



Meeting Agenda

Capital Investment Committee

Thursday, October 28, 2021

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The September 23, 2021 Capital Investment Committee Meeting.

NEW BUSINESS

2. Discussion Of Traffic Calming Devices To Be Installed On Boyd Mill Avenue Between 11th Avenue North And Culberson Boulevard.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

3. Consideration Of Resolution 2021-138, A Resolution Declaring An Existing Section Of Right-Of-Way Known As Simmons Ridge Drive Generally Located East Of South Carothers Road And North Of Longpoint Way As Surplus.

Sponsors: Paul Holzen, Jimmy Wiseman

4. Consideration Of Draft COF Contract No. 2021-0271, A Professional Services Agreement with Ground Penetrating Radar Systems, LLC For Advanced Underground Utility Investigations For The Liberty Pike - Mallory Lane Intersection Improvements Project At A Cost Of \$44,250.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

5. Consideration To Grant Water Availability For 1200 Old Hillsboro Road (Map 027, Parcel 00500).

Sponsors: Michelle Hatcher, Scott Andrews

6. Consideration Of DRAFT Change Order 8 To COF Contract No. 2017-0264, With Kiewit Infrastructure South Co, For The Water Reclamation Facility Modifications & Expansion Project.

Sponsors: Michelle Hatcher, Brian Goodwin

7. Consideration Of DRAFT Amendment 1 To COF Contract No. 2020-0278 With AECOM For Pump Station Evaluation And WTP Valve Access.

Sponsors: Michelle Hatcher, Patricia McNeese

8. Consideration Of DRAFT Change Order 2 To COF Contract No. 2018-0226 With BLD Services For Cured In Place Pipe Lining.

Sponsors: Michelle Hatcher, Patricia McNeese

9. Consideration Of Retainage Agreement For COF Contract No. 2021-0272 With Haren Construction For Southeast Pilot Plant And Red Wing Reclaimed Water Booster Station.

Sponsors: Michelle Hatcher, Patricia McNeese

10. Capital Projects Dashboard And Status Updates For October 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 #: 21-02480

DATE: October 1, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Discussion Of Traffic Calming Devices To Be Installed On Boyd Mill Avenue Between 11th Avenue North And Culberson Boulevard.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request from residents along Boyd Mill Avenue between 11th Avenue North and Culberson Boulevard for traffic calming devices to be installed along this residential section of Boyd Mill Avenue.

BACKGROUND/STAFF COMMENTS:

In May of 2021, a group of residents along Boyd Mill Avenue requested a traffic calming study per the City of Franklin Neighborhood Traffic Calming Program (NTCP). The roadway was reviewed for compliance with the initial criteria for the NTCP. Once staff verified that the roadway section met the minimum criteria to qualify for further study under the NTCP, a speed and count study was performed. The subsequent speed and count study revealed that the roadway indeed qualified for traffic calming.

On September 1, 2021, a public meeting was held to review and discuss the speed and count data as well as the options for traffic calming device options. The meeting was well attended by the residents. While various options were presented to the residents, those present agreed that speed humps, similar to those installed on Westfield Drive and Alexander Drive, would be the best option to represent their needs and schedule. The Engineering Department relayed concerns over the volume of traffic that utilizes this roadway and the noise speed humps would likely create. The residents asked if these could be installed on a trial basis, *similar* to the Westfield Drive phased installation of speed humps. The Engineering Department agreed to put together a full traffic calming petition and a separate agreement for residents that will be adjacent to the rubberized speed hump locations. The neighborhood representative collected 34 of 47 property owner signatures (72%), as well as signatures from the property owners who will be adjacent to the speed hump locations.

FINANCIAL IMPACT:

The cost for the three (3) speed hump locations, as proposed, including material and installation would be approximately \$22,000. This would be covered within the City's current traffic calming budget.

RECOMMENDATION:

Staff recommends this request for traffic calming devices be presented to the Board of Mayor and Aldermen at the next available Work Session for input and discussion by the full Board.

DATE: May 24, 2021

TO: Boyd Mill Neighborhood Group

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

SUBJECT: Traffic Calming Request for Boyd Mill Avenue

Purpose

The purpose of this memo is to summarize the results of the speed and count study that was completed September 2020. The data was collected from a request from a few citizens that reside within the subject street, via the process outlined in the City of Franklin Neighborhood Traffic Calming Program (NTCP). A second request from a larger group of residents along this street was received on May 5, 2021. This memo summarizes the results of the initial data collection effort.

Background & Results

The studies were performed at 2 locations, as shown in Figure 1. Locations were chosen based on ensuring that a majority of the vehicles were traveling at speed, and not in locations where intersections or conflicting/slowning movements could skew the data. Speed and count data were collected over 5 days including weekdays and a weekend for each location.

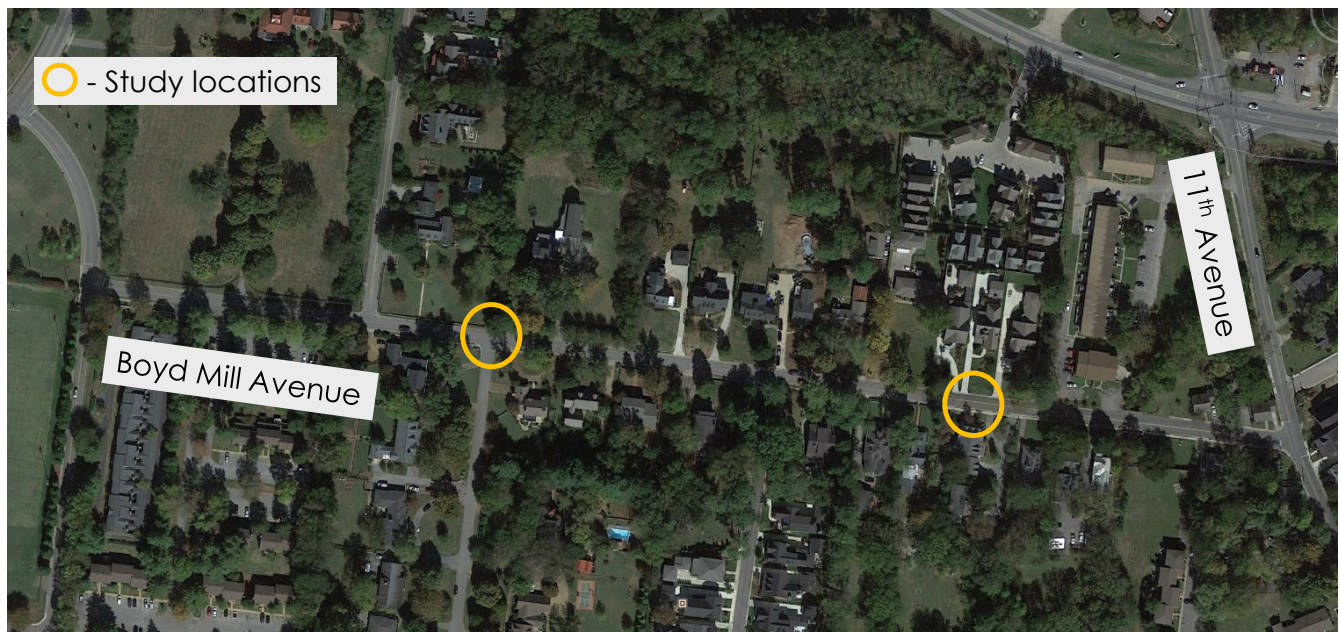


Figure 1 Speed Study Locations

Speed limits are typically set by studying the 85th percentile speed of a roadway as well as the classification of the street and the properties/residents in which the roadway serves. Speed limits on residential streets in Franklin are 25 Miles Per Hour (mph) unless otherwise posted. Boyd Mill Avenue is a 25 mph residential street.

The speed data summary is shown in Table 1. The highlighted column is the 85th percentile speed. This 85th percentile speed is the speed at which 85% of the vehicles captured are traveling at or below. The 85th percentile speed is used to determine how far over the speed limit vehicles are traveling. Table 2 represents the volume data that was also collected during this study period.

Speed percentile (% of vehicles traveling at or below value)																			
Location	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th
415 Boyd Mill Ave	18	21	23	24	25	25	26	27	27	28	29	29	30	30	30	32	32	34	35
Buckworth Avenue	14	20	22	23	24	25	26	26	27	27	28	29	29	30	30	31	32	33	35

Table 1 Speed Data

Location	EB	WB	Total
415 Boyd Mill Ave	789	904	1693
Buckworth Avenue	n/a	n/a	n/a

Table 2 ADT (Volume) Data

The NTCP states that various criteria must be met for a traffic calming project to move forward. These criteria of the program is stated as follows:

- The Average Daily Traffic (ADT) volume for the street is greater than or equal to 500 vehicles per day.
- The 85th percentile speed is at least 7 mph faster than the posted speed limit.
- The posted speed limit is 35 mph or less.
- The street is a through street.
- The maximum grade on the section of roadway that is being considered for traffic calming measures does not exceed seven percent.
- The street is a local street.
- The combination of horizontal and vertical curves along the roadway is not such that would result in inadequate stopping sight distance for motorists as they encounter the traffic calming devices.
- Street must measure longer than 1000 feet between stop signs, sharp, or 90 degree turns.
- The street is not a transit route or a primary emergency access route.

The data in Table 1 shows that the 85th percentile speed on Boyd Mill Avenue to be 32 mph. The volume data in Table 2 shows that the daily volume on the roadway is approximately 1693. **The volume and speed criteria are met and therefore qualifies for the NTCP.**

Next Steps

This section of Boyd Mill Avenue does qualify for the Neighborhood Traffic Calming program and will move forward to the next step, which is a public meeting to discuss possible alternatives as well as the petition process that is the responsibility of the neighborhood group. Speed humps, or any type of 'vertical' deflection will not be approved by the Engineering Department due to the high volume on this roadway per the NTCP Program.

Funding is limited for the traffic calming program. We anticipate that any type of solution for this road may involve outside funding (capital funding) due to likely construction costs for extensive solutions, which may take a year or two to implement. **Please distribute this memo as necessary and let us know some dates and times that work for the public meeting. We will choose a date and time and post signs around the neighborhood notifying residents of the public meeting.**



HISTORIC
FRANKLIN
TENNESSEE

Neighborhood Traffic Calming Petition Form

Name of neighborhood and/or requesting organization: The Residents on Boyd Mill Avenue

Contact person: Paige Holloway Telephone No. 615 739 7020

Street(s) to be calmed: Boyd Mill Avenue from 11th Avenue to Culberson Blvd

_____ from _____ to _____

_____ from _____ to _____

Request Statement: Temporary speed humps at three locations with the option to become permanent.
Trial period will last approximately three months.

Proposed Alternative: Ordinance to change speed limit from 25 mph to 20 mph along Boyd Mill Avenue
per the limits stated above.

