

REQUEST FOR CONSTRUCTION CONTRACT CHANGE CHANGE ORDER NO. 3

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, 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
CCAs-9, 12 and 20, RFI 41 with combined Contractor proposal
CCA-22 with Contractor proposal
CCA-26 with Contractor proposal
RFP-4 and Contractor proposal
CP-3 with RFI 21
CP-9 with RFI 80
CP-10

| CHANGE IN CONTRACT PRICE: | |
|---|------------------|
| Original Contract Price: | \$132,890,000.00 |
| Net Increase in Contract Price From Previous Change Orders: | \$174,085.00 |
| Contract Price Prior to This Change Order: | \$133,064,085.00 |
| Net Increase or <Decrease> of This Change Order: | (\$87,064.00) |
| 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 | -0- Days |
| Final Completion | -0- Days |
| Contract Times with All Approved Change Orders | |
| Substantial Completion Date | 2/20/2022 |
| Final Completion Date | 5/26/2022 |

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: 1/24/20

CITY PROJECT MANAGER

Name: Brian Goodwin

Signature: 

Date: 02/21/2020

CITY WATER MANAGEMENT DIRECTOR

Name: Michelle Hatcher

Signature: 

Date: 2/24/20

ACCEPTED BY CONTRACTOR:

Name: Steve Davis

Title: Project Manager

Signature: 

Date: 2/21/20

APPROVED BY OWNER:

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment A

CCA/RFP/CP Summary

| CCA Number | RFP Number | CP Number | Description | Cost | Time Extension | Date Sent to SRF for Review | Date Approved by SRF |
|--------------------------------------|------------|-----------|---|-----------------|----------------|-----------------------------|----------------------|
| 9 | | | Remote HVAC Indication | \$ - | 0 | 12/9/2019 | 12/20/2019 |
| 12 | | | Equalization Tank finished grade revisions | \$ - | 0 | 7/18/2019 | 7/29/2019 |
| 20 | | | Waste gas burner flame CP revisions | \$ - | 0 | 8/14/2019 | 8/14/2019 |
| 22 | | | Delete combustible gas monitor AE/AIT-450 | \$ (1,754.00) | 0 | 8/21/2019 | 10/30/2019 |
| 26 | | | Revised Headworks hatch dimensions | \$ 5,120.00 | 0 | 9/16/2019 | 11/1/2019 |
| | 4 | | Jet mixing system revisions | \$ (27,471.00) | 0 | 9/11/2019 | 9/11/2019 |
| | | 3 | Fabricated softened water tanks | \$ (71,014.00) | 0 | 10/1/2019 | 10/1/2019 |
| | | 9 | Auxiliary power & controls to CHP generator | \$ 19,910.00 | 0 | 12/9/2019 | 12/20/2019 |
| | | 10 | CROM warranty revisions and credits | \$ (11,855.00) | 0 | 11/8/2019 | 1/24/20 |
| Total Change | | | | \$ (87,064.00) | | | |
| Owner's Contingency Amount | | | | \$ 4,000,000.00 | | | |
| Remaining Owner's Contingency | | | | \$ 4,000,000.00 | | | |
| Total Time Extension (Calendar Days) | | | | | 0 | | |

CONSTRUCTION CHANGE AUTHORIZATION

TO: Mr. Steve Davis
Project Manager
Kiewit Water Facilities South
4405 International Blvd., NW,
Suite C-101
Norcross, Georgia 30093
(770) 940-8044

FROM: CDM Smith
210 25th Ave. N.
Suite 1102
Nashville, TN 37203
(615) 320-3161

DATE: May 3, 2019

PROJECT: City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project

CCA NUMBER: 009 **CDM SMITH PROJ. NO.:** 14915-231666

SUBJECT: HVAC Remote Indication **CITY PROJECT NO.:** 2017-0264

REFERENCE: N/A

DESCRIPTION: Sheets H-3, H-9, H-11, H-14 and H-15 show remote indication of ventilation failure signals from affected ATC panels, but these signals were not shown on I&C drawings. Sheets I-14, I-19, I-24, I-25, I-44 and I-55 attached hereto are amended to reflect these signals.

CDM SMITH:

By: _____

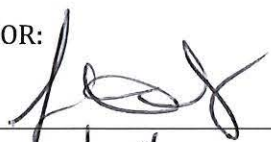
Date: _____


1/15/20

CONTRACTOR:

By: _____

Date: _____


1/15/2020

City of Franklin:

