



Meeting Agenda

Capital Investment Committee

Thursday, September 23,
2021

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The August 26, 2021 Capital Investment Committee Meeting.

NEW BUSINESS

2. Consideration Of DRAFT COF Contract No. 2021-0257 With CDM Smith For the Water Reclamation Facility National Pollutant Discharge Elimination System Permit Renewal Application Support For An Amount of \$30,000.

Sponsors: Michelle Hatcher, Brian Goodwin

3. Consideration Of DRAFT COF Contract No. 2019-0310, Final Change Order With Middle Tennessee Infrastructure For Holiday Court Pump Station Project.

Sponsors: Michelle Hatcher, Patricia McNeese

4. Consideration Of Ordinance 2021-38, An Ordinance To Reduce The Speed Limit On Boyd Mill Avenue From The Eastern Terminus Of New Highway 96 West To Downs Boulevard.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

5. Consideration Of DRAFT Amendment 1 To COF To Contract No. 2020-0222, An Amendment To A Professional Services Agreement With Jackson Thornton Utilities For Revenue Requirements Analysis And Cost Of Service/Rate Study For The Water/Wastewater/Reclaimed Water System for a Not To Exceed Amount of \$8,000.

Sponsors: Michelle Hatcher

6. Consideration To Grant Sewer Availability For 4046 Clovercroft Road (Map 079, Parcel 05401).

Sponsors: Michelle Hatcher, Scott Andrews

7. Capital Projects Dashboard And Status Updates For September 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 #: 21-02378

DATE: August 17, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0257 With CDM Smith For the Water Reclamation Facility National Pollutant Discharge Elimination System Permit Renewal Application Support For An Amount of \$30,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a proposal from CDM Smith to provide support for the renewal of the NPDES permit.

BACKGROUND/STAFF COMMENTS:

The current NPDES permit expires June 30, 2022 and the renewal application is required to be submitted 180-days prior to expiration, December 2021. The Water Management Department has asked CDM Smith to provide support in additional sampling analysis and preparation of the application for submittal to TDEC by this December deadline.

FINANCIAL IMPACT:

The cost of the contract is \$30,000 and is budgeted out of the Water Reclamation Facility Operations Budget of 431-82560-52212.

RECOMMENDATION:

Staff recommends that COF Contract No. 2021-0257 with CDM Smith for the Water Reclamation Facility National Pollutant Discharge Elimination System Renewal Application Support be recommended for approval by the Board of Mayor and Aldermen.



210 25th Avenue North
Suite 1102
Nashville, Tennessee 37203
tel: 615-320-3161
fax: 615-320-6560

September 7, 2021

Mr. Michelle Hatcher, P.E.
Director of Water Management
124 Lumber Dr.
Franklin, TN 37064

Subject: Franklin WRF NPDES Permit Renewal Application Support

Michelle:

The current Franklin WRF NPDES Permit (No. TN0028827) expires on June 30, 2022 and requires that the new application be filed a minimum of 180 days before expiration. Based on the required timing, CDM Smith is submitting this proposal to support the Water Management Staff to review the previous year's data, develop the application package and assist the City with submission.

CDM Smith's expertise in NPDES permitting services cover a wide array of wastewater and stormwater discharges and include a multitude of services including, but not limited to:

- Developing/reviewing permit applications;
- Preparing expert technical comment on draft permits and permit appeals;
- Working with legal counsel to support permit applicants through U.S. Environmental Protection Agency (USEPA)/Environmental Appeals Board (EAB's) Alternative Dispute Resolution (including preparation of depositions);
- Preparing monitoring programs, quality assurance project plans (QAPPs), and executing the required monitoring programs;
- Using initial dilution models to establish mixing zones;
- Working with subcontractors to design/implement dye studies and physical models to establish and refine mixing zones;
- Analyzing results from whole effluent toxicity testing;
- Designing and executing studies to develop site specific criteria for metals and studies to perform toxicity identification/reduction evaluations (TIE/TRE); and





NPDES Permit Renewal Application Support

September 7, 2021

Page 2

- Evaluating water quality-based alternative compliance strategies for stringent NPDES permit limits.

Project Scope of Work

The scope of work identified below is based on a review of the existing NPDES permit and the TDEC requirements for submitting a Publicly Owned Treatment Works (POTW) NPDES permit renewal for existing facilities.

CDM Smith will assist the City with the submittal of the NPDES permit renewal application. Assistance will include the following:

- Obtain and review available information related to the NPDES permit, including the past permit application and up to 4.5 years of discharge monitoring reports and WET testing results;
- Identify and coordinate with the City staff on any additional sampling requirements for the NPDES permit renewal application;
- Prepare the draft and final NPDES permit renewal application which requires completion of EPA Application Form 2A.

The following description details the specific tasks and scope to be performed by CDM Smith.

Task 1 – Kickoff Teleconference and Project Management

CDM Smith will hold a teleconference with City staff to start the project. The call will consist of a review of the data and information that is available to support preparation of the NPDES renewal application and a discussion of additional data needs.

Task 2 - Compile and Review Data

CDM Smith will review and compile data that is available from the water reclamation facility. CDM Smith has assumed that the City will provide the data in an electronic format. Data are expected to include Excel format Monthly Operating Reports and WET test results.

As part of this task, CDM Smith will analyze the data to produce statistics and information required for the NPDES permit renewal application. We will also identify any data gaps and work with the City to develop a comprehensive list of additional sampling parameters required for the NPDES renewal application. This will include the information from the priority pollutant scan and other information provided by the City.



Task 3 – Permit Application

CDM Smith will complete the EPA Form 2A for the NPDES permit renewal. As part of this task, CDM Smith will update the information from the City's previous NPDES permit renewal application, with detailed outfall information including discharge types and flow rates, description of the treatment components (size, flow rate, retention times, final disposal of wastes other than discharge), water supply sources, a flow schematic and water balance drawing, statistics describing effluent characteristics, contract laboratory information, and information on the City's Industrial Pretreatment Program.

CDM Smith will complete a draft permit application for the City's review, will incorporate the City's comments upon receipt of draft comments, and will complete the final permit application for submittal to TDEC.

Proposal Assumptions & Clarifications

1. All proposed meetings will be held virtually.
2. The City will transmit all data in electronic format. Data will be transmitted in Excel format where possible.
3. The City will coordinate and complete all additional required sampling and analysis required for permit application.