SIGNATURES:

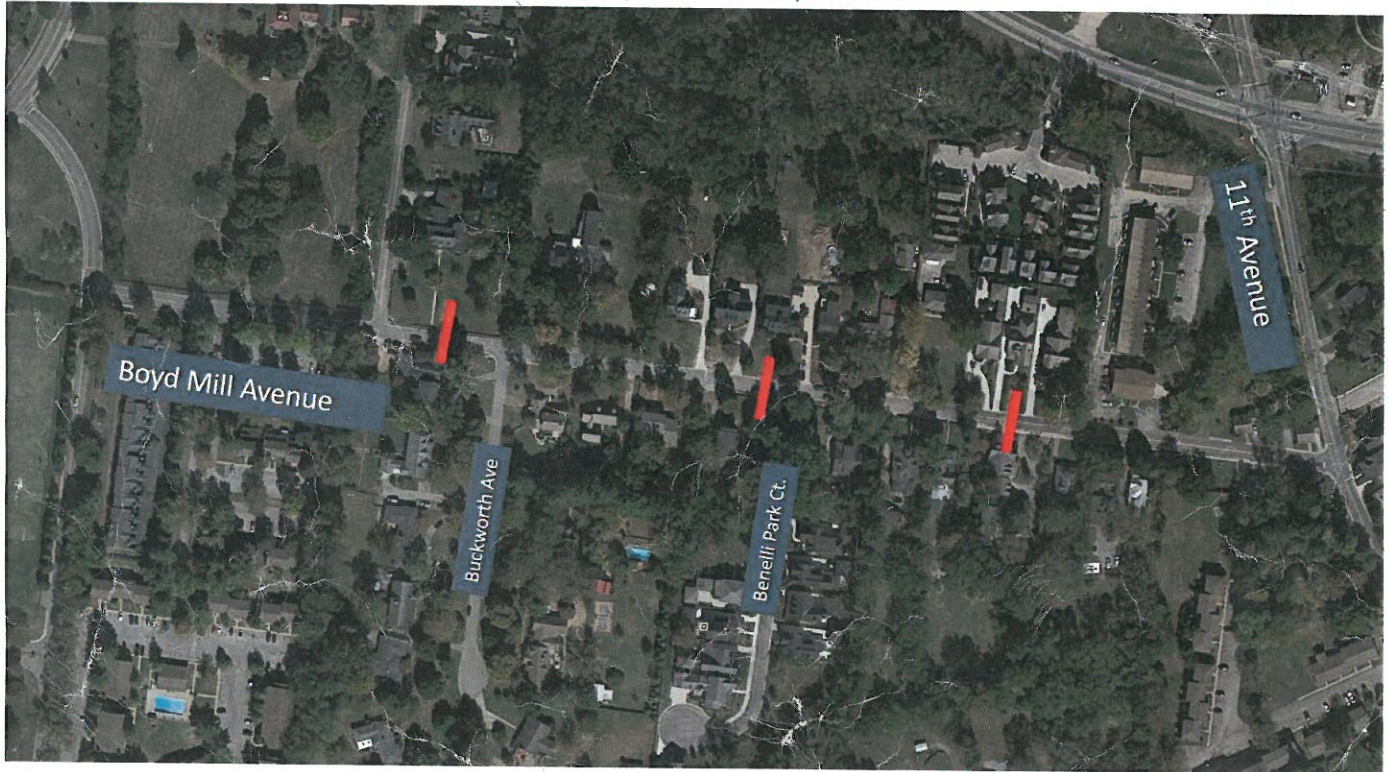
	Property Owner Name		Property Address	Telephone Number
	Print Name	Signature		
1	PAIGE HOLLOWAY	<i>Paige Holloway</i>	428 Boyd Mill Ave.	615.739.7020
2	Don Holloway	<i>Don Holloway</i>	424 Boyd Mill Ave	615 739 7019
3	Porter Langfitt	<i>Porter Langfitt</i>	432 Boyd Mill Ave	615-293-4997
4	<i>Jim Parris</i>	<i>Jim PARRIS</i>	416 Boyd Mill Ave	615-426-2010
5	<i>Wes Brown</i>	<i>Wes Brown</i>	1011 Bearwell Park	615-308-0628
6	<i>Jeri Hurley</i>	<i>Jeri Hurley</i>	414 Boyd Mill Ave	3704 303-810-4038
7	Nick Bach	<i>Nick Bach</i>	425 Boyd Mill Ave	704-281-0245
8	MARK ROGERS	<i>Mark Rogers</i>	431 Boyd Mill Ave	615-897-2000
9	AUSTIN GREER	<i>Austin Greer</i>	435. Boyd Mill	615 496 7037
10	Emily Marks Woods	<i>Emily Marks Woods</i>	439 Boyd Mill	615-554-3857
11	Sarah Brewer	<i>Sarah Brewer</i>	443 Boyd Mill Ave	615-969-4214



HISTORIC
FRANKLIN
TENNESSEE

12	Cynthia Kent	Cynthia Kent	436 Boyd Mill Ave.	949-378-5779
13	Megan Morrison	[Signature]	1016 Benelli Park Ct.	850 428 1108
14	Adrian Rogers	Adrian Rogers	1023 Benelli Pl.	615-604-2000
15	Lauren Tenney	[Signature]	417 Boyd Mill Ave	204 996 4242
16	Jeffrey Harvey	Jeffrey Harvey	415 Boyd Mill Ave	615-604-3228
17	CHARHE BRADLEY	Chadi Bradley	413 BOYD MILL AVE.	615-545-0600
18	Jane Warren	Jane Warren	409 Boyd Mill Ave	615-794-7153
19	Jenny Black	Jenny Black	403 Boyd Mill Ave	615-392-0096
20	Melanie Timmins	[Signature]	402 Boyd Mill Ave	615 924.6325
21	[Signature]	Erica Knysen	444 Boyd Mill Ave	805-728-5488
22	Raven A. Waldrop	[Signature]	1000 Buckworth Ave.	615-794-7801
23	[Signature]	[Signature]	1004 Buckworth Ave	615 403 0671
24	Stacy Brunkley	Stacy Brunkley	1002 Buckworth	615 794-5646
25	Marianna Schroyer	M Schroyer	512 Boyd Mill Ave	615 519 5810
26	Shan Serb	Shannon Serbert	1005 Buckworth	615 594 0820
27	Katie McCally	Katie McCally	1011 Buckworth	615-613-4418
28	CHRISTINE PIGE	Christina Pige	1010 Buckworth	615-744-1812
29	Kay Moser	Kay Moser	1008 Buckworth	615-594-1626
30	William Randolph	Will Randolph	1006 Buckworth	615-556-3728
31	Ginger Smith	Ginger Smith	1007 Buckworth Ave.	615-390-8650
32	Eric [Signature]	Eric Grissel	333 11th Ave / Boyd Mill	629-4017000
33	Carle Myers	Carle Myers	1022 Benelli Park Ct.	615 587-0405
34	JACQUELYN JORDAN	Jordan	400 BOYD MILL	310 770 8078
35	Char Hummel	Char Hummel	1035 Benelli Park Ct	859 533

Temporary Speed Hump locations



The following individual property owners must sign and approve the location of the speed hump adjacent to their properties. * By signing this form, the property owner gives permission to place a speed hump adjacent to their property.

	Property Owner Name		Property Address	Telephone Number
	Print Name	Signature		
1	Marianne Schioer	<i>Marianne Schioer</i>	512 BOYD MILL AVE	615 519-5812
2	Owen Waskrop	<i>Owen Waskrop</i>	1000 BUCKWORTH AVE	615 794-7801
3	Dana Langfitt	<i>Dana Langfitt</i>	432 BOYD MILL AVE	615-426-0580
4	Don Holloway	<i>Don Holloway</i>	428 BOYD MILL AVE	615 739-7019
5	MARK ROGERS	<i>Mark Rogers</i>	431 BOYD MILL AVE	615 397-2042
6	Jeri Hurley	<i>Jeri Hurley</i>	414 BOYD MILL AVE	303-810-4037
7	Jeffrey Harvey	<i>Jeffrey Harvey</i>	415 BOYD MILL AVE	615-794-6951
8	XXXXXXXXXX	XXXXXXXXXX		
9	XXXXXXXXXX	XXXXXXXXXX		
10				
11				

*If these locations are unsatisfactory, please provide alternative locations and the signatures of the adjacent property owners.



File #: 21-02385

DATE: September 24, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Resolution 2021-138, A Resolution Declaring An Existing Section Of Right-Of-Way Known As Simmons Ridge Drive Generally Located East Of South Carothers Road And North Of Longpoint Way As Surplus.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2021-138

BACKGROUND/STAFF COMMENTS:

The Simmons Ridge PUD Subdivision Revision 4 realigned some of the internal planned roadways of the neighborhood. The approval of these realignments resulted in a small section of right-of-way, which was originally intended to provide a point for future connectivity, no longer being functional or necessary. However, because this right-of-way was already dedicated via the final plat process, the existing right-of-way is the property of the City of Franklin. To abandon this small section of right-of-way, which is of no real value to the City, back to the developer, it must first be declared as surplus by the BOMA. Resolution 2021-138 accomplishes this task.

FINANCIAL IMPACT:

There is no financial impact for the City of Franklin.

RECOMMENDATION:

Staff recommends that Resolution 2021-138 be recommended for approval by the Board of Mayor and Aldermen.

RESOLUTION 2021-138

A RESOLUTION DECLARING AN EXISTING SECTION OF PLATTED RIGHT-OF-WAY-KNOWN AS SIMMONS RIDGE DRIVE GENERALLY LOCATED EAST OF SOUTH CAROTHERS ROAD AND NORTH OF LONGPOINT WAY, THAT WAS DEDICATED TO THE CITY BY THE DEVELOPER AT NO COST, AS SURPLUS PROPERTY, AND AUTHORIZING ITS RETURN TO THE DEVELOPER

WHEREAS, as part of the development plan for Simmons Ridge PUD subdivision, a road was planned in the area shown on the attached Exhibit A and a stub section of right-of-way was shown on the approved plat as right-of-way dedicated to the City at no cost; and

WHEREAS, the Simmons Ridge PUD subdivision plan was revised so that the road is no longer needed; and

WHEREAS, a new plat has been submitted for approval showing the stub section of right-of-way dedication removed; and

WHEREAS, the Board of Mayor and Aldermen (BOMA), by approving this resolution, are determining that the existing section of the Simmons Ridge Drive right-of-way generally located east of South Carothers Road and north of Longpoint Way, as shown on Exhibit A, is of no further feasible use to the City as public right-of-way; and

WHEREAS, the City desires to declare this existing section of the Simmons Ridge Drive right-of-way as surplus in order to dedicate and return it to the developer, Simmons Ridge Joint Ventures; and

WHEREAS, Staff has determined the value of the platted right-of-way to be less than \$75,000; and

WHEREAS, Franklin Municipal Code Sec. 5-802(4) allows the Board of Mayor and Aldermen to sell or dispose of real property, or any interests or rights therein, by waiving the requirements of public advertisement and bid procedure, and proceeding by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$75,000.

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

Section I. The right-of-way shown in attached Exhibit A is hereby declared surplus property, and authority is given to the City Administrator, appropriate City staff, or other City representative to execute any documents that may be required to carry out the intent of this Resolution 2021-138 if the revised plat removing the right-of-way is approved.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

Property Description
Section 1 Simmons Ridge PUD Subdivision
Rights of Way Abandonment

Land lying in the 4th Civil District, City of Franklin, Williamson County, Tennessee. Being the northerly portion of rights of way dedicated as Honey Bush Circle and shown on final plat of record as titled "Simmons Ridge PUD Subdivision Section 1 as of record in Plat Book P63 Page 123 Registers Office Williamson County, Tennessee (R.O.W.C.T.).

