necessary due to these delays. Impacts to the construction schedule from Contractor delays will be handled through liquidated damages for reimbursement of inspection costs.

Task 5 includes the lease of the pilot equipment to be handled through the Consultant to make agreements timely in order to maintain the project schedule.

Task 6 includes on-call assistance for the modeling for the TMDL (total maximum daily load) that TDEC is developing for the Harpeth River. This TMDL will ultimately drive what discharge requirements will be needed for discharge into the Harpeth River and what technologies will be appropriate for a new facility.

FINANCIAL IMPACT:

This amendment is a not-to-exceed amount of \$637,100.00. This amount has been included in the previous discussions on increasing impact fees as this work is solely growth-driven.

RECOMMENDATION:

Staff recommends that Amendment No. 2 to COF Contract No. 2020-0012 be recommend favorably to the Board of Mayor and Alderman for approval.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FRANKLIN'S SOUTHEASTERN WASTEWATER
CAPACITY PROJECT
COF Contract No. 2020-0012**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2021, by and between the **City of Franklin, Tennessee** ("City") and **HAZEN AND SAWYER** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **FRANKLIN'S SOUTHEASTERN WASTEWATER CAPACITY**, dated the 10TH day of MARCH 2020; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TWO MILLION EIGHT HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$2,822,300.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated March 12, 2021, in the amount of **SIX HUNDRED AND THIRTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$637,100.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 12, 2021, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **SIX HUNDRED**

AND THIRTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$637,100.00).

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated March 10, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

HAZEN AND SAWYER

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

EVALUATION OF FRANKLIN'S SOUTHEASTERN WASTEWATER CAPACITY
COF CONTRACT NO. 2020-0012
AMENDMENT 2 – PILOT FACILITY CONSTRUCTION PHASE SERVICES

Hazen and Sawyer

March 12, 2021

BACKGROUND

The project scope includes design, limited construction phase services and operational support for a pilot facility. As the project has progressed some modifications to the planned pilot facility and procurement of pilot equipment are desired to improve the cost/benefit of the pilot, streamline construction, and facilitate equipment to be utilized by the pilot facility. This amendment addresses the associated scope of work.

SCOPE OF WORK

Task 1 – Pilot Design Modification

During development of the pilot plan, it was determined that reduction of the pilot facility scope to limit the large-scale elements of the pilot to the advanced treatment technologies would meet the goals of the pilot and save money. However, the modified plan does require some updates to the design of the pilot facility.

The pilot facility modifications include the following:

- Elimination of influent wastewater preliminary treatment and biological treatment process including pumps, screening equipment, piping, valves, and tanks.
- Reduction in the pilot facility overall footprint / area with elimination of unit processes / pilot reactors.
- Modification to building services with the change in overall footprint / area including architectural, structural, HVAC, plumbing, electrical, and instrumentation and controls.
- Expansion of laboratory to accommodate bench-scale reactors for operation of 5-stage biological treatment process.
- Modification of pilot facility site orientation and layout to incorporate overall pilot study strategy.
- Incorporation of bench-scale biological testing into pilot plan.
- Two additional review meetings – one for revised laboratory space layout and one for review of updated pilot facility / reclaimed water PS improvements plans and specifications.

Task 2 – Redwing Reuse PS and Pilot Facility Bid Package Coordination

The Redwing Reuse PS and the Pilot Facility are both scheduled for construction in the second quarter of 2021. While these two projects serve two different functions and were designed by different engineers, the OWNER would like to combine the two projects into a single project for bidding and construction. The approach will reduce the overall cost of construction and eliminate logistical challenges associated with having two contractors working on the same site simultaneously.

The bid package coordination includes the following tasks:

- Incorporation of Redwing Reuse PS Work into the Division 0 specifications (Franklin Standard Front End Documents). Requires coordination specifically for the following sections:
 - C111 Advertisement for Bids
 - C200 Instruction to Bidders
 - C410 Bid Form
 - C520 Agreement
- Review of Redwing PS Division 1 specification to identify any potential conflicts, address conflicts, and coordinate with engineer regarding any proposed modifications. CONSULTANT will review engineer's Division 1 specifications and track change any modifications for coordination with engineer. Coordinated Division 1 specifications will be submitted to OWNER with track changes to identify any proposed modifications for review and comment.

Task 3 – Construction Services for Redwing Reclaimed Water PS

The Redwing Reclaimed Water PS, designed by Hethcoat & Davis, Inc. (HD) will be constructed adjacent to the proposed pilot demonstration facility and construction is anticipated to take place at the same time as the pilot demonstration facility. The OWNER has requested that CONSULTANT provide construction services for a combined project to include both the Redwing Reclaimed Water PS and the Southeast Basin Pilot. The original scope of services for the SE Wastewater Capacity Evaluation included construction services for the pilot facility.

The following additional services are anticipated to provide combined construction services for the improvements. These additional services assume that HD will provide submittal reviews, responses to technical inquiries, and periodic site visits through an as-needed contract between HD and the OWNER and managed by the OWNER. It is also assumed that materials testing for the improvements will be provided by the contractor via the construction contract.