Cost and Schedule

CDM Smith is prepared to begin work immediately upon Notice-to-Proceed (NTP) and anticipate holding our kickoff meeting within five business days of NTP. The following is our anticipated schedule:

Commencement of project; Kick-off meeting – within 5 days of NTP

Draft Permit Application for City Review – Delivered by November 19, 2021 (assuming an NTP on or before October 12, 2021)

Final Permit Application for City Review – 2 weeks after receipt of City comments

CDM Smith proposes to complete the work associated with this scope (Task 1 through 3) above for a lump sum fee of \$30,000. We will submit a monthly invoice based on the percentage of work completed to date. In addition, included with each invoice will be a summary of work completed to date; as well as work anticipated to be completed as part of the assistance.



NPDES Permit Renewal Application Support
September 7, 2021
Page 4

Key Staff

Bernadette Kolb, PE, Sr. Technical Advisor. Ms. Kolb offers 34 years of water resources permitting and engineering experience. Her expertise lies in receiving water quality analyses (both developing/implementing monitoring programs and oversight of numerical modeling studies) projects in fresh and marine waters, and includes analyses of watershed/source water protection, lake water quality and algal studies, Clean Water Act/NPDES permitting support, wastewater treatment plant/water treatment plant outfall siting and conceptual design, monitoring programs design and implementation, oversight of hydrodynamic and initial dilution modeling studies, and assessment of potential water quality impacts to determine treatment requirements. Ms. Kolb will help develop permit strategy with the City and will provide all quality and technical review of CDM Smith work.

Zach Eichenwald, PE, Water Resources Engineer. Mr. Eichenwald is a seasoned water resources engineer with extensive expertise in water quality assessments for rivers, lakes, reservoirs and estuaries. Mr. Eichenwald's work includes diagnostic water quality studies of surface water supplies, building and applying hydrologic, hydraulic and water quality models of surface water systems, and NPDES wastewater permitting support. He will oversee data compilation, analysis, and the completion of the permit application forms with assistance from junior support staff.

CDM Smith appreciates the opportunity to provide this assistance and services to the City of Franklin. If you have any questions about this proposal, or the WRF NPDES permitting process, please do not hesitate to contact us. We are ready to initiate this work upon your notice to proceed.

Very truly yours,

A handwritten signature in blue ink that reads "Zack A. Daniel".

Zack Daniel, PE
Vice President/Client Service Leader
CDM Smith Inc.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No._2021-0257_____**

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

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

NPDES PERMIT RENEWAL APPLICATION SUPPORT

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 (THIRTY THOUSAND AND ZERO DOLLARS) (\$30,000.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

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

- 7.2 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.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney



File #: 21-02379

DATE: August 17, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2019-0310, Final Change Order With Middle Tennessee Infrastructure For Holiday Court Pump Station Project.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Final Change Order with Middle Tennessee Infrastructure for the Holiday Court Pump Station project.

BACKGROUND/STAFF COMMENTS:

The Holiday Court Pump Station Improvements project was approved by the BOMA on March 10, 2020, and awarded to Middle Tennessee Infrastructure, Inc., of Murfreesboro, TN, in the amount of \$554,057.40. This pump station is located behind the office building at 133 Holiday Court. The substantial completion date as revised by Change Order No. 1 was January 20, 2021. The contractor was assessed liquidated damages in the amount of \$2,500 (\$500 per day for 5 business days) because the actual substantial completion date was met on January 27, 2021. Final completion of the project was achieved on February 26, 2021, which was within the allowed time frame as approved in Change Order No. 1.

FINANCIAL IMPACT:

The final cost for the project was a decrease of \$29,717.00 from the original contract price and was funded from the wastewater operations fund.

RECOMMENDATION:

Staff recommends that the Final Change Order with Middle Tennessee Infrastructure for the Holiday Court Pump Station project be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: FINAL

Owner: **City of Franklin, TN** Date Issued: **8/17/2021**
 Engineer: **Hethcoat & Davis**
 Contractor: **Middle Tennessee Incorporated**
 Project Name: **Holiday Court Pump Station Improvements Project**
 Owners Contract No.: **COF 2019-0310**
 Effective Date of Change Order: **10/12/2021**

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

Description:

Change order to reflect the approved Construction Change Authorizations and close out the project.

Attachments:

1. **Invoice for Liquidated Damages**
2. **Final pay request**

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 554,057.40	Substantial Completion: December 13, 2020
	Ready for final payment: January 12, 2021
Increase Decrease from previously approved Change Order	Increase Decrease from previously approved Change Orders
\$ 13,753.00	Substantial Completion: January 20, 2021
	Ready for final payment: February 27, 2021
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 567,810.40	Substantial Completion: January 20, 2021
	Ready for final payment: February 27, 2021
Increase Decrease this Change Order:	Increase Decrease this Change Order: 0 days
\$ 29,717.00	Substantial Completion: January 20, 2021
	Ready for final payment: February 27, 2021
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 538,093.40	Substantial Completion: January 20, 2021
	Ready for final payment: February 27, 2021

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____



HISTORIC
FRANKLIN
TENNESSEE

City of Franklin
109 3rd Avenue South
Franklin, TN 37064

INVOICE

INVOICE DATE: 5/27/2021

TO:
Middle Tennessee Infrastructure, Inc.
105 Homewood Drive
Murfreesboro, TN 37127

**RE: City of Franklin Contract No. 2019-0310
Holiday Court Pump Station Improvements Project
Liquidated Damages**

DESCRIPTION	TOTAL
Liquidated damages of 5 days at \$500 per day	\$2,500.00
TOTAL DUE	
\$2,500.00	

Amount is due upon receipt. Make checks payable to City of Franklin. Mail to:

City of Franklin
Finance Department
ATTN: Caleb Stoner
109 3rd Avenue South
Suite 111
Franklin, TN 37064

Finance Department can be reached at (615) 791-1457.



Invoice Transmittal

(Must Accompany ALL Payment Requests)

SECTION 1 - Contract Information

Project Name: Holiday Court Pump Station Improvements Project

Job Number: 2019-016 COF Contract Number: 2019-0130

TDOT PIN: _____

Vendor Name: Middle Tennessee Infrastructure Inc. Vendor Code: MID054

Original Contract Amount: \$ 554,057.40 BOMA Date: 03/10/2020

Amend/CO Amount(s): _____

Approved Contract Ceiling: \$ 554,057.40

Grant Funding (YES or NO): _____ Grant Source: _____

SECTION 2 - Invoice Information

Vendor Invoice Number: 5 Invoice Date: 03/31/2021

Payment Sequence: 5 Date of Work: 02/28/2021

Current Invoice Amount: \$ 71,569.90

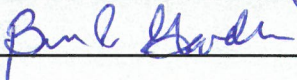
SECTION 3 - Accounts Payable Information