Bounded on the east, west and north by the residual of Simmons Ridge PUD Subdivision as of record to Simmons Ridge, LLC recorded in Deed Book 2409 Page 297 and the south by Honey Bush Circle, being more particularly described as follows;

Beginning at the southwest corner of the northwest rights of way return of Honey Bush Circle said corner being the northeast corner of future Simmons Ridge Drive, both 27'ROW;

Thence, leaving the common corner with a curve turning to the left with an arc length of 36.13', with a radius of 23.00', with a chord bearing of N 52°10'05" E, with a chord length of 32.53';

Thence S 82°48'51" E a distance of 27.00';

Thence with a curve turning to the left with an arc length of 36.13', with a radius of 23.00', with a chord bearing of S 37°49'55" E, with a chord length of 32.52';

Thence N 82°49'41" W a distance of 73.00' to the point of beginning, having an area of 848 square feet, 0.02 acres+/-

CURVE TABLE					
CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	90°00'29"	36.13'	23.00'	32.53'	N 52°10'05" E
C2	89°59'31"	36.13'	23.00'	32.52'	S 37°49'55" E

SIMMONS RIDGE LLC
DB 2408 PG 297

**FUTURE
DEVELOPMENT**

SIMMONS RIDGE LLC
DB 2408 PG 297

POINT OF
BEGINNING

AREA TO BE
ABANDONED
848 SQ. FT.
0.02 ACRES +/-

**SIMMONS RIDGE DRIVE
(FUTURE)**

**SIMMONS RIDGE DRIVE
(FUTURE)**

501 OPEN
SPACE

14

13

12

11

SECTION 1
PLAT BOOK P63 PG 123

HONEY BUSH CIRCLE

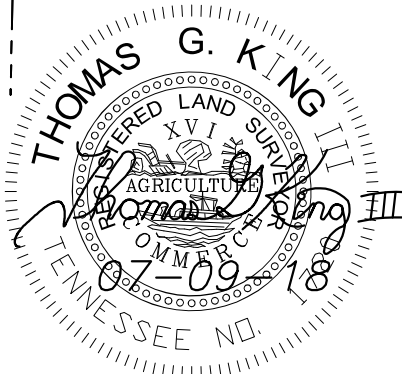
503 OPEN
SPACE

513
OPEN
SPACE

SECTION 5
PLAT BOOK P66 PG 121

504 OPEN
SPACE

CORDAIL DRIVE



**SIMMONS RIDGE PUD SUBDIVISION
SECTION 1**

RIGHTS OF WAY ABANDONMENT
PORTION OF HONEY BUSH CIRCLE
JULY 9, 2018
SCALE 1"=40'



File #: 21-02528

DATE: October 21, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of Draft COF Contract No. 2021-0271, A Professional Services Agreement with Ground Penetrating Radar Systems, LLC For Advanced Underground Utility Investigations For The Liberty Pike - Mallory Lane Intersection Improvements Project At A Cost Of \$44,250.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0271 . This Professional Services Agreement (PSA) will allow Ground Penetrating Radar Systems, LLC to use their advanced technology to provide the City with necessary, but currently unknown, information regarding the current configuration of the many underground utilities in the area of the Liberty Pike - Mallory Lane Intersection Improvements Project and any possible conflicts those utilities may pose to the proposed design.

BACKGROUND/STAFF COMMENTS:

Originally, as a part of the fiscal years (FYs) 2017-2026 Capital Investment Program (CIP), the BOMA approved \$2.2 million to fund the Design and Right-of-Way (ROW) phases of the Liberty Pike - Mallory Lane Intersection Improvements Project. The project generally includes intersection upgrades, sidewalk improvements, and utility relocations. With the approval of the subsequent CIP for FYs 2019-2028 in August 2019, the BOMA approved a total of \$15 million in funding for this project through construction. As the project design progressed, staff began to have concerns about the level of detail that was provided about existing utilities within the project limits. The project team spent a significant amount of time coordinating with the individual utility providers. However, this additional coordination did not provide enough information to allow the project team to move forward with the design of utility relocations and the finalization of the roadway design.

The Tennessee Underground Utility Damage Prevent Act (T.C.A. § 65-31-101) requires everyone (e.g. homeowners, contractors, governments, etc.) to contact Tennessee 811 for the location of public utilities *prior* to performing any excavation for a project. With large-scale projects such as roadway designs, utility locates are also requested at the beginning of the project to allow for the proper coordination of the design with the existing conditions and infrastructure. The quality of the locations provided depends upon details such as:

- the training, knowledge, and skill of the technician(s) performing the locate(s),
- the quality of as-built records kept by each utility provider, and
- the quality of the information provided to the technician(s) to perform the locate(s).

Subsurface Utility Engineering (SUE) is a sub-discipline of civil engineering that defines the *process* of locating and documenting existing underground utilities. This process helps identify potential conflicts that can then be mitigated or resolved completely *prior* to construction. There are four (4) standard levels, known as quality levels (QL), of SUE (listed in order from least to most complex):

- **QL-D:** information based on records only
- **QL-C:** includes QL-D and visible above ground features such as: manholes, valve boxes, posts, poles, etc.
- **QL-B:** includes QL-C and geophysical data (e.g. ground penetrating radar)
- **QL-A:** includes QL-B and non-destructive excavation (e.g. air or hydro-excavation / "potholing") to determine precise location, dimensions, and condition of underground utilities.

Locates performed via the Tennessee 811 system are generally comparable to QL-D or QL-C. With this project, staff has asked GPRS to provide a scope of services to provide a QL-B investigation, which will result in a report and CAD file containing the existing utilities found during the investigation. If any problems or inconsistencies are found during the investigations, staff will return to the BOMA to discuss the viability of adding QL-A services (e.g. "potholing") at very select locations. The information provided by this vendor will be critical in providing a design that can be constructed on time and in a manner that is the least disruptive to surrounding businesses and residents.

FINANCIAL IMPACT:

The total cost of COF Contract No. 2021-0271 is \$44,250.00, and expenses will be charged to General Ledger (GL) Code 310-89420-43100.

RECOMMENDATION:

Staff recommends that COF Contract No. 2021-0271 with Ground Penetrating Radar Systems, LLC be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0271**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **GROUND PENETRATING RADAR SYSTEMS, LLC** hereinafter referenced as Consultant, who mutually agree as follows:

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

**Advanced Underground Utility Investigations for the
Liberty Pike – Mallory Lane Intersection Improvements**

1. SCOPE OF SERVICES. The Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. The Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not to Exceed Amount of **Forty-Four Thousand Two Hundred Fifty and No/100 Dollars (\$44,250.00)**.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the 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 the City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by the City at all reasonable times.

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

7.2 By execution of this Agreement, the Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest the Consultant or 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 the Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

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

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

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

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

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

THE CITY OF FRANKLIN, TENNESSEE:

**GROUND PENETRATING RADAR
SYSTEMS, LLC:**

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

(Signature)

Name: _____

Title: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

October 21, 2021

Client: City of Franklin Tennessee**Attn:** David Hodnett**Project:** Liberty/Mallory/N. Royal Oaks Intersection Utility Limits, Franklin, TN**Submitted By:**

Kyle Kearcher

(615)477-4202

Kyle.kearcher@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact me if you have any questions, or if you need additional information.

SCOPE OF WORK

We understand the scope to be to search for underground utilities in the area around the intersection above. The scope boundaries have been described as extending right of way to right of way, in each of the directions indicated on the map on Page 2, below. We will attempt to trace any utilities for which there are structures visible from the work area. Utilities will be marked on the surface using paint, flags, or other appropriate means. **The client will be responsible to provide drawings or notify GPRS of any utilities known to be entering the work area for which there are no apparent surface features or structures that are visible from the work area. The areas should be laid out, marked, and cleared of obstructions prior to our arrival in order to avoid additional charges.** Please visit <http://www.simspec.org/> for an overview of our industry-leading best practices that will be applied to this project.

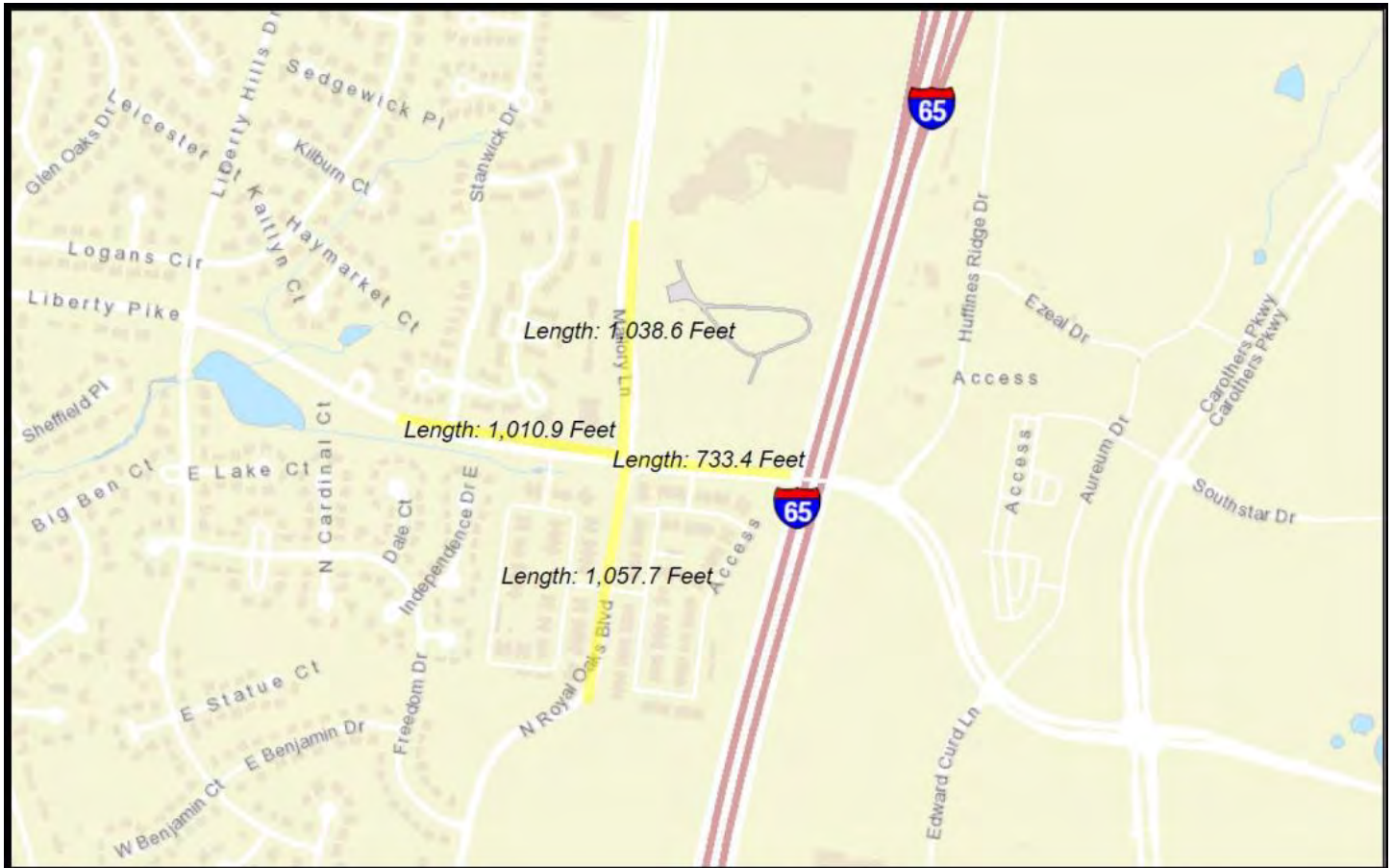
Given the area of scope, GPRS will be utilizing MOT protection throughout the project. GPRS will subcontract this service with a local traffic control company. A separate proposal for these services will be provided to the City of Franklin.