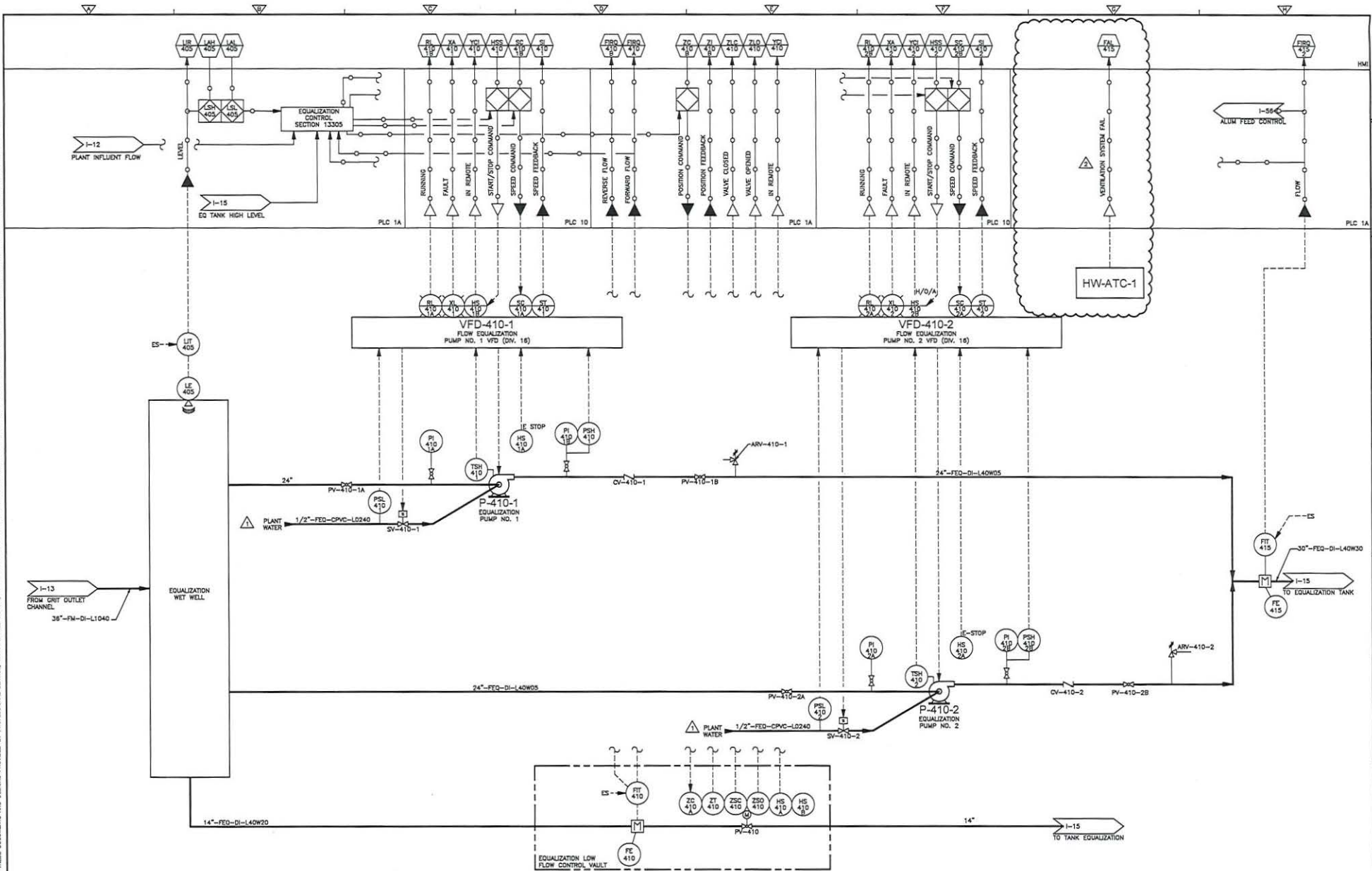
By: _____

Date: _____


1/15/20

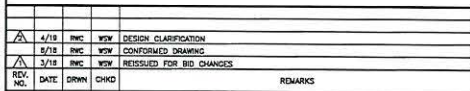
NOTES: (PAGE 4-23) - Images [1]
 Last saved by: CDM Smith, Date: 4/11/2018 11:11:03 AM
 C:\Users\kshah\Documents\Projects\Franklin WRF\Process and Instrumentation Diagrams\PI&D\DC-14
 REVISED FOR BID CHANGES

THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.



| <table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>CHKD</th> <th>REMARKS</th> </tr> <tr> <td>1</td> <td>4/1/18</td> <td>PMC</td> <td>WSP</td> <td>DESIGN CLARIFICATION</td> </tr> <tr> <td>2</td> <td>5/1/18</td> <td>PMC</td> <td>WSP</td> <td>CONFORMED DRAWING</td> </tr> <tr> <td>3</td> <td>3/1/18</td> <td>PMC</td> <td>WSP</td> <td>REVISED FOR BID CHANGES</td> </tr> </table> | | | | REV. | DATE | BY | CHKD | REMARKS | 1 | 4/1/18 | PMC | WSP | DESIGN CLARIFICATION | 2 | 5/1/18 | PMC | WSP | CONFORMED DRAWING | 3 | 3/1/18 | PMC | WSP | REVISED FOR BID CHANGES | DESIGNED BY: M. WHITWORTH DRAWN BY: N. MULLIN SHEET CHECKED BY: S. UBERT CHECKED CHECKED BY: J. LIND APPROVED BY: M. WHITWORTH DATE: APRIL 2018 |
|---|--------|-----|------|--|------|----|------|---------|---|--------|-----|-----|----------------------|---|--------|-----|-----|-------------------|---|--------|-----|-----|-------------------------|--|
| REV. | DATE | BY | CHKD | REMARKS | | | | | | | | | | | | | | | | | | | | |
| 1 | 4/1/18 | PMC | WSP | DESIGN CLARIFICATION | | | | | | | | | | | | | | | | | | | | |
| 2 | 5/1/18 | PMC | WSP | CONFORMED DRAWING | | | | | | | | | | | | | | | | | | | | |
| 3 | 3/1/18 | PMC | WSP | REVISED FOR BID CHANGES | | | | | | | | | | | | | | | | | | | | |
| | | | | CITY OF FRANKLIN, TENNESSEE FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT COF CONTRACT NO. 2017-0264 | | | | | | | | | | | | | | | | | | | | |
| PROCESS AND INSTRUMENTATION DIAGRAM FLOW EQUALIZATION PUMPS | | | | PROJECT NO 14915-00594-WRF FILE NAME: 1014PID_DC.DWG SHEET NO. I-14 | | | | | | | | | | | | | | | | | | | | |