Payment Description: HCPS Improvements PR#5

Account Number (GL) 1:	<u>431-89320-52219</u>	Amount:	<u>\$ 71,569.90</u>
Account Number (GL) 2:	_____	Amount:	_____
Account Number (GL) 3:	_____	Amount:	_____
Account Number (GL) 4:	_____	Amount:	_____
Account Number (GL) 5:	_____	Amount:	_____
Account Number (GL) 6:	_____	Amount:	_____
Account Number (GL) 7:	_____	Amount:	_____
Retainage Code:	_____	Amount:	_____

TOTAL (Must Match " Current Invoice Amount"): \$ 71,569.90

SECTION 4 - Approval Signature(s)

COF Project Manager:  Date: 04/23/21

OR

Dept. Purchasing Agent: _____ Date: _____

INVOICES EQUAL TO OR GREATER THAN \$100,000 REQUIRES DIRECTOR LEVEL APPROVAL

Department Director: _____ Date: _____

To:	City of Franklin	From:		Invoice #:	5
	Water Management Department		Middle Tennessee Infrastructure	Estimate #:	
	124 Lumber Drive		105 Homewood Drive	Date:	3/31/2021
	Franklin, TN 37064		Murfreesboro, Tn 37127	From Est. Period:	2/26/2021
Attn:	Brian Goodwin		Tristan Carroll	To Est. Period:	2/28/2021

HOLIDAY COURT PUMP STATION IMPROVEMENTS PROJECT
Owner Contract Number:

CONTRACTOR OR DULY AUTHORIZED REPRESENTATIVE APPLICATION FOR PAYMENT AND CERTIFICATION

To the best of my knowledge and belief, I certify that all items, unit quantities, and prices of work and materials shown on this Periodical Estimate are correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction Contract documents between the undersigned as Contractor and the City of Franklin as Owner, and all authorized changes thereto; that the following is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "Total Amount Due This Estimate" has been received.

Original Contract Amount		\$554,057.40	1. Value of Work Completed to Date	\$	540,593.40
Plus/Minus Approved Change Orders			2. Stored Materials	\$	-
No. 1	Dated: 02/09/21	\$ -	3. Total Completed and Stored to Date	\$	540,593.40
No. 2	Dated: 02/09/21	\$ 12,053.00	4. Retainage (5%)	\$	-
No. 3	Dated: 02/09/21	\$ 1,700.00	5. Total Earned Less Retainage	\$	540,593.40
Contract Amount to Date:		\$567,810.40	6. Less Previous Certificates for Payment	\$	469,023.50
			7. Total Amount Due This Estimate	\$	71,569.90

I further certify that all claims outstanding as of the date against the undersigned as Contractor for Labor, Materials, and Expendable equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said Contract.

Contractor: Middle Tennessee Infrastructure

Title: Project Manager

Signed: [Signature]

Date: 4/9/21

ENGINEER - CONSTRUCTION MANAGEMENT SECTION APPROVAL

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and material supplied under the Contract and that the Contractor's certified statement of his account and the amount due him is correct and just, and that all work and materials included in this Periodical Estimate have been performed in full accordance with the terms and conditions of the corresponding construction Contract Documents and authorized changes thereto.

Name (Print): Walter Swenford

Title: Construction Inspector

Name (Signature): Walter Swenford

Date: 4-15-21

Name (Print): Brian Goodwin CITY OF FRANKLIN, TN RECOMMENDATION FOR PAYMENT

Title: Asst Dir

Name (Signature): [Signature]

Date: 04/23/21

ESTIMATE NO. 5

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Total	Previous Estimate	Current Estimate	Total to Date	Total Amount
1	Sewer Pump Station Complete	1	LS	\$223,285.00	\$223,285.00	0.95	0.05	1.00	\$ 223,285.00
2	6" DIP (Includes all valves,fittings,related appurtenances, and testing)	997	LF	\$154.70	\$154,235.90	997.00	0.00	997.00	\$ 154,235.90
3	Demolition, Complete	1	LS	\$18,867.00	\$18,867.00	0.40	0.60	1.00	\$ 18,867.00
4	Erosion control,tree removal,fence replacement,temporary shed relocation	1	LS	\$4,450.00	\$4,450.00	1.00	0.00	1.00	\$ 4,450.00
5	Mobilization	1	LS	\$2,000.00	\$2,000.00	1.00	0.00	1.00	\$ 2,000.00
6	10" DIP yard piping, port plug valve, invert work, and coring	1	LS	\$33,420.00	\$33,420.00	1.00	0.00	1.00	\$ 33,420.00
7	Doghouse Manhole A-1	1	EA	\$7,591.50	\$7,591.50	1.00	0.00	1.00	\$ 7,591.50
8	Manhole A-3	1	EA	\$6,844.00	\$6,844.00	1.00	0.00	1.00	\$ 6,844.00
9	Erosion control: intermediate and final	1	LS	\$1,700.00	\$1,700.00	1.00	0.00	1.00	\$ 1,700.00
10	Allowance for Telemetry Relocation	1	LS	\$4,000.00	\$4,000.00	0.00	0.00	0.00	\$ -
11	Asphalt Repair	5400	SF	\$10.00	\$54,000.00	3130.00	2270.00	5400.00	\$ 54,000.00
12	Concrete Repair	1778	SF	\$11.50	\$20,447.00	1778.00	0.00	1778.00	\$ 20,447.00
13	Undercutting and replacement of material	300	CY	\$77.39	\$23,217.00	0.00	0.00	0.00	\$ -
CCA-1	Manholes for 6" Port Plug Valves	2	EA	\$2,987.90	\$5,975.80	2.00	0.00	2.00	\$ 5,975.80
CCA-2	Manhole for 10" Port Plug Valve	1	EA	\$6,077.20	\$6,077.20	1.00	0.00	1.00	\$ 6,077.20
CCA-3	Concrete Bollards	1	EA	\$1,700.00	\$1,700.00	0.00	1.00	1.00	\$ 1,700.00
		TOTAL			\$567,810.40				\$ 540,593.40

SUMMARY OF ESTIMATES		
	AMOUNT	TOTAL TO DATE
ESTIMATE NO. 1	\$ 116,336.05	\$ 116,336.05
ESTIMATE NO. 2	\$ 113,913.79	\$ 230,249.84
ESTIMATE NO. 3	\$ 160,994.03	\$ 391,243.87
ESTIMATE NO. 4	\$ 77,779.63	\$ 469,023.50
ESTIMATE NO. 5		
ESTIMATE NO. 6		
ESTIMATE NO. 7		
ESTIMATE NO. 8		
ESTIMATE NO. 9		
ESTIMATE NO. 10		
ESTIMATE NO. 11		
ESTIMATE NO. 12		
ESTIMATE NO. 13		
ESTIMATE NO. 14		