EQUIPMENT

- **Underground Scanning GPR Antenna.** The antenna frequencies range from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the signals from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting signal can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other utilities, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **GPS.** This handheld GPS unit offers accuracy down to 4 inches, however, the accuracy achieved will depend on the satellite environment at the time of collection and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)

OPTIONAL EQUIPMENT

- **Traceable Rodder.** The rodder has a copper wire encased in fiberglass. The line is pushed through accessible pipes before placing a current on the wire and the signal is then traced from the surface. The maximum traceable depth is 10' depending on the soil conditions and the maximum distance is 200'. The line can be pushed through a pipe with direct access such as a sewer line at a cleanout or a storm drain catch basin. It may not be able to be pushed through deeper pipes within manholes. Electrical conduits will not be accessed by GPRS. The signal cannot be located through metallic pipes. For more information, please visit: [Link](#)

MAP OF PROJECT

GPRS will attempt to locate all underground utilities in the areas highlighted in yellow, on the map above.

PROJECT COSTS

SERVICE	DESCRIPTION	PRICE
SCANNING/FIELD MARKINGS	Utility Locate of 7,700 Linear feet in roadway	\$24,900
MOBILIZATION	Local market	\$0
MOT TRAFFIC CONTROL	Anticipated 11 days of MOT at \$1,650/day.	\$18,150
CAD DRAWING	Please allow 5-7 days for delivery of Final CAD Drawing	\$1,000
FORMAL REPORT	Please allow 5-7 days for delivery of Formal Report	\$200
GPS MAP	Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: Link	Included
TOTAL	Total includes estimated cost of MOT services	*\$44,250
OPTIONAL SERVICES (INITIAL IF DESIRED)		
FORMAL REPORT	Detailed report of findings with photos, example data, and a site sketch (if applicable) in addition to the basic summary report that is included with every job. See example: Link	Included
CAD DRAWING	Findings will be drafted in CAD with an aerial image background. A linework version will also be provided if the client provides an existing drawing. Results are not survey-grade accuracy. See example: Link	Included

- * This price assumes that we will be given access to perform the work during normal, weekday business hours (7am-5pm).
- * As-builts and any other applicable drawings should be made available to GPRS prior to the project if possible.
- * A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).

~~This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.~~

PROPOSAL-SPECIFIC TERMS & CONDITIONS

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
4. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.

ACCEPTED AND AGREED:

Billing Company Name: _____

Billing Address: _____

Company Phone/Email: _____ PO#: _____ Job#: _____

Print Name: _____ Signature _____ Date: _____



File #: 21-02474

DATE: September 30, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Water Availability For 1200 Old Hillsboro Road (Map 027, Parcel 00500).

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Date of Request: 1/19/2021.
SFUE's Requested: 20.
Domestic Water Meter Size(s): Four 2" meters, one 1" meter.

This property is located north of the City, outside of the City limits. The property is located at the intersection of Old Hillsboro Road and Hillsboro Road. A mixed-use commercial development is planned here, to include medical office buildings, other office space, and a restaurant. The area is already served by City of Franklin water, and granting this project water availability will have a positive impact on the City's domestic water system by removing a dead end in the system and improving water quality for the customers in the area. Conversations with the applicant have indicated they agree to loop the line to increase water quality in the area. The Site Plan submittal indicating this is currently being reviewed.

The applicant has requested approval and the Department is recommending approval based upon the execution of an availability agreement. The Department is also recommending approval without the execution of an annexation agreement as this area is already served by Cartwright Creek for sewer (see the attached Cartwright Creek availability letter). Annexation would not be needed for this area.

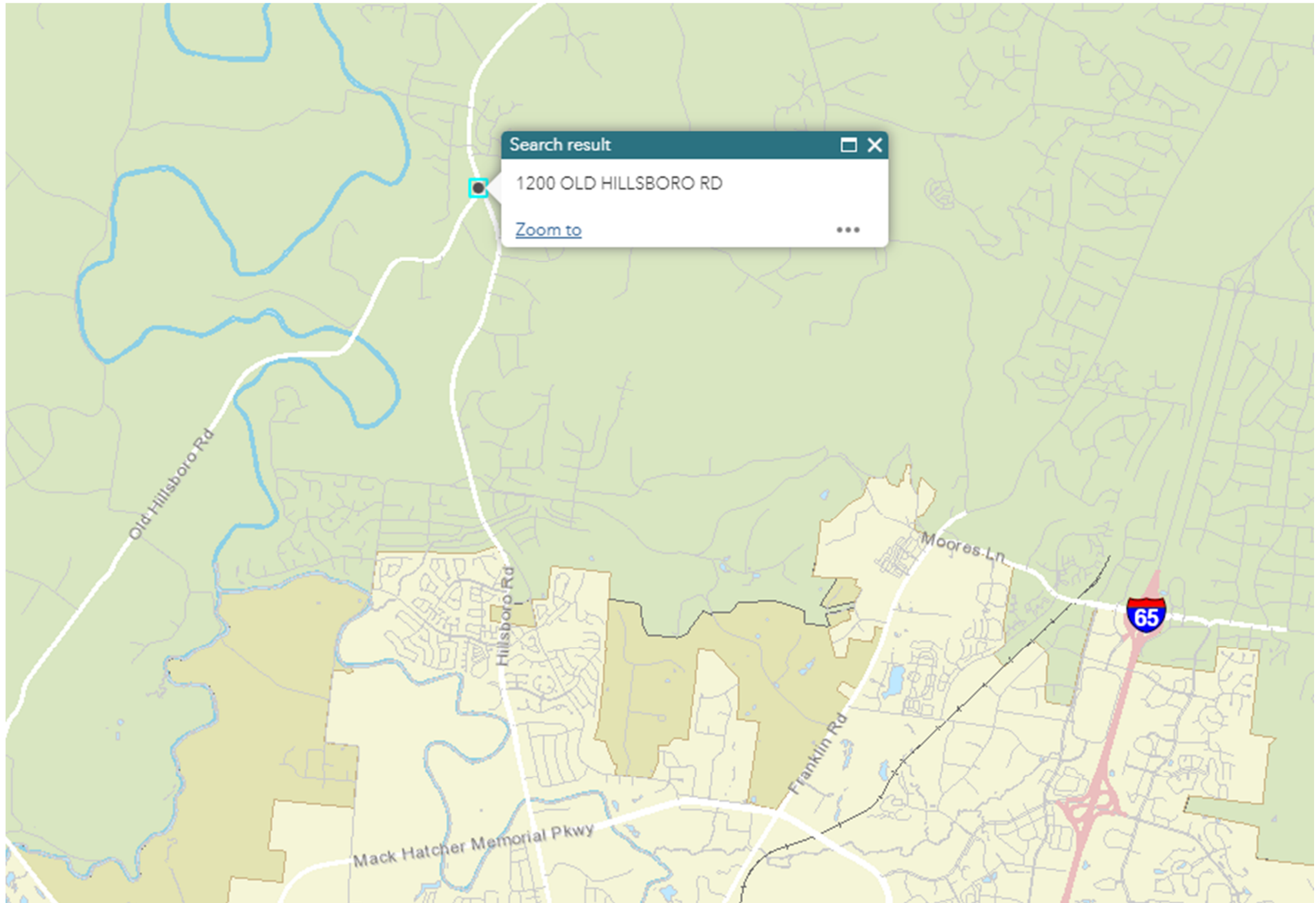
FINANCIAL IMPACT:

N/A

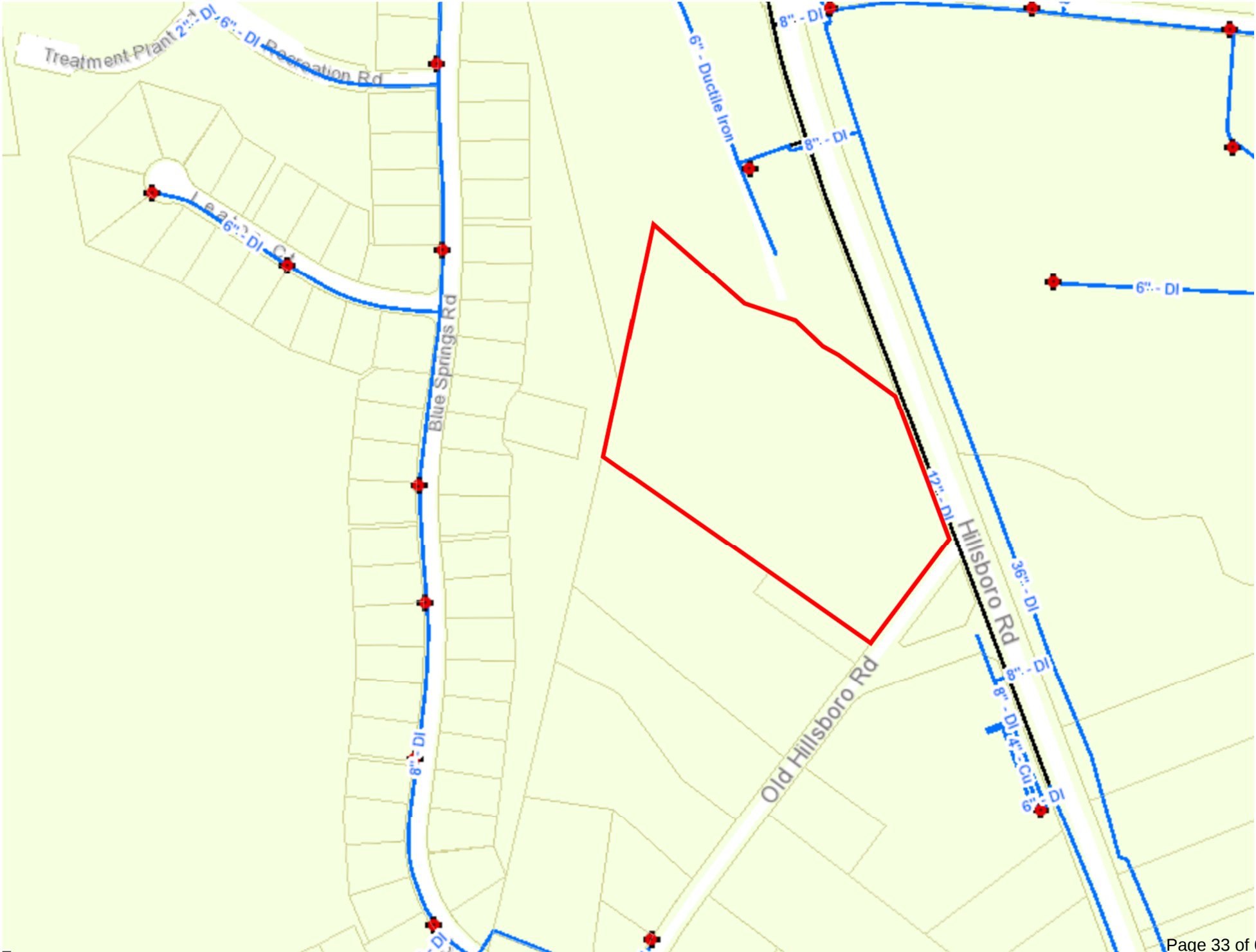
RECOMMENDATION:

Staff recommends that this availability request be recommended for approval by the Board of Mayor and Aldermen, contingent on the execution of an availability agreement and will not require the execution of an annexation agreement.