- Coordination of HD Submittals – It is assumed that HD will review up to 30 shop drawings and 30 RFIs. CONSULTANT's proposed additional fee covers additional coordination of submittal review by HD, including incorporation of submittals and communications on the improvements through ProCore.
- Request for Proposed Changes (RPC) review – CONSULTANT will review up to 5 RPCs associated with the reclaimed PS. CONSULTANT will provide primary review and will request input from HD on an as needed basis.
- Resident Project Representative (RPR) – The SE Wastewater Capacity Evaluation Scope of Services included RPR services for 16 hours per week over a six-month construction duration. CONSULTANT will provide an additional 4 hours of RPR time per week over a nine-month construction duration to cover additional activities related to the Reclaimed Water PS (see Task 4 for extended duration additional RPR related to the pilot facility). CONSULTANT will contract with C&T Engineering to provide RPR services for the project.
- As-needed Inspections and Startup Assistance – CONSULTANT will provide up to 80 hours of as-needed inspections and startup assistance for the Reclaimed Water PS. It is assumed that HD will provide some on-site inspections and may provide startup assistance, pending budget availability for their services.

Task 4 – Extension of Construction Services from 6 to 9 Months

The SE Wastewater Capacity Evaluation project included construction services for a 6-month construction duration, with additional time for commissioning and pilot startup. Based on refinement of the design and analysis of the construction schedule, the construction duration of both improvements is anticipated to be 9 months. Additional submittals for the pilot facility are also anticipated over those originally scoped due to a greater number of technical components. This task includes additional time associated with the extension in project schedule and for additional submittals and coordination associated with the pilot facility improvements.

- Additional Construction Progress Meetings – CONSULTANT will attend up to three additional monthly construction progress meetings. Up to two attendees are included. It is assumed that the contractor will prepare an agenda and distribute meeting minutes.
- Additional Construction Administration – CONSULTANT will provide construction administration services for the additional three months of anticipated construction time. Activities will include coordination of the contract, review of pay requests and schedule updates, and day to day communication with the contractor.
- Additional Submittal Review - CONSULTANT will provide coordination and review of up to 20 additional shop drawings and requests for information (RFIs).
- Additional Resident Project Representative Services – CONSULTANT will provide RPR services for an average of 16 hours per week (total of 208 hours) for an additional three months of construction. See Task 3 for additional RPR services related to the Reclaimed Water PS). It is assumed that the OWNER will provide oversight during times when a CONSULTANT representative is not on site. CONSULTANT will coordinate with the OWNER on reporting requirements, format, and locations for storage of project records. CONSULTANT will contract with C&T Engineering to provide RPR services for the project.

Task 5 – Pilot Facility Equipment Lease

Typically process equipment is purchased and installed through the construction contract for new facilities. However, since the pilot facility is temporary, the advanced treatment process equipment will be leased instead of purchased. CONSULTANT will lease the equipment from the appropriate manufacturers. The leased equipment will be installed by the contractor.

The following table provides a summary of the pilot equipment, cost and specifics regarding lease duration and other details. The lease period for all pilot unit equipment was assumed to run from May 1st, 2022 to May 31st, 2023. A 10% contingency was added to the pilot unit costs to account for unforeseen incidental costs. The Tertiary Membrane, Ozone, BAF, and GAC pilot will be leased for the duration of the pilot, while the UV AOP unit will be purchased on behalf of the OWNER (include the H2O2 feed pump for this process). No taxes are included in the costs.

Pilot Unit	Cost	Notes
Tertiary Membrane (Suez Zeeweed 500D)	\$158,000	13 months, includes freight and on site assistance. 10% contingency
Ozone (Intuitech Z300)	\$106,000	56 Weeks, Includes freight and onsite assistance, 10% contingency
BAF (Intuitech F1100)	\$121,000	56 Weeks, Includes freight and onsite assistance, 10% contingency

GAC (Calgon)	\$11,000	13 Months includes freight. 10% contingency
UV AOP (Trojan UV Pro 30)	\$15,000	Purchase of units, 10% contingency, includes delivery
Total Pilot Unit Costs	\$411,000	

Task 6 – Harpeth River TMDL WASP Model Support

TDEC is currently in updating the nutrient Total Maximum Daily Load (TMDL) for the Harpeth River through Franklin. The TMDL will have implications regarding future nutrient loads and limits in the river. Region 4 EPA recently completed development and calibration of a Water Quality Analysis Simulation Program (WASP) model to facilitate evaluation of water quality in the Harpeth River and will utilize model output to establish parameters and limits contained within the new TMDL. CONSULTANT will provide on-call support to utilize the calibrated model to evaluate alternatives for the OWNER. On-call support for this task will be provided on an as-needed basis and only following written authorization by the OWNER. A not-to-exceed on-call budget of \$20,000 is established for this task.

SCHEDULE

CONSULTANT will begin work upon NTP from OWNER and coordinate activities as appropriate as part of overall scope of the project.