*Do not include current estimate in this summary

TOTAL \$ 469,023.50

SUMMARY	
TOTAL WORK TO DATE	\$540,593.40
STORED MATERIALS	\$ -
RETAINAGE @ 5%	\$ -
TOTAL DUE CONTRACTOR TO DATE	\$ 540,593.40
LESS PREVIOUS PAYMENTS	\$ 469,023.50
AMOUNT DUE THIS ESTIMATE	\$ 71,569.90

OK
B6
04/22/21



HISTORIC
FRANKLIN
TENNESSEE

Invoice Transmittal

(Must Accompany ALL Payment Requests)

SECTION 1 - Contract Information			
Project Name:	Holiday Court Pump Station Improvements Project		
Job Number:	2019-016	COF Contract Number:	2019-0130
TDOT PIN:			
Vendor Name:	Middle Tennessee Infrastructure Inc.	Vendor Code:	MID054
Original Contract Amount:	\$ 554,057.40	BOMA Date:	03/10/2020
Amend/CO Amount(s):			
Approved Contract Ceiling:	\$ 554,057.40		
Grant Funding (YES or NO):		Grant Source:	

SECTION 2 - Invoice Information			
Vendor Invoice Number:	5	Invoice Date:	03/31/2021
Payment Sequence:	5	Date of Work:	02/28/2021
Current Invoice Amount:	\$ 71,569.90		

SECTION 3 - Accounts Payable Information			
Payment Description:	HCPS Improvments PR#5		
Account Number (GL) 1:	431-89320-52219	Amount:	\$ 71,569.90
Account Number (GL) 2:		Amount:	
Account Number (GL) 3:		Amount:	
Account Number (GL) 4:		Amount:	
Account Number (GL) 5:		Amount:	
Account Number (GL) 6:		Amount:	
Account Number (GL) 7:		Amount:	
Retainage Code:			
TOTAL (Must Match " Current Invoice Amount"):			\$ 71,569.90

SECTION 4 - Approval Signature(s)			
COF Project Manager:		Date:	04/23/21
OR			
Dept. Purchasing Agent:		Date:	
INVOICES EQUAL TO OR GREATER THAN \$100,000 REQUIRES DIRECTOR LEVEL APPROVAL			
Department Director:		Date:	

To:	City of Franklin	From:		Invoice #:	5
	Water Management Department		Middle Tennessee Infrastructure	Estimate #:	
	124 Lumber Drive		105 Homewood Drive	Date:	3/31/2021
	Franklin, TN 37064		Murfreesboro, Tn 37127	From Est. Period:	2/26/2021
Attn:	Brian Goodwin		Tristan Carroll	To Est. Period:	2/28/2021

HOLIDAY COURT PUMP STATION IMPROVEMENTS PROJECT

Owner Contract Number:

CONTRACTOR OR DULY AUTHORIZED REPRESENTATIVE APPLICATION FOR PAYMENT AND CERTIFICATION

To the best of my knowledge and belief, I certify that all items, unit quantities, and prices of work and materials shown on this Periodical Estimate are correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction Contract documents between the undersigned as Contractor and the City of Franklin as Owner, and all authorized changes thereto; that the following is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "Total Amount Due This Estimate" has been received.

Original Contract Amount		\$554,057.40	1. Value of Work Completed to Date	\$	540,593.40
Plus/Minus Approved Change Orders			2. Stored Materials	\$	-
No. 1	Dated: 02/09/21	\$ -	3. Total Completed and Stored to Date	\$	540,593.40
No. 2	Dated: 02/09/21	\$ 12,053.00	4. Retainage (5%)	\$	-
No. 3	Dated: 02/09/21	\$ 1,700.00	5. Total Earned Less Retainage	\$	540,593.40
Contract Amount to Date:		\$567,810.40	6. Less Previous Certificates for Payment	\$	469,023.50
			7. Total Amount Due This Estimate	\$	71,569.90

I further certify that all claims outstanding as of the date against the undersigned as Contractor for Labor, Materials, and Expendable equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said Contract.

Contractor: Middle Tennessee Infrastructure

Title: Project Manager

Signed: [Signature]

Date: 4/9/21

ENGINEER - CONSTRUCTION MANAGEMENT SECTION APPROVAL

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and material supplied under the Contract and that the Contractor's certified statement of his account and the amount due him is correct and just, and that all work and materials included in this Periodical Estimate have been performed in full accordance with the terms and conditions of the corresponding construction Contract Documents and authorized changes thereto.

Name (Print): Walter Swenford

Title: Construction Inspector

Name (Signature): Walter Swenford

Date: 4-15-21

Name (Print): Brian Goodwin

CITY OF FRANKLIN, TN RECOMMENDATION FOR PAYMENT

Title: Asst Dir

Name (Signature): [Signature]

Date: 04/23/21

ESTIMATE NO. 5

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Total	Previous Estimate	Current Estimate	Total to Date	Total Amount
1	Sewer Pump Station Complete	1	LS	\$223,285.00	\$223,285.00	0.95	0.05	1.00	\$ 223,285.00
2	6" DIP (Includes all valves,fittings,related appurtenances, and testing)	997	LF	\$154.70	\$154,235.90	997.00	0.00	997.00	\$ 154,235.90
3	Demolition, Complete	1	LS	\$18,867.00	\$18,867.00	0.40	0.60	1.00	\$ 18,867.00
4	Erosion control,tree removal,fence replacement,temporary shed relocation	1	LS	\$4,450.00	\$4,450.00	1.00	0.00	1.00	\$ 4,450.00
5	Mobilization	1	LS	\$2,000.00	\$2,000.00	1.00	0.00	1.00	\$ 2,000.00
6	10" DIP yard piping, port plug valve, invert work, and coring	1	LS	\$33,420.00	\$33,420.00	1.00	0.00	1.00	\$ 33,420.00
7	Doghouse Manhole A-1	1	EA	\$7,591.50	\$7,591.50	1.00	0.00	1.00	\$ 7,591.50
8	Manhole A-3	1	EA	\$6,844.00	\$6,844.00	1.00	0.00	1.00	\$ 6,844.00
9	Erosion control: intermediate and final	1	LS	\$1,700.00	\$1,700.00	1.00	0.00	1.00	\$ 1,700.00
10	Allowance for Telemetry Relocation	1	LS	\$4,000.00	\$4,000.00	0.00	0.00	0.00	\$ -
11	Asphalt Repair	5400	SF	\$10.00	\$54,000.00	3130.00	2270.00	5400.00	\$ 54,000.00
12	Concrete Repair	1778	SF	\$11.50	\$20,447.00	1778.00	0.00	1778.00	\$ 20,447.00
13	Undercutting and replacement of material	300	CY	\$77.39	\$23,217.00	0.00	0.00	0.00	\$ -
CCA-1	Manholes for 6" Port Plug Valves	2	EA	\$2,987.90	\$5,975.80	2.00	0.00	2.00	\$ 5,975.80
CCA-2	Manhole for 10" Port Plug Valve	1	EA	\$6,077.20	\$6,077.20	1.00	0.00	1.00	\$ 6,077.20
CCA-3	Concrete Bollards	1	EA	\$1,700.00	\$1,700.00	0.00	1.00	1.00	\$ 1,700.00
		TOTAL			\$567,810.40				\$ 540,593.40