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





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

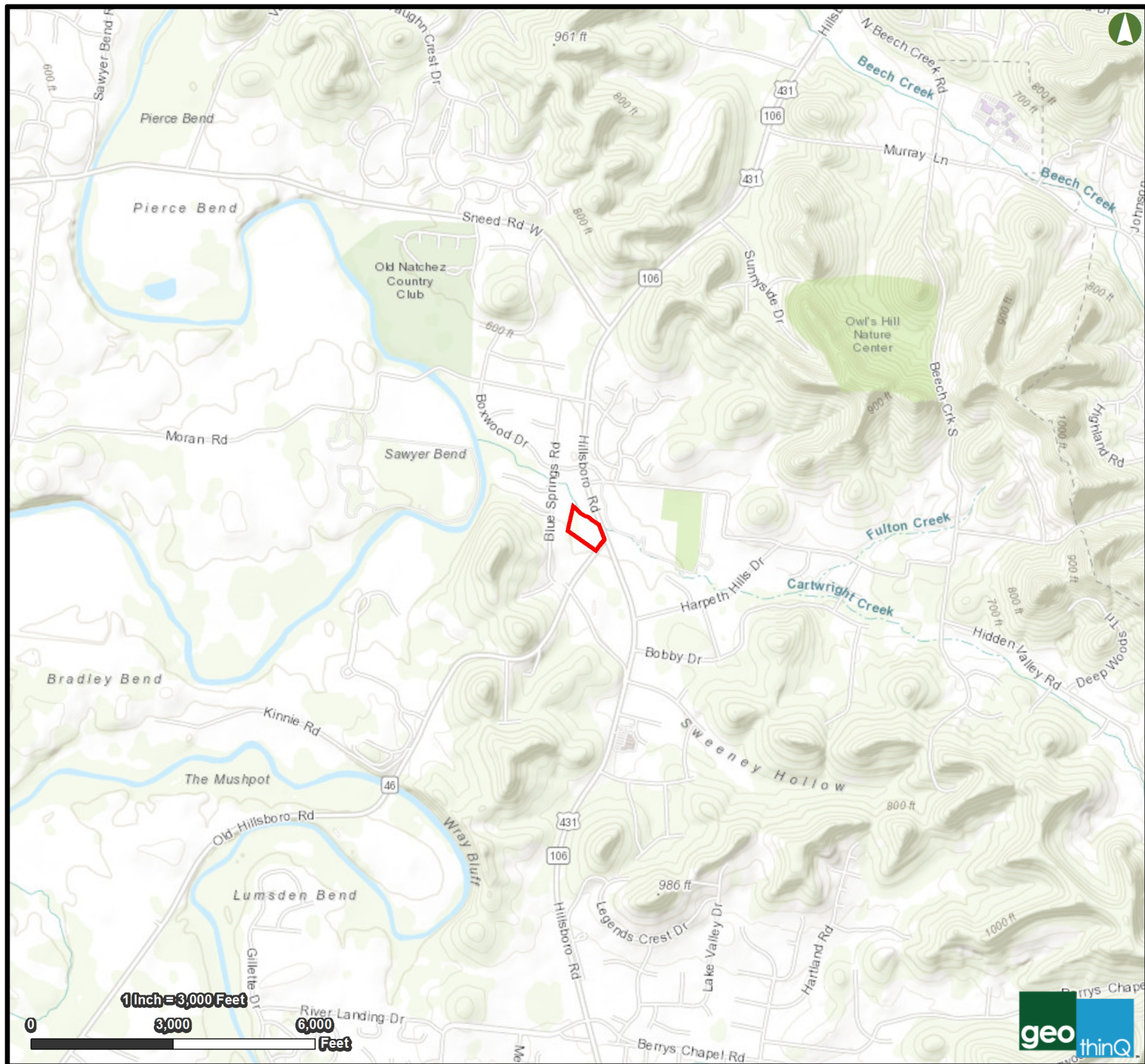
Sewage Flow Calculations: *Use the City of Franklin projected flow examples sheet –pg.4*

Anticipated sewage flows: Information Required for Sewer Service

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

Email Application to: availability@franklintn.gov

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



1200 Old Hillsboro Road

Property Location
12/17/2020

Cartwright Creek, L.L.C.
6545 Cox Road
College Grove, TN 37046
615-261-8600

February 2, 2021

Mr. Travis Todd
Thomas and Hutton
615 Main Street, Suite 124
Nashville, TN 37206

Subject: Sewer Availability for 1200 Old Hillsboro Road

Dear Mr. Todd,

Cartwright Creek will accept wastewater from the proposed development at 1200 Old Hillsboro Road, per your letter of January 18, 2021, and accompanying drawings, subject to the following requirements:

1. Addressing the drawing comments:
 - a. The existing gravity line to the site and the existing manhole are shown correctly on the Alta Survey and the 2004 Boundary and Topographic Survey. They are not correct on Drawing C5.1. Please fix.
 - b. Change Cartwright Creek's address on the cover sheet to the business address at 6545 Cox Road, College Grove, TN 37046.
 - c. The restaurant will need an external grease trap, properly sized.
 - d. Is it possible to move the east-west gravity line and manholes off the north side of the pavement?
 - e. The manholes need to have Xypex admixture.
 - f. The sewers will need to be pressure tested, and manholes will need to be vacuum tested.
2. Payment of tap and inspection fees: The previous owner of this property and Cartwright Creek signed an "On-Site Sewer Contract" in September 1991 that specified a tap fee of \$39,300 for connection to the Cartwright Creek system. The Contract does not specify a flow from the proposed development. In early 2011, the property owner's engineer, Dan Barge of Barge Cauthen and Associates, contacted Cartwright Creek about a possible project at the site. In a letter to Dan Barge on March 1, 2011, I calculated that the tap fee would have included 5,000 gallons/day flow, based upon the \$7.86 per gallon per day commercial tap fee in effect in 1991. The flow from the proposed development is 6,780 gallons/day. The additional flow of 1,780 gallons/day at the current commercial tap fee rate of \$14.29 per gallon per day results in an additional tap fee of \$25,436 due. There would also be a \$250 inspection fee due.

3. Cartwright Creek's inspection and acceptance of the sewers, manholes, and building service lines before burial.
4. After construction, completion of as-built drawings of the gravity sewers, stamped by a Tennessee professional engineer.

Please contact me if you have any questions or wish to discuss these requirements.

Sincerely,



Bruce Meyer
Operations Manager



File #: 21-02444

DATE: September 16, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of DRAFT Change Order 8 To COF Contract No. 2017-0264, With Kiewit Infrastructure South Co, For The Water Reclamation Facility Modifications & Expansion Project.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a DRAFT Change Order No. 8 for the Water Reclamation Facility Modifications and Expansion Project.

BACKGROUND/STAFF COMMENTS:

The Board of Mayor and Alderman passed a Resolution to award the contract on July 10, 2018 for the Water Reclamation Facility Modifications and Expansion Project to Kiewit Infrastructure South Co. (Kiewit). The amount of the contract entered into by the City and Kiewit was for \$132,890,000.00 (which included an Owner's contingency of \$4,000,000.00). A substantial completion date of February 20, 2022 and a final completion date of May 26, 2022 were outlined in the contract.

During the course of the project to date, the need for various changes to Kiewit's scope has become apparent to include work that was not captured in the original contract, changes due to alternative items of equipment, existing conditions, or to realize savings to the City. Those changes are memorialized in Construction Change Authorizations issued by CDM Smith and then approved by the City, and formalized in this change order.

FINANCIAL IMPACT:

The subsequent attachments outline all of these changes, totaling a net increase of \$1,059,510.00. Including all of the previous change orders, the amount remaining in contingency totals \$974,346.75.

RECOMMENDATION:

Staff recommends that Change Order 8 To COF Contract No. 2017-0264 be recommended for approval by the Board of Mayor and Aldermen.

REQUEST FOR CONSTRUCTION CONTRACT CHANGE CHANGE ORDER NO. 8

City of Franklin
Engineering Office
109 Third Avenue South
Franklin, Tn 37064

Contract Number: 2017-0264
Project Name: Water Reclamation Facility
Modifications & Expansion

Background

The Board of Mayor and Alderman passed a resolution to award a contract on July 10, 2018 for the Franklin Water Reclamation Facility Modifications and Expansion Project to Kiewit Infrastructure South Co., (Kiewit), contingent upon approval by the State Revolving Fund (SRF) Program, which was received on August 23, 2018. The amount of the contract entered into by the City of Franklin and Kiewit was for \$132,890,000.00 (which included an Owner contingency of \$4,000,000). A substantial completion date of February 20, 2022, and a final completion date of May 26, 2022 were requirements in the contract.

The Franklin Water Reclamation Facility Modifications and Expansion Project included, among other scope, construction of a new headworks facility, an equalization basin, odor control systems, two ultraviolet disinfection systems, an alum storage and feed system, an electrical building, modifications to the biological nutrient removal facilities, the reclaimed water pump station, return sludge pump station and RAS/WAS pump station, construction of a new solids treatment system, upgrades to the instrumentation and control system, installation of new yard piping and demolition.

Reason for Change Order:

During the course of the project to date, the need for various changes to Kiewit's scope became apparent to include work not captured in the original contract, changes due to alternate items of equipment proposed by Kiewit, unforeseen conflict with existing features or to realize savings to the City of Franklin. Those changes were memorialized in Construction Change Authorizations (CCAs), Contractor Change Proposals (CPs) or responses to Requests for Proposal (RFPs) as shown on Attachment A. The specific language of the scope changes is detailed in the CCA/CP/RFP documents.