FEE

The fee is **\$637,100** and will be billed in accordance with COF Contract No. 2020-0012. Task hours and fees are broken down as follows.

Task	Task Description	Hours	sub-fee	Fee
Task 1	Pilot Design Modification			\$50,500
	Detailed Design	338	\$50,500	
Task 2	Redwing Reuse PS and Pilot Facility Bid Package Coord.			\$9,900
	Front End / Division 1 Specification Coordination	20	\$4,700	
	Site Plan Coordination	28	\$5,200	
Task 3	Construction Services for Redwing Reuse PS			\$59,200
	Coordination of H&D Submittals / RPC review	145	\$22,100	
	Resident Project Representative	156	\$20,600	
	As-needed Inspections and Startup Assistance	80	\$16,500	
Task 4	Construction Services Extension (from 6 to 9 months)			\$74,600
	Progress Meetings (3 additional)	21	\$4,400	
	Construction Administration	104	\$21,300	
	Additional Submittals (20)	120	\$21,500	
	Additional RPR Time (3 additional months)	208	\$27,400	
Task 5	Pilot Equipment Lease			\$415,900
	Equipment Lease Coordination	24	\$4,900	
	Equipment Lease Cost		\$411,000	
Task 6	Harpeth River TMDL On-call Support			\$20,000
	Miscellaneous Expenses (travel, lodging, etc.)			\$7,000
TOTALS		1,244		\$637,100



File #: 21-01975

DATE: April 14, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Sarah Roop, Right of Way Agent

SUBJECT:

Consideration Of Draft Amendment No. 1 To COF Contract No. 2020-0230, With Boozer & Company, P.C. For Additional Appraisal Services For The Jordan Road Improvements Project At A Cost Increase of \$3,800.
8/27/2020 CIC 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement (PSA) with Boozer & Company, P.C. (Boozer).

BACKGROUND/STAFF COMMENTS:

On September 22, 2020, the BOMA approved a PSA (COF Contract No. 2020-2030) with Boozer to provide appraisals of the properties that will be affected by the construction of the Jordan Road Improvements project. During a design review, staff discovered a missing property line on the design plans, which has since been corrected. However, this correction caused the need for an additional property appraisal associated with this project. Amendment No. 1 provides for this additional appraisal.

FINANCIAL IMPACT:

The total cost of this amendment is \$3,800. Expenses for this project have been programmed to be paid from the Capital Project Fund. This corresponds to a general ledger (GL) fund code of 310.

RECOMMENDATION:

Staff recommends that Amendment No. 1 to COF Contract No. 2020-0230 with Boozer & Company, P.C. be recommend favorably to the Board of Mayor and Alderman for approval.

**BOOZER &
COMPANY, P.C.**

Professional Real Estate Appraisers & Consultants

April 13, 2021

Ms. Sarah Roop
Right of Way Agent
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

RE: Proposal for Real Estate Appraisals:
Jordan Road Reconstruction Project
Tract 13
Franklin, Williamson County, Tennessee

Dear Ms. Roop,

Per your request, I respectfully submit this formal proposal for **Ted Boozer, MAI of Boozer & Company, P.C.** to conduct an appraisal on the above-referenced project.

The purpose of the appraisal will be to estimate the amount due the property owner as a result of the acquisition for the Jordan Road Reconstruction project. The intended use of the appraisal is to assist the City of Franklin in right-of-way acquisition for this project. The intended users of this report are the City of Franklin, and/or assigns. **Boozer & Company, P.C.** will not be responsible for unauthorized use of the report.

The appraisal will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Guidelines for Appraisers. The fee for this appraisal will be **\$3,800**.

The appraisal will be completed within 30 days of receiving authorization to proceed in the form of an executed Professional Services Agreement. Invoices will be due and payable in full within 30 days of invoice. Any subsequent revisions or updates to the appraisal, or testimony/conferences regarding condemnation of the tracts, shall be billed at a rate of **\$300 per hour**.

Thank you for allowing **Boozer & Company, P.C.** the opportunity to submit this proposal. I will proceed with the preparation of the appraisal upon receipt of a formal contract that includes the terms of this letter. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this assignment.

Sincerely,



Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR APPRAISAL FOR JORDAN ROAD IMPROVEMENTS PROJECT
COF Contract No. 2020-0230**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2021, by and between the **City of Franklin, Tennessee** ("City") and **BOOZER & COMPANY, P.C.**

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Appraisals for Jordan Road Improvements, dated the 22nd day of September 2020; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of THIRTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$30,400.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in appraisal services, as described in Attachment A dated April 12, 2021, in the amount of **THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their April 13, 2021, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not to exceed **THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00)**.

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated September 22, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

(Signatures on Following Page)

The CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore

Mayor

Date: _____

Attest:

Eric S. Stuckey
City Administrator

Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

BOOZER & COMPANY, P. C.

By: _____

Print: _____

Title: _____

Date: _____



File #: 21-01974

DATE: April 14, 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 April 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