SUMMARY OF ESTIMATES		
	AMOUNT	TOTAL TO DATE
ESTIMATE NO. 1	\$ 116,336.05	\$ 116,336.05
ESTIMATE NO. 2	\$ 113,913.79	\$ 230,249.84
ESTIMATE NO. 3	\$ 160,994.03	\$ 391,243.87
ESTIMATE NO. 4	\$ 77,779.63	\$ 469,023.50
ESTIMATE NO. 5		
ESTIMATE NO. 6		
ESTIMATE NO. 7		
ESTIMATE NO. 8		
ESTIMATE NO. 9		
ESTIMATE NO. 10		
ESTIMATE NO. 11		
ESTIMATE NO. 12		
ESTIMATE NO. 13		
ESTIMATE NO. 14		

*Do not include current estimate in this summary

TOTAL \$ 469,023.50

SUMMARY	
TOTAL WORK TO DATE	\$540,593.40
STORED MATERIALS	\$ -
RETAINAGE @ 5%	\$ -
TOTAL DUE CONTRACTOR TO DATE	\$ 540,593.40
LESS PREVIOUS PAYMENTS	\$ 469,023.50
AMOUNT DUE THIS ESTIMATE	\$ 71,569.90

OK
B6
04/22/21



**HISTORIC
FRANKLIN
TENNESSEE**

January 29, 2021

Tristan Carroll
Mid Tennessee Infrastructure Inc.
105 Homewood Drive
Murfreesboro, TN 37127

RE: Substantial Completion Request Holiday Court Pump Station Improvements Project

Dear Mr. Carroll,

City of Franklin Water Management Department (COFWMD) and the construction inspection consultant, C&T Engineering, have received your request for substantial completion. Upon review of the submitted request substantial completion of January 20, 2021 is denied. The reasons for denial are as follows:

1. The concrete invert required for Manhole A-2 was not complete and flow had not been redirected to the new pump station. This work was completed on January 27, 2021 requiring use of the existing pump station to still be in operation after the January 20th, 2021 Substantial Completion deadline. This action not being complete did not allow for the project to meet its intended use.
2. O&M Manuals, including warranties, still have not been provided. These manuals were to have to be presented to the Owner at the time of Substantial Completion. However, we will allow these to be submitted before Final Completion and during the closeout process.

Due to Middle Tennessee Infrastructure (MTI) not meeting the Substantial Completion date of January 20th, 2021, MTI will be assessed a \$500.00 per day liquidated damage assessment for 5 days as per EJCDC Section C-520 Article 4.05 of the contract documents.

The City of Franklin acknowledges Substantial Completion was met January 27th, 2021. It should be noted that not meeting the proper closeout documents that liquidated damages will apply after the Final Completion date if not met per the Contract documents.



Please contact me if you have any questions or comments.

Sincerely,

Brian Goodwin, P.E.
Assistant Director of Water Management

CC: Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer II
Tom Lamb, C&T Engineering
Walter Swinford, C&T Engineering



HISTORIC
FRANKLIN
TENNESSEE

City of Franklin
109 3rd Avenue South
Franklin, TN 37064

INVOICE

INVOICE DATE: 5/27/2021

TO:
Middle Tennessee Infrastructure, Inc.
105 Homewood Drive
Murfreesboro, TN 37127

**RE: City of Franklin Contract No. 2019-0310
Holiday Court Pump Station Improvements Project
Liquidated Damages**

DESCRIPTION	TOTAL
Liquidated damages of 5 days at \$500 per day	\$2,500.00
TOTAL DUE	
	\$2,500.00

Amount is due upon receipt. Make checks payable to City of Franklin. Mail to:

City of Franklin
Finance Department
ATTN: Caleb Stoner
109 3rd Avenue South
Suite 111
Franklin, TN 37064

Finance Department can be reached at (615) 791-1457.



File #: 21-02383

DATE: August 20, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2021-38, An Ordinance To Reduce The Speed Limit On Boyd Mill Avenue From The Eastern Terminus Of New Highway 96 West To Downs Boulevard.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an ordinance to reduce the speed limit to 30 mph on Boyd Mill Avenue between the eastern terminus of New Highway 96 West and Downs Boulevard.

BACKGROUND/STAFF COMMENTS:

In June of 2021, a citizen contacted Alderman Martin to inquire why the posted speed limit is 40 MPH on the section of Boyd Mill Avenue that provides access to and is adjacent to Jim Warren Park. The Engineering Department also noted that Boyd Mill Avenue, from Downs Boulevard to the western terminus of New Highway 96 West/Carlisle Lane was 30 MPH, creating inconsistent speed limits along this roadway. The Engineering Department had received previous inquiries about the unusually high speed limit in this area. Therefore, staff performed a speed study and a crash study in this area. While the crash study did not report any significant accidents related to speeding, actual speeds on Boyd Mill Avenue in this 40 MPH section were either at or below the 40 MPH posted speed limit. Ninety-five percent (95%) of the traffic was obeying or going below the posted speed limit of 40 MPH. After observing vehicular and pedestrian traffic, as well as the study data collected, the Engineering Department recommends reducing the speed limit to 30 MPH, thus creating a consistent posted speed limit along the entirety of Boyd Mill Avenue, from the eastern terminus to the western terminus of New Highway 96 West.

FINANCIAL IMPACT:

There are current speed limit signs on Boyd Mill Avenue in this section of roadway. Financially, this will only require a change of the current speed limit signs. The Streets Department has materials and the work can be performed by Streets Department in regular day to day tasks.

RECOMMENDATION:

Staff recommends that Ordinance 2021-38 be recommended for approval by the Board of Mayor and Aldermen.

ORDINANCE 2021-38

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON BOYD MILL AVENUE, FROM THE EASTERN TERMINUS AT NEW HIGHWAY 96 WEST TO DOWNS BOULEVARD, TO THIRTY MILES PER HOUR (30 MPH).