Attachments (List documents supporting change):

Attachment A – CCA/RFP/CP Summary Sheet

CP No. 87
CCA No. 61 w/Contractor proposal
CP No. 89
CCA No. 62 w/Contractor proposal
CP No. 91
RFP No. 12 Contractor proposal
CP No. 92
CP No. 93
CCA No. 17 w/Contractor proposal
CCA No. 63 w/Contractor proposal
CP No. 85
CP No. 99

CCAs No. 47 & 48 w/Contractor combined proposal
CCA No. 65 w/Contractor proposal
CP No. 86
CP No. 102
CCA No. 57.1 w/Contractor proposal
RFP No. 13 Contractor proposal
CCA No. 59 w/Contractor proposal
CCA No. 60.1 w/Contractor proposal
CCA No. 51 w/Contractor proposal
CP No. 103
CP No. 104
CP No. 100
CP No. 88
CP No. 67
CP No. 106 w/Engineer response

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CHANGE IN CONTRACT PRICE:	
Original Contract Price:	\$132,890,000.00
Net Increase in Contract Price From Previous Change Orders:	\$87,021.00
Contract Price Prior to This Change Order:	\$132,977,021.00
Net Increase or <Decrease> of This Change Order:	\$00.00
Contract Price with All Approved Change Orders:	\$132,977,021.00

CHANGE IN CONTRACT TIMES	
Original Contract Times	
Substantial Completion Date	2/20/2022
Final Completion Date	5/26/2022
Net Change From Previous Change Orders	
Substantial Completion	0 Days
Final Completion	0 Days
Contract Times Prior to This Change	
Substantial Completion Date	2/20/2022
Final Completion Date	5/26/2022
Increase in Time This Change Order	
Substantial Completion	6 Days
Final Completion	6 Days
Contract Times with All Approved Change Orders	
Substantial Completion Date	2/26/2022
Final Completion Date	6/01/2022

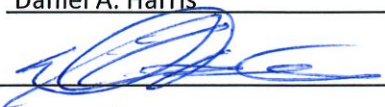
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Now, Therefore, Kiewit Infrastructure South Co., hereby agrees to this Change Order, consisting of the above mentioned schedule changes, and agrees that this Change Order is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remains in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

ENGINEER

Name: Daniel A. Harris

Signature: 

Date: 2/29/21

CITY PROJECT MANAGER

Name: Brian Goodwin

Signature: _____

Date: _____

CITY WATER MANAGEMENT DIRECTOR

Name: Michelle Hatcher

Signature: _____

Date: _____

ACCEPTED BY CONTRACTOR:

Name: Brad Coutu

Title: Operations Manager / sponsor

Signature: BIM CT

Date: 9-29-21

APPROVED BY OWNER:

Name: _____

Title: _____

Signature: _____

Date: _____

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Attachment A
CP/RFP/CP Summary

CCA Number	RFP Number	CP Number	Description	Cost	Time Extension	Date Sent to SRF for Review	Date Approved by SRF
		87	Delete new RAS/WAS piping	\$ (14,012.00)	0	5/5/21	5/10/21
61			EQ pump control revisions	\$ 2,520.00	0	4/29/21	5/14/21
		89	ACT in electrical and centrifuge panel rooms	\$ 37,590.00	0	5/20/21	5/25/21
62			New VFD for Reclaimed Water Pump #1	\$ 30,298.00	0	5/26/21	6/2/21
		91	Seamless floor in Chem Lab	\$ 4,262.00	0	6/4/21	6/15/21
	12		BNR2 gearbox removal & inspection	\$ 12,300.00	0	6/22/21	6/29/21
		92	Replace control conductors to BNR2 aerator	\$ 2,233.00	0	6/22/21	6/29/21
		93	Tile changes, Solids toilet room	\$ 1,554.00	0	6/24/21	6/29/21
17			Polymer tank modifications	\$ 58,833.00	0	6/22/21	6/29/21
63			Raise 54" RWW vents, add PRV to HW PLW	\$ 30,706.00	0	7/7/21	7/15/21
		85	Increase allowance item 7	\$ 125,000.00	0	7/14/21	7/14/21
		99	Shelters over CCTs	\$ 12,269.00	0	7/27/21	8/3/21
47/48			Solids/Digester Bldg piping changes	\$ 238,496.00	0	7/23/21	8/4/21
65			Replace existing blower motor	\$ 33,471.00	0	7/20/21	8/4/21
		86	Digester withdrawal pump piping changes	\$ 55,981.00	0	8/9/21	8/16/21
		102	Service work BNR1 aerator gearboxes	\$ 56,444.00	0	8/16/21	8/16/21
57.1			HRSg platform	\$ 61,158.00	0	8/9/21	8/17/21
	13		Sludge dewatering boxes	\$ 24,383.00	0	8/25/21	9/1/21
59			Solids Building roof changes	\$ 81,921.00	0	8/27/21	9/1/21
60.1			Blower inlet valve controls	\$ 102,382.00	0	8/27/21	9/1/21
51			Solids Building process, plumbing & HVAC revisions	\$ 65,874.00	0	9/10/21	9/20/21
		103	Solids ES/EW pedestals	\$ 2,498.00	0	9/15/21	9/23/21
		104	Relocate autosampler	\$ 5,056.00	0	9/5/21	9/23/21
		100	Blind flanges @ headworks	\$ 13,356.00	0	9/16/21	9/23/21
		88	Gasket revisions	\$ 8,308.00	0	6/4/21	9/24/21
		67	Digester Building door changes	\$ 6,629.00	0	1/6/21	1/12/21
		106	Time impact analysis, 2021 winter storm	\$ -	6	9/24/21	9/27/21
Total This Change				\$ 1,059,510.00			
Total Previous Changes				\$ 1,966,143.25			
Owner's Contingency Amount				\$ 4,000,000.00			
Remaining Owner's Contingency				\$ 974,346.75			
Total Time Extension (Calendar Days)					6		



File #: 21-02450

DATE: September 22, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2020-0278 With AECOM For Pump Station Evaluation And WTP Valve Access.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning amendment No. 1 to the Professional Services Agreement (PSA) with AECOM for the Pump Station Evaluation and WTP Valve Access improvements project.

BACKGROUND/STAFF COMMENTS:

The original PSA with AECOM was approved by the BOMA on January 12, 2021, for the evaluation of three pump stations within the City's system and access to several process valves in the Water Treatment Plant (WTP). During the evaluation of the valve locations at the WTP, the City and AECOM determined that a more robust approach was needed to solve the equipment access problem. This updated approach is not addressed in the original PSA; therefore, the WMD requested that AECOM provide an updated scope and fee for this more in depth design and bid document preparation.

This amendment covers the additional scope that has been added to create a structural solution that will provide future access to these valves and piping that will be needed for maintenance.

FINANCIAL IMPACT:

This amendment is proposed for \$78,511.00 and will be funded from the Water Treatment Plant Operating fund (421-82560-52103).

RECOMMENDATION:

Staff recommends that amendment No. 1 with AECOM for pump station evaluation and WTP valve access improvements be recommended for approval by the Board of Mayor and Aldermen.

**DRAFT AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR GOOSE CREEK, REDWING AND RIVERVIEW PUMP STATION EVALUATION
AND FRANKLIN WTP VALVE ACCESS IMPROVEMENTS PROJECT
COF Contract No. 2020-0278**

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

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Goose Creek, Redwing and Riverview Pump Station Evaluation and Franklin WTP Valve Access Improvements Project (COF Contract No. 2020-0278), dated the 12th day of January 2021, at a fee not to exceed \$158,760.00; and

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

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

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the September 24, 2021, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **SEVENTY-EIGHT THOUSAND FIVE HUNDRED ELEVEN AND NO/100 DOLLARS (\$78,511.00)** for the additional Services as described in Attachment.

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated January 12, 2021, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

AECOM USA, INC.

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

Task 3 - Franklin WTP Valve Access Improvements

Request for Amendment #1

COF Contract No. 2020-0278

September 24, 2021

BACKGROUND

Task 3 – WTP Valve Access Improvements

The Franklin Water Treatment Plant (WTP) staff is currently operating two 24-inch butterfly valves and one 16-inch butterfly valve on the process line between the UV reactors and GAC contact tanks with the aid of a chain wheel and approximately 30-feet of chain. In addition, there are six 10-inch butterfly valves that cannot be accessed, along with three 10-inch GAC flowmeters and three 2-inch combination air/vacuum valves. Some of the valves of concern are shown in Figure 1.

On February 17, 2021 AECOM conducted a kickoff meeting with The City of Franklin for the evaluation and design of access improvements at the water treatment plant (WTP). During the kickoff meeting, AECOM reviewed the scope of the project, which included the design of a combination of a 6-feet wide catwalk supported on steel beams - approximately 20-feet above the lower floor - and grating combined with an adjustable ladder to aid plant staff in accessing/maintaining overhead valves and equipment at the WTP.



Figure 1 - Franklin WTP Valve Access Area

Subsequent site visits and evaluations resulted in several safety comments related to an elevated catwalk which prompted AECOM to pursue a more robust approach to solving the equipment access problem at the WTP. AECOM performed a 3D scan of the lower room, capturing all the equipment requiring access. Using the 3D scan and as-builts, AECOM prepared conceptual (10% Draft Design) drawings depicting a mezzanine-type platform covering half of the lower room to provide access improvements at the WTP.

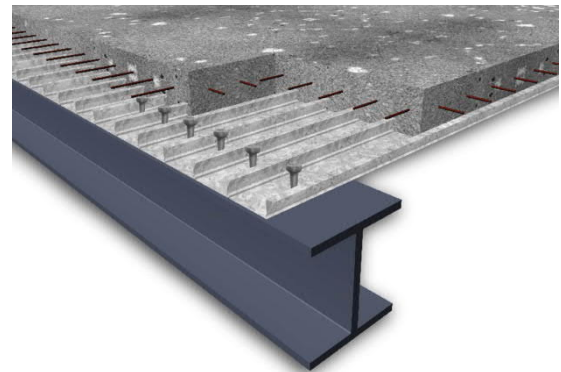


Figure 2 - Reinforced Concrete Platform with Mezzanine Deck

During a meeting on May 28, 2021, AECOM presented to the City of Franklin's WMD staff an updated approach to resolve equipment access issues at the WTP. Following the May 28th meeting, the City of Franklin's WMD staff requested that AECOM prepare an amendment to update the scope and fee for Task 3 – WTP Valve Access Improvements as described below.

SCOPE OF WORK - AMENDMENT #1

The revised scope of work for Task 3 consists of the design of a reinforced concrete platform on a mezzanine-type deck (similar to Figure 2) in lieu of the elevated catwalk originally planned. Professional services for Amendment #1 will consist of the revised and or additional scope items as follows.

Task 3 – WTP Valve Access Improvements

Subtask 3.4 – Progress Meetings

AECOM will conduct additional monthly (total of four) project progress update meetings in Franklin with the City's staff to review project progress, address concerns, and discuss any actions needed by the City. Three days prior to the meeting, AECOM will forward the proposed agenda to the City for review and comment. AECOM will coordinate the meeting with the City staff's schedule. AECOM will lead the meeting and provide a meeting summary to the participants within one week of the meeting. As appropriate, these meetings can occur on the same day as deliverable review meetings.

Deliverables: Meeting agendas and summaries.

Subtask 3.6 – Preliminary Design Phase – 30% Draft Design

AECOM will develop one construction bidding documents containing 30% draft WTP Valve Access Improvements design. In addition to the original scope, AECOM will prepare drawings that include a multi-discipline design covering various project aspects, including site/civil, architectural, structural, electrical, and fire protection, and related engineering design and analysis. The Architect will review existing building codes and prepare design drawings that include an access door on the west side of the existing WTP building and an awning to match current styles and regulations.

The Structural Engineer will prepare design drawings that include the mezzanine-type platform, walkways, supports, and general notes. AECOM's subconsultant, I.C. Thomasson, will assess the existing electrical systems and determine the necessary conduit relocation required for the building of the new mezzanine-type platform. I.C. Thomasson will also design lighting improvements for the new platform and, if needed, for the lower room and improvements to the fire protection system under the new platform. Additionally, I.C. Thomasson will assess the mechanical (HVAC) systems to determine what impact the proposed mezzanine platform will have on the existing systems if any.

In total, AECOM anticipates an additional eight (8) sheets will be necessary to cover the changes from the original scope. The list of additional sheets can be seen below:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	Site Layout / Contractor Laydown
2	Architectural General Notes
3	Architectural Floor plans, interior sections/elevations
4	Architectural Schedules and standard details
5	Structural – Plan & Section
6	Structural – Section/Details
7	Electrical – Details
8	Fire Protection for Lower Room

AECOM will submit one (1) electronic copy in pdf format of the 30% draft design Drawings to the City for review and comment.

Deliverables: 30% draft design Drawings and Project Manual and review meeting summary.

Subtask 3.7 – Final Design Phase - 90% Draft Design

The 90% draft WTP Valve Access Improvement's design documents will incorporate the addition of the multi-discipline design of the mezzanine-type platform along with the related components discussed in Subtask 3.6. AECOM will develop one construction bidding document which incorporates the additional eight (8) sheets mentioned above and technical specifications. AECOM will submit one (1) electronic copy in pdf format of the 90% draft design Drawings to the City for review and comment.

Deliverables: 90% draft design Drawings and Project Manual and review meeting summary.

Subtask 3.8 – Engineering Design: Issued for Bid Documents

AECOM will prepare the Issued for Bid Documents (IFB) for the WTP Valve Access Improvements' design. The IFB documents will incorporate the additional scope, including eight (8) additional sheets and technical specifications, along with necessary documentation to construct the updated mezzanine-type platform as described in Subtask 3.6.

AECOM will submit two (2) hard copies and one (1) electronic copy in pdf format of the Issued for Bid Design Documents to the City. Hard copies of the drawings will be half-size sets.

Deliverables: Issued for Bid Project Manual and Drawings.

Subtask 3.9 – Opinion of Probable Construction Cost (OPCC)

AECOM will prepare a preliminary opinion of probable construction cost estimate and submit to the City with the submission of the 90% draft design Drawings and Project Manual. The OPCC will incorporate additional project components related to the construction of the mezzanine-type platform, electrical system and fire system modifications and construction complexity. AECOM will make any necessary revisions and submit a final opinion of probable construction cost estimate to the City with the Issued for Bid Project Manual and Drawings.

Deliverables: Preliminary and final opinion of probable construction cost estimate.

Subtask 3.12 – Permits

AECOM understands that the City of Franklin has delegated authority for review from the State Fire Marshal's office and anticipates that the WTP valve access improvements design will require submission to City of Franklin Fire Marshal's Office for review and approval. AECOM will prepare the necessary permit applications, calculations and attachments needed for the submittal package. The City of Franklin will pay for any permit fees necessary.

FEE - AMENDMENT #1

The request for Amendment #1 includes adjustments to employee classification and category changes since the initiation of the project due to staff changes, escalation and additional staff needed for the revised scope of work. Our Fee Pricing Proposal is provided as Appendix A and is developed based on the current AECOM rate schedule provided in Appendix B. Professional services for each task are estimated as follows:

- Task 3 - WTP Valve Access Improvements Request for Amendment #1 \$ 78,511

ASSUMPTIONS

This amendment includes the following assumptions:

- Bidding and Construction services are not included at this time but may be added by addendum.
- Fire protection work includes hydraulic calculations and sprinkler protection below platform.
- Evaluation of airflow in the lower room with the platform in place. HVAC Design work is not included in this proposal.
- Submittal of the WTP Valve Access Improvements to TDEC will not be required.
- A comprehensive structural analysis of the existing building structure will not be performed since no significant loads will be added to the existing roof structure.

PRELIMINARY SCHEDULE

The preliminary schedule to complete Task 3 is generally estimated to be as follows:

Deliver 30% Draft Design	November 23, 2021
Deliver 90% Draft Design	January 14, 2021
Submit Permits to Agencies	January 14, 2021
Deliver Engineering Design: Issued for Bid Documents	February 14, 2021

AECOM will review the City's schedule and goals for the project and will expedite activities listed above if necessary.

APPENDIX A – FEE PRICING PROPOSAL



City of Franklin
Task 3 - WTP Valve Access Improvements
Request for Amendment #1
Fee Pricing Proposal
September 24, 2021

Employee Classification/Category	Project Director	Project Manager	Architect	Senior Engineer	Structural Engineer	Senior CADD	Intern Engineer	Project Administrator	Subconsultants	ODCs	Totals
Billing Rate	\$230	\$160	\$160	\$190	\$155	\$140	\$105	\$90			
Task 3 - WTP Valve Access Improvements											
Subtask 3.4 - Progress Meetings	4	4	4	4	4	2	8	2			\$4,602
Subtask 3.6 - Preliminary Design Phase – 30% Draft Design	2	32	28	26	26	40	26	2	\$ 4,500		\$32,023
Subtask 3.7 - Final Design Phase - 90% Draft Design	2	20	8	24	20	14	8	2	\$ 4,500		\$20,034
Subtask 3.8 - Engineering Design: Issued for Bid Documents	1	8	6	10	14	8	8	2	\$ 6,000	\$ 450.00	\$15,100
Subtask 3.9 - Opinion of Probable Construction Cost (OPCC)		4	2	4	4	4	4	1		\$ 1,300.00	\$4,488
Subtask 3.12 - Permits		4	6				2			\$ 500.00	\$2,264
											\$0
Task 3 Manhours	8	71	54	67	67	68	56	8			
Task 3 Subtotals	\$1,954	\$11,382	\$8,594	\$12,811	\$10,448	\$9,460	\$5,848	\$765	\$15,000	\$2,250	
Task 3 Total											\$78,511

APPENDIX B – Rate Schedule

Hourly rates for services performed on or after the date of the Agreement are:

<u>Job Classification</u>	<u>Hourly Rate</u>
Project Director	\$230
Senior Technical Consultant	\$215
Senior Technical Specialist	\$205
Senior Project Manager	\$200
Senior Engineer	\$190
Engineer IV	\$175
Architect	\$160
Project Manager	\$160
Structural Engineer	\$155
Engineer III	\$155
Engineer II	\$145
Engineer I	\$130
Junior Engineer	\$115
Engineer-in-Training (EIT)	\$105
Engineer Intern	\$105
Specialized Resident Project Representative (RPR)	\$135
Resident Project Representative (RPR)	\$90
QA/QC Officer, Project Safety Officer	\$175
Senior Scientist	\$175
Project Scientist	\$135
Staff Scientist	\$100
Junior Scientist	\$85
Senior CADD Tech/Designer	\$140
Mid CADD Tech/Designer	\$110
CADD Tech/Designer	\$90
Technical Editor	\$100
Senior Technician	\$75
Technician	\$55
Senior GIS Specialist	\$135
Project GIS Specialist	\$110
Staff GIS Specialist	\$90
Junior GIS Specialist	\$75
Project Administrator	\$90
Administrative Assistant	\$70



File #: 21-02461

DATE: September 30, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT Change Order 2 To COF Contract No. 2018-0226 With BLD Services For Cured In Place Pipe Lining.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Change Order No. 2 to the COF Contract No. 2018-0226 with BLD Services.

BACKGROUND/STAFF COMMENTS:

During the construction of the Spencer Creek at Franklin Road Sanitary Sewer Improvements project, it was discovered that even more of the existing 24" sanitary sewer line along Spencer Creek is in need of repair. WMD Staff had 2,155 linear feet of the 24" sanitary sewer line videoed to see the existing condition of the line. After the camera footage was reviewed by Staff it was determined that the sewer line needed to be upgraded either by total replacement or cured-in-place lining. The contractor performing the Spencer Creek work provided a price for total replacement of \$849,139.00 and BLD Services provided a price for cured-in-place lining of \$479,000.00. WMD Staff recommends that the City utilize the CIPP method to upgrade the existing 24" sanitary sewer line.

BLD has an existing contract with the City that was approved January 28, 2020 to provide CIPP lining services. They were provided in change order in May 2021 to continue those services, and this change order will be solely for this Spencer Creek project.

FINANCIAL IMPACT:

The cost of the upgrade using CIPP will be \$479,300.00 and will be funded from the Sewer Operating Fund (431-89320-52219).

RECOMMENDATION:

Staff recommends that Change Order 2 to COF Contract No. 2018-0226 be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: 2

Owner: **City of Franklin, TN**
 Engineer: **N/A**
 Contractor: **BLD Services**
 Project Name: **Sanitary Sewer Lateral Lining**
 Owners Contract No.: **COF 2018-0226**
 Effective Date of Change Order: **N/A**

Date Issued: **9/8/2021**

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

Description:

Change order to reflect the additional footage of sanitary sewer line to CIPP

Attachments:

- 1. Letter and email dated 3/8/2021 from Hugh Cornell with BLD Services**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 452,500.00		Effective Date of Award:	January 28, 2020
		Final Date of Contract:	January 27, 2021
[Increase] [Decrease] from previously approved Change Order		[Increase] [Decrease] from previously approved Change Orders	
\$ 200,000.00		Number of days:	365 days
Contract Price prior to this Change Order:		Contract Times from previously approved Change Order:	
\$ 652,500.00		Date of 2 nd Contract Year:	January 28, 2021
		End Date of 2 nd Contract Year:	January 27, 2022
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order: <u>0 days</u>	
\$ 479,300.00			
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,131,800.00		Revised Final Date:	January 27, 2022

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____



Patricia McNeese, P.E.
Utilities Engineer II
City of Franklin
Water Management Department
124 Lumber Drive
Franklin, TN 37064

Re: 24" Sewer Lining Using CIPP Liner near Mack Hatcher Parkway

Dear: Ms. McNeese

BLD Services, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in this proposal.

Scope of Work: This work shall be performed in conjunction with the "PRICING SCHEDULE" and "TERMS & CONDITIONS" as outlined within this proposal.

In response to your request, we hereby submit subcontract pricing for the above referenced project as follow:

Project Totals					
Revenue Items					
Item #	Description	Quantity	Unit	Unit \$	Total \$
1	Mobilization & Bonds	1	LS	\$ 9,500.00	\$9,500.00
2	24" Cure-inPlace Pipe (CIPP)	2155	LF	\$ 160.00	\$344,800.00
3	Bypass Pumping	1	LS	\$ 125,000.00	\$125,000.00
					\$479,300.00

Proposal Inclusions:

- One mobilization / demobilization to the project site for the CIPP lining crew at no charge. Any additional mobilizations will be negotiated as extra work.
- The CIPP will utilize a polyester resin system and be installed using a hot water or steam cure per the requirements of the CIPP specification section.
- Provide internal reinstatement of laterals encountered in the CIPP-lined pipes using a remotely controlled cutting device.
- Provide a post CCTV and documentation after CIPP lining is complete and tested.
- Provide required testing of samples of the installed CIPP at an independent laboratory to confirm conformance with minimum specified physical properties. Sampling methods and frequency will conform to specified parameters.
- State Sales & Use Tax is not included per specifications.
- Provide specified construction warranty on CIPP materials and workmanship.
- Provide certificate of insurance and endorsements as specified. Certificate of Insurance with standard coverage
- Pre and Post-Installation Video of repair and mainline
- One mobilization and demobilization
- Initial CCTV and Pipe Cleaning

Proposal Exclusions:

- The General Contractor/Customer shall also be responsible for all required traffic control plans.
- Provide any point repairs or other repairs necessary or required to repair or prepare the existing pipeline for CIPP lining.