WHEREAS, Boyd Mill Avenue is classified as a Minor Collector within the City's Major Thoroughfare Plan; and

WHEREAS, the current speed limit of Boyd Mill Avenue from the eastern terminus of New Highway 96 West traveling southerly and westerly to Downs Boulevard is set at forty miles per hour (40 mph); and

WHEREAS, Boyd Mill Avenue from Downs Boulevard to the western terminus of New Highway 96 West traveling westerly and northerly is currently posted at thirty miles per hour (30 mph); and

WHEREAS, Boyd Mill Avenue is adjacent to and runs through Jim Warren Park; and

WHEREAS, Engineering Department Staff has completed a speed study and engineering evaluation examining the following: existing speeds, five (5) year crash history, driveway access points, roadway geometry, and pedestrian activity along Boyd Mill Avenue (see Exhibit A); and

WHEREAS, engineering principles/judgment related to vehicular driver and pedestrian safety give justification for reducing the speed limit from forty miles per hour (40 mph) to thirty miles per hour (30 mph).

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

SECTION I: That the speed limit on Boyd Mill Avenue, from the easterly terminus of New Highway 96 West to Downs Boulevard be decreased from forty miles per hour (40 mph) to thirty miles per hour (30 mph) for both directions of travel.

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

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

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND AND FINAL READING

MEMORANDUM

EXHIBIT A

DATE: August 18, 2021

TO: Eric Stuckey, City Administrator

FROM: Adam Moser, Traffic Engineer
Jonathan Marston, Asst Engineering Director
Paul Holzen, Engineering Director

SUBJECT: Speed Limit Study – Boyd Mill Ave from the eastern terminus of New Hwy 96 West to Downs Boulevard

Purpose

The purpose of this memo is to summarize results of a speed limit study that was performed on a portion of Boyd Mill Avenue and give staff recommendations for lowering the speed limit within the subject portion of the roadway. This study was performed due to a request from a concerned citizen on the current 40 mile per hour (mph) speed limit near Jim Warren Park, and the inconsistencies of the speed limit on Boyd Mill Avenue.

Background & Study Results

A citizen inquiry was made regarding the posted 40 mile per hour (mph) speed limit near Jim Warren Park, and why the speed limit was set so high near the park, where bikers and pedestrians utilize and cross Boyd Mill Avenue for the park facilities. The citizen felt that the speed limit was unsafe for pedestrians and bicyclists in this area. The Engineering Department also saw inconsistencies of the speed limit along Boyd Mill Avenue. The Engineering Department proposed that a study be completed to review the speed limit in this section of roadway and review of the inconsistencies.

The section of Boyd Mill Avenue for this study is classified as a collector street. The posted speed limit currently varies from 40 miles per hour (mph) from the eastern terminus of New Highway 96 West to Downs Boulevard (referred to as the east section for the purposes of this study), and 30 mph from Downs Boulevard to the western terminus of New Highway 96 West/Carlisle Lane (referred to as the west section for the purposes of this study). For reference, Carlisle Lane, north of New Highway 96 West is also posted at 30 mph. The eastern section has a limited number of resident driveways, with mostly local street connections and park access points, along with a mid-block pedestrian crossing with flashing LED lights activated by crossing pedestrians. The western section has a greater number of residential driveways and a sharp turn near the New Highway 96 West intersection, along with few local street connections. The limits of the east section of Boyd Mill Avenue that are the main purpose for this study are shown in Figure 1.

MEMORANDUM



Figure 1: East Section of Boyd Mill Ave Under Speed Limit Study

A speed study was performed June 22 – 25, 2021 on the east section of Boyd Mill Avenue, in the 40 mph speed limit zone. Speeds and counts were averaged over the four days of data collection and are summarized per the following tables. The 85th percentile speed is the speed at which 85% of the vehicles captured are traveling at or below. This is referenced by the highlighted green column in the first table. The second table summarizes the average daily (24-hour) traffic in this section.

Speed percentile (% of vehicles traveling at or below value)																			
5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	
27	30	31	32	33	34	34	35	35	36	36	37	37	38	38	39	40	41	43	

24-hour Volume		
EB	WB	Total
2990	2885	5875

This data was collected by the City of Franklin's calibrated microwave radar unit. The unit is tested before and after installation to ensure it is capturing accurate data. A graphic of the location of the speed and count detector are per Figure 2. The detector was placed where it was thought the maximum speed would be achieved in this section.