- Provide legal and physical access to the pipeline, manholes, structures, and other access points sufficient to allow BLD's operations to be conducted, and to allow large trucks and equipment to access the structures and manholes directly when in streets, or as near as possible for easement locations. When applicable, this shall include locating, exposing, and making accessible any manholes, structures, or other access points, associated with BLD's work, including any necessary alterations to fencing, trees and vegetation, and providing any final restoration once BLD's operations are complete. This shall also include providing expanded access by providing pits or other temporarily expanded access at locations where lining will end at a lamp hole, rod hole, cleanout or similar structure that is not being replaced with a manhole prior to lining. When necessary, this shall also include providing expanded access by either staging construction of new structures or temporarily altering existing structures where the existing or new structure configuration will impede BLD's operations.
- Provide any final repair, testing &/or inspection of CIPP-lined pipes when additional work has been performed in or on those pipes by others after the completion of BLD's work. This includes the final post CCTV per job specifications.
- Provide all required notifications of agencies and other parties affected by the work. This shall include providing any necessary public relations work.
- Obtain and pay for all special licenses, permits, variances, or other fees required to perform the work. The only exception to this is that BLD will obtain and pay for its own city &/or county business license(s), when required.

Proposal Terms:

- Payment due within 30 days of completion of BLD's portion of the project
- Partial monthly payments may be requested.
- Proposal valid for 30 days

Special Conditions:

- General Contractor/Customer will be required to provide access prior to lining.
- General Contractor/Customer to supply water meter if required or an approved water source.
- Final footage to be determined CCTV is completed (if required by spec). General Contractor/Customer will be required to provide access to all manholes.
- General Contractor/Customer to provide all traffic control devices and permits beyond typical traffic cones and signs carried by crew.

Mutual Release of Consequential Damages:

Neither party shall be liable to the other for consequential damages relating to or arising out of this Contract.

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

Wm Hugh Cornell

Wm. Hugh Cornell
Project Manager
BLD Services, LLC



File #: 21-02467

DATE: September 30, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of Retainage Agreement For COF Contract No. 2021-0272 With Haren Construction For Southeast Pilot Plant And Red Wing Reclaimed Water Booster Station.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the retainage agreement for the construction contract for the Southeast Pilot Plant and Red Wing Reclaimed Water Pump Station Project.

BACKGROUND/STAFF COMMENTS:

When the original contract for the Southeast Pilot Plant and Red Wing Reclaimed Water Pump Station was approved, the retainage agreement was not included in the contract. The agreement needs to be approved by the Board of Mayor Aldermen (BOMA) so that a retainage account can be established for the project and payment can be made to the Contractor.

FINANCIAL IMPACT:

Retainage has its own GL Code that is specific to the funds involved, which in this case would be sanitary sewer and reclaimed water. No budget has been allocated for this purpose.

RECOMMENDATION:

Staff recommends that COF Contract No. 2021-0272 be recommended for approval by the Board of Mayor and Aldermen.

RETAINAGE AGREEMENT
COF Contract No. 2021-0069

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and among **City of Franklin** (“Owner”); **Haren Construction Company, Inc.** (“Contractor”); and **Truist Bank**, a corporation organized and existing under the laws of the United States of America, with offices located in Franklin, Williamson County, Tennessee (“Bank”).

WITNESSETH:

WHEREAS, Owner and Contractor have heretofore entered COF Contract No. 2021-0272, (the “Contract”), whereby Contractor will make improvements to certain real property of Owner, pursuant to a certain project known as Southeast Pilot Plant and Red Wing Reclaimed Water Booster Station (“Project”) located in Franklin, Tennessee, with the contract providing that Owner is to retain a percent of all payment requests of Contractor, all as more specifically set forth in the Contract, to which specific reference is hereby made; and

WHEREAS, Owner and Contractor are desirous of creating an escrow account with Bank for the deposit of such retainage; and

WHEREAS, Bank has agreed to act as escrow agent to receive and hold the retainage paid to it until the receipt of a release or partial release by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Owner hereby agrees to pay all retainage held pursuant to the Contract to Bank, to be held in escrow by Bank in a separate interest-bearing account (the “Escrow Account”). Funds held will not be commingled with any other funds owned by Bank or any third party, but will at all times remain segregated and subject to identification as the particular funds deposited and held for the purposes of retainage for the Project.
2. The Escrow Account shall be owned by Contractor, except to the extent ownership thereof is affected by the assignment to Owner pursuant to the terms hereof.
3. Contractor shall and hereby does conditionally assign all its ownership interest in the Escrow Account, including its power to make withdrawals therefrom, to Owner. This conditional assignment shall terminate upon Owner’s execution of release, to the extent of such release.
4. So long as retainage remains on deposit and Contractor is not in default of Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care and servicing costs.
5. When Owner determines, upon the request of Contractor, in accordance with the provisions of the Contract, that Contractor is entitled to all or a portion of the retainage, Owner shall forward a written release to Bank, substantially in the forms attached hereto as Exhibit A or Exhibit B, whereupon all or a portion of the amounts held in the Escrow Account will be released and paid, together with any remaining interest thereon, to Contractor by Bank within 5 business days.

6. Should a dispute arise between Owner and Contractor whereby Owner fails to execute and deliver a release to Bank, Bank shall not be liable to either Owner or Contractor for failure to deliver the amounts on deposit in the Escrow Account, with interest thereon, to Contractor. Bank shall transfer the amounts on deposit in the Escrow Account to Owner upon Owner's written request and shall not be liable to Contractor for such action. In the event that litigation ensues between Owner and Contractor, Bank shall tender into the registry or custody of any court of competent jurisdiction all assets or property held by Bank pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement.
7. Bank may resign as Escrow Agent by providing notice to Owner. Upon termination, all money deposited shall be promptly transferred back to Owner.
8. Contractor will execute a retainage bank vendor form with the City's Finance Department no later than 5 business days from execution of this Agreement.
9. On a monthly basis, within the first week following the end of the prior month, Bank shall provide to the owner a statement of the dedicated escrow account. The statements will be reconciled by Owner. Should any discrepancies be found, Owner will alert Bank and Bank will have 10 business days to respond to Owner with their findings or resolution.
10. Bank shall be liable to the Owner for any loss suffered by the Owner as a result of the Bank's breach of this Agreement.
11. This Agreement supersedes any existing contract between the parties hereto relative to the matters contained herein.

City of Franklin

By: _____
Eric S. Stuckey
City Administrator

Contractor

By: _____
Print Name: _____
Title: _____

Truist Bank

By: _____
Print Name: _____
Title: _____



City of Franklin

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

File #: 21-02530

DATE: October 21, 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 October 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.franklinton.gov/>,
2. Hover your mouse over "Our City" or "Business",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Projects Dashboard

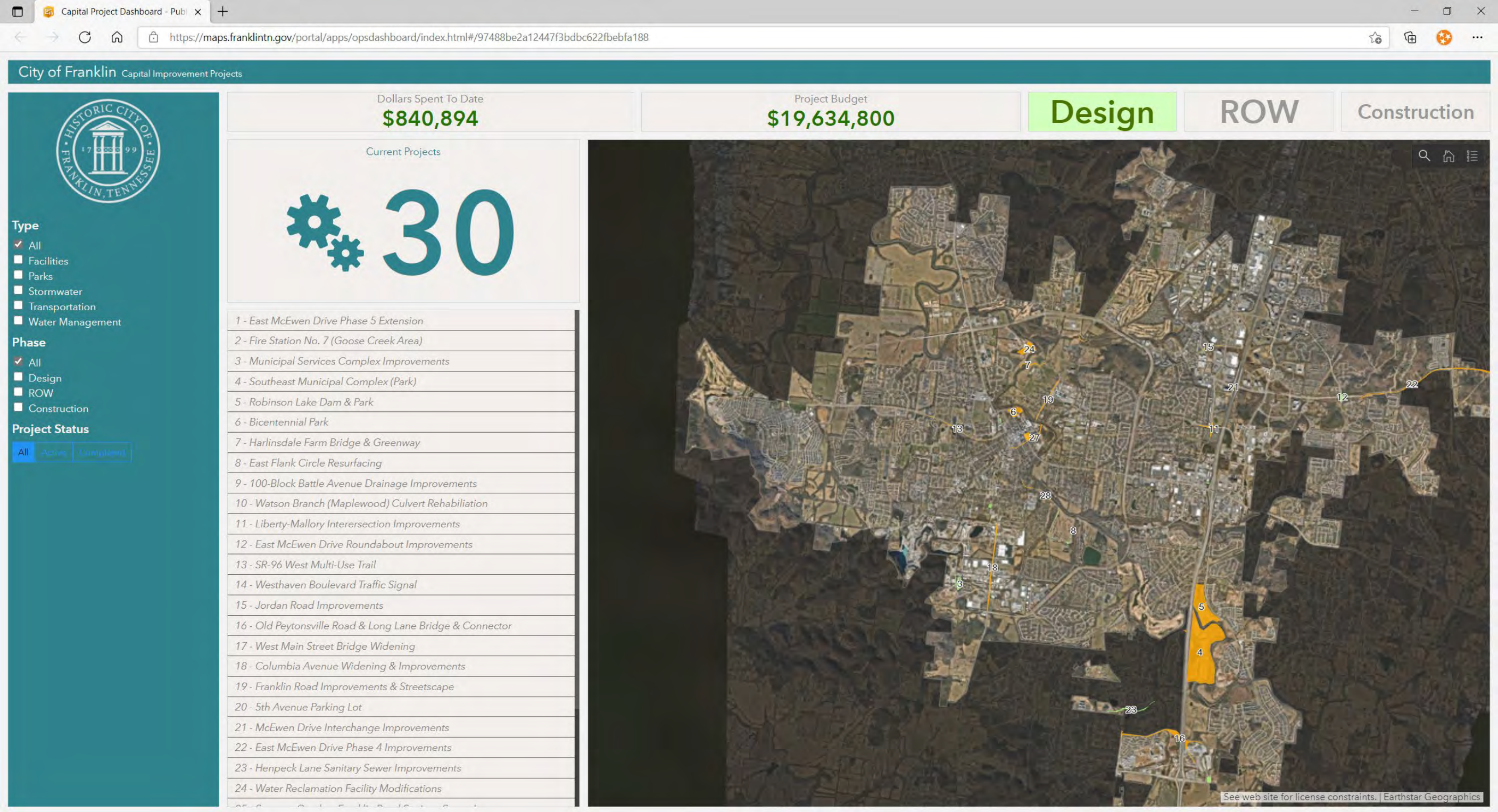


Image Captured from City of Franklin Website on 10/21/2021

Go to www.franklinton.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “Capital Projects Dashboard”

OR

Go to www.franklinton.gov >> Hover over “Government” >> Click on “Engineering” under “Departments A-J” >> Click on “City Capital Projects” >> “Capital Projects Dashboard”