MEMORANDUM

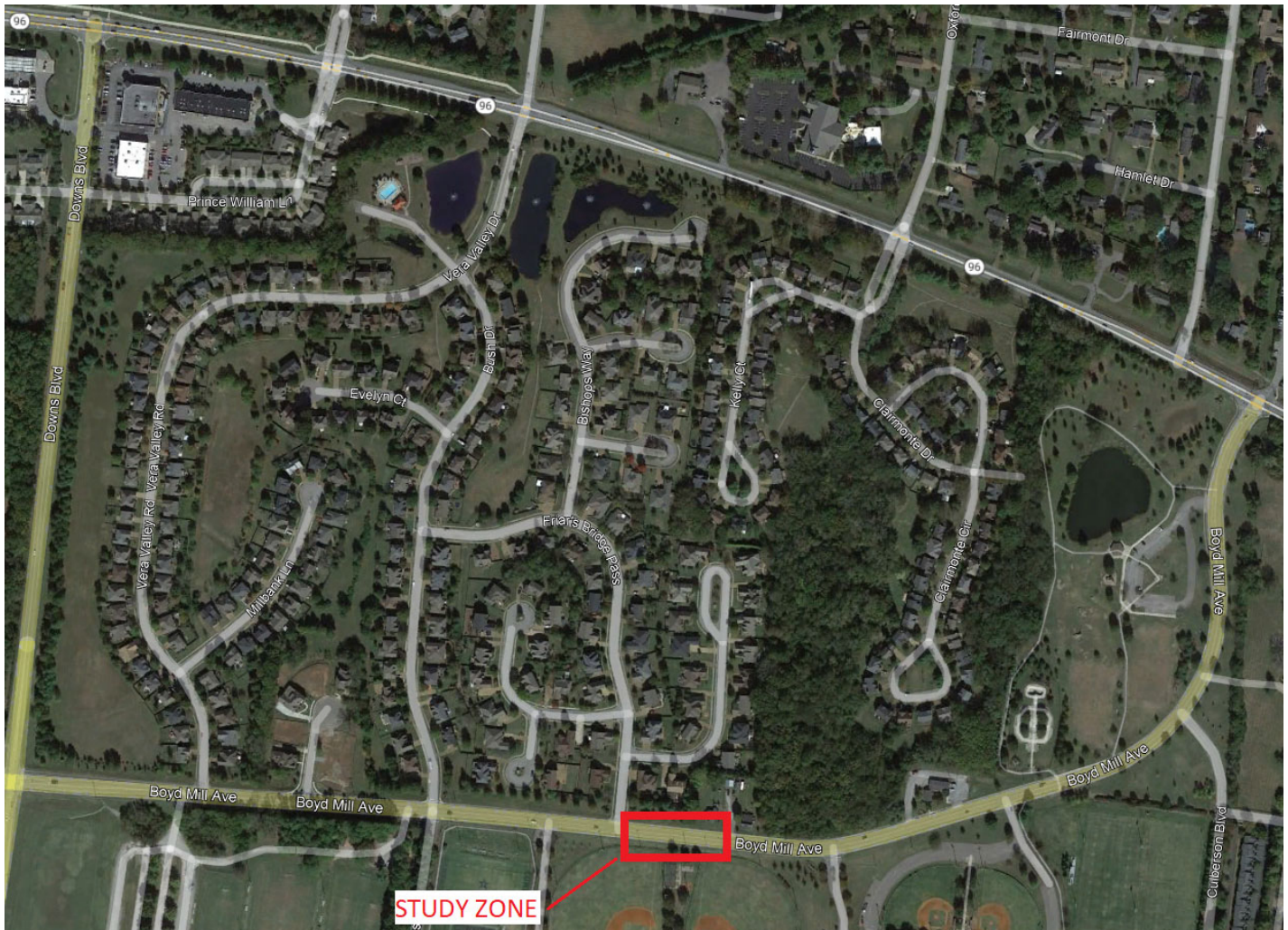


Figure 2 Speed Detector Location Map

According to the field data collected, 85% of the vehicles are going at or below the 40-mph posted speed limit, which indicates excellent speed limit adherence by the traveling public. This fairly strict adherence, along with the indication that 50% of the vehicles are traveling at or below 36 mph could also mean that the speed limit might be set too high for the area and/or geometry of the roadway. Therefore, the study also looked at the last five years of crash data to see if there were any unusual crashes that may be a result of speeding. The crash data did not indicate an issue with speeding. No fatalities or injuries have been reported in the last 5 years. The crash data is summarized below (none involving injuries).

	Rear-End	Side	Angle	Single vehicle	Total
2017	3			1	4
2018	1		2		3
2019	1			1	2
2020	1	1		1	3
2021	2				2



MEMORANDUM

Recommendations and Next Steps

Engineering staff visited the east section and observed children playing in the park, people walking along the sidewalks, pedestrians using the [flashing-beacon] mid-block crosswalk, and biking within the bike lane of the roadway. It is not believed any of the vehicles were traveling over 40 mph during the site visit by observation.

Crash reports do not support a speeding hazard in this section of Boyd Mill Avenue. However, the unusual adherence of vehicles traveling at or below the 40 mph speed limit, the presence of park facilities and pedestrians on each side of Boyd Mill Avenue, and the contiguous speed limits of Boyd Mill and Carlisle adjacent to Boyd Mill Avenue support lowering the speed limit to 30 mph. Since City Street Standards do allow for a speed limit of 30 mph on collector streets, and since contiguous sections of Boyd Mill Avenue (west section) already have a posted speed limit of 30 mph, the request to lower the speed limit to 30 mph is deemed acceptable to Engineering staff.

Engineering staff recommends a 30-mph speed limit on the east section of Boyd Mill Avenue for the section shown in Figure 1. An ordinance will be drafted to take to the Board for approval.

It should be mentioned, and as expected, per various engineering studies, slower vehicle speeds do result in less severe injuries for pedestrian vs vehicle accidents. For example, results from an American Automobile Association (AAA) study show that the average risk of severe injury for a pedestrian struck by a vehicle reaches 10% at an impact speed of 16 mph, 25% at 23 mph, and 50% at 31 mph. The average risk of death for a pedestrian reaches 10% at an impact speed of 23 mph, 25% at 32 mph, and 50% at 42 mph. The study also reports that risk of severe injury or death vary significantly by age. For example, the average risk of severe injury or death for a 70-year old pedestrian struck by a car traveling at 25 mph is similar to the risk for a 30-year-old pedestrian struck at 35 mph. This study data helps support a lower speed limit in this section next to Jim Warren Park.



File #: 21-02410

DATE: September 1, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
SUBJECT:

Consideration Of DRAFT Amendment 1 To COF To Contract No. 2020-0222, An Amendment To A Professional Services Agreement With Jackson Thornton Utilities For Revenue Requirements Analysis And Cost Of Service/Rate Study For The Water/Wastewater/Reclaimed Water System for a Not To Exceed Amount of \$8,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Professional Services Agreement with Jackson Thornton Utilities (COF Contract No. 2020-0222) for Revenue Requirements Analysis and Cost of Service/Rate Study for the Water/Wastewater/Reclaimed Water System.

BACKGROUND/STAFF COMMENTS:

The proposed initial proposal was necessary to continue evaluation of the City's rate structure for water, wastewater and reclaimed water services. These services will include three parts for each of the services mentioned above - Revenue Requirements Analysis, Cost of Service Study, and Preliminary Rate Design.

During the design of the rate study and recommendations, additional services were needed to understand debt coverage requirements as they relate to operational funds. Those additional services were covered in this amendment.

FINANCIAL IMPACT:

Amendment No. 1 is for an amount of \$8,000.

RECOMMENDATION:

Staff recommends that Amendment No. 1 to COF Contract No. 2020-0222 with Jackson Thornton for Revenue Requirements Analysis be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT NO.1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR COST OF SERVICE STUDY PROJECT
COF Contract No. 2020-0222**

THIS AMENDMENT is made and entered into on this the [REDACTED] day of [REDACTED], 2021, by and between the **City of Franklin, Tennessee** ("City") and **JACKSON THORNTON** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **ENGAGEMENT ARRANGEMENTS FOR PROFESSIONAL SERVICES RELATED TO REVENUE REQUIREMENTS ANALYSIS AND COST OF SERVICE/RATE STUDY FOR THE WATER/WASTEWATER/RECLAIMED WATER SYSTEM**, dated the 25TH day of SEPTEMBER, 2020; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of SIXTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$65,000.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional Engineering and related technical services 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 September 18, 2014, in the amount of **EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00)**; 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 AUGUST 31, 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 **EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00).**

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.

The CITY OF FRANKLIN, TENNESSEE

JACKSON THORNTON

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



Certified Public Accountants
& Consultants

August 31, 2021

Ms. Michelle Hatcher, P. E., Director, Water Management Department
City of Franklin Utilities
Post Office Box 305
Franklin, Tennessee 37065

Re: Amendment to COF Contract No. 2020-0222 Engagement Arrangements for professional services related to Revenue Requirements Analysis, Cost of Service/Rate Study and consulting services for the Water/Wastewater/Reclaimed Water System

Dear Ms. Hatcher:

We appreciate the opportunity to submit to you and the City of Franklin Water Management Department ("the City") our proposal to amend City of Franklin Contract 2020-0222

AMENDMENT

Due to the additional consulting work requested by Staff in this engagement, we are requesting an amendment to the contract. The additional services include:

- Debt Service Coverage Calculations and Scenarios for the Water, Sewer and Reclaim Systems
- Pro Forma Expense Scenarios for Water and Sewer Systems
- Multiple Rate Option Scenarios for Water and Sewer Systems

FEES AND COSTS

Our projected time and effort for this additional work on COSS/Rate Study for the Water, Wastewater and Reclaimed Water systems is \$8000.

CLAIM RESOLUTION

It is agreed by the City and Jackson Thornton & Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City shall be asserted more than two years after the date of the last report issued by Jackson Thornton & Co., P.C.

This letter constitutes the complete and exclusive statement of agreement between Jackson Thornton & Co., P.C. and the City of Franklin Water Management Department, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our services.

JACKSON THORNTON & CO., P.C.

James B. Marshall, III
Principal

Sarah V. Chandler
Senior Manager



File #: 21-02433

DATE: September 14, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For 4046 Clovercroft Road (Map 079, Parcel 05401).

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Date of Request: 6/9/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside of the City limits, on Clovercroft Road north of Murfreesboro Road and east of I-65. Franklin Christian Church, also located on Clovercroft Road and directly across John Williams Road from the applicant property, is building at that location and will extend sanitary sewer up the east side of their property. The applicant has obtained a letter from the church stating that the church is willing to work with the applicant to provide an easement for the applicant to tie on to sewer from the church property.

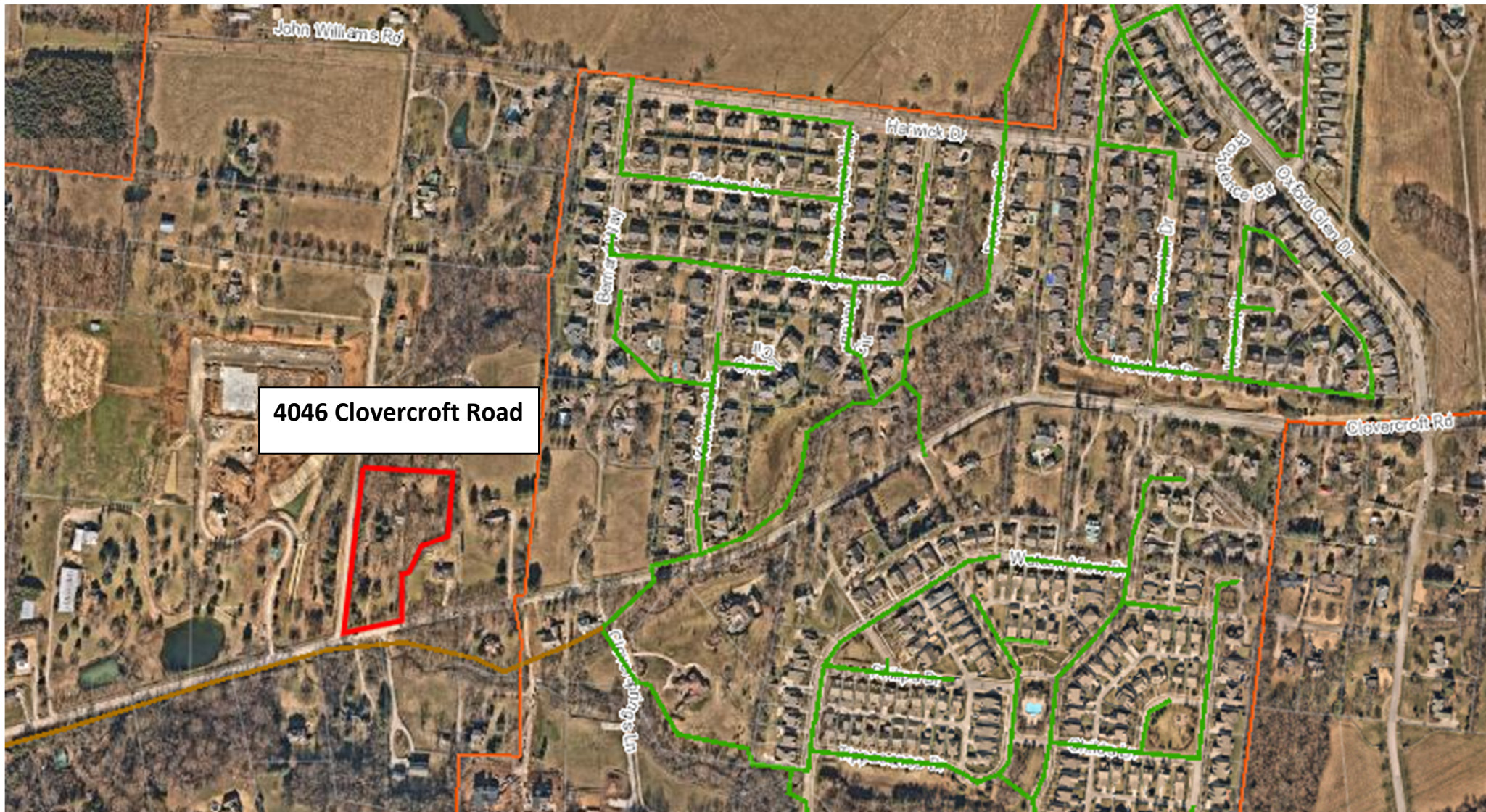
FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that this availability agreement at 4046 Clovercroft Road be recommended for approval contingent upon execution of the standard availability and annexation agreement by the Board of Mayor and Aldermen.

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.

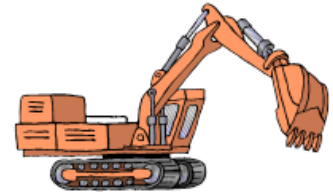
MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

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

MEMO

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



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

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

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

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

09/02/2021

Don and Lisa Rozycke
4046 Clovercroft Rd
Franklin, TN 37064

Dear Mr. & Mrs. Rozycke,

We are in receipt of your request to connect your sewer line from your property, located at 4046 Clovercroft Rd., Franklin, TN 37067, with the sewer extension that has been installed on the east side of our property located on the corner of John Williams Rd. and Clovercroft Rd., and recorded as 4040 Clovercroft Rd., Franklin, TN 37067. We will work with you and the City of Franklin to accomplish this in accordance with required local codes and compliances upon approval by the City of Franklin and an agreed on and executed easement document.

Please feel to contact me with questions or concerns as we move through the process.

In His Service,
Franklin Christian Church



Jack W. Holloway
Executive Director of Administration



File #: 21-02439

DATE: September 15, 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 September 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