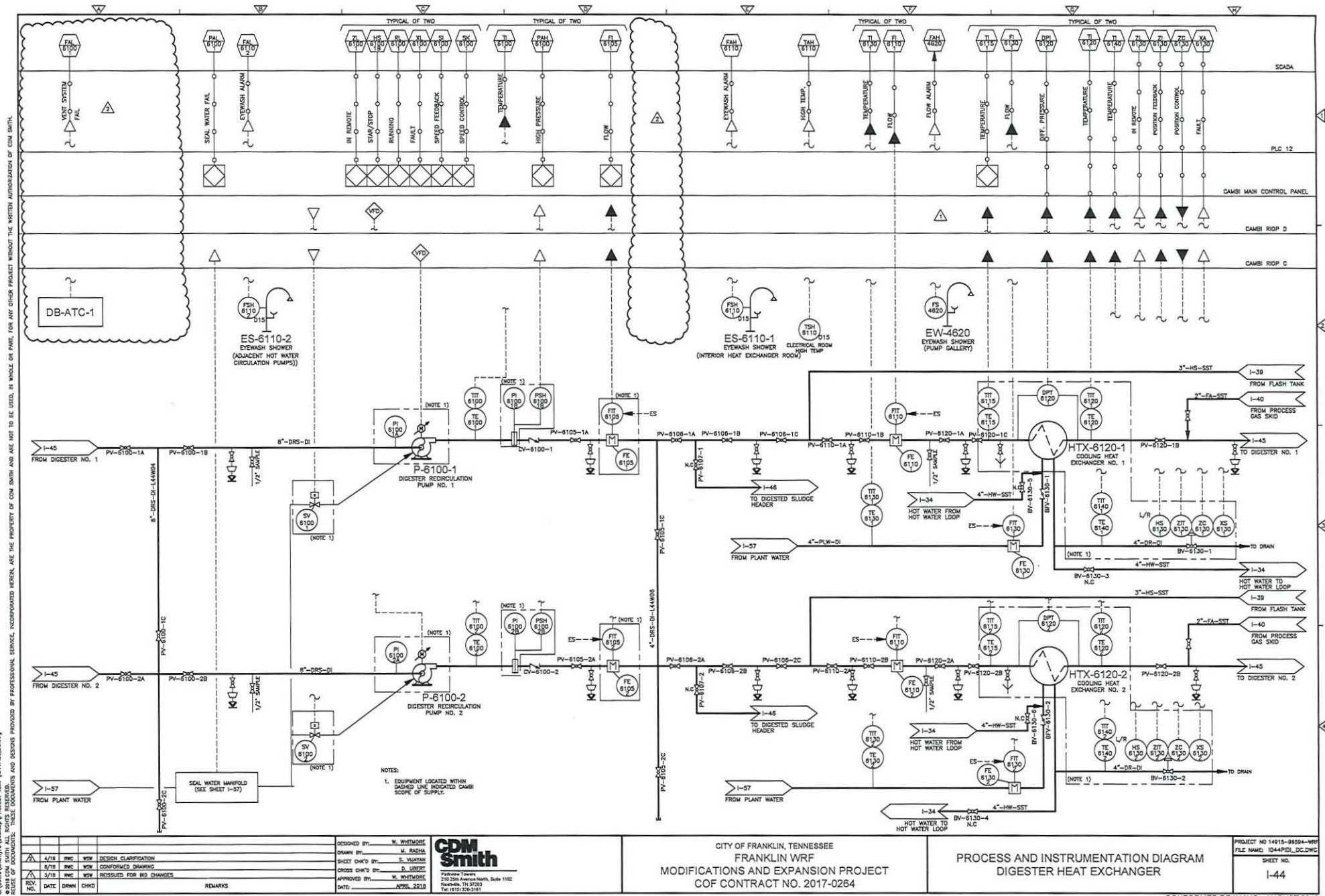
CONFORMED DRAWING - AUGUST 2018



**CDM
Smith**
Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, TN 37203
Tel: (615) 370-3561

| |
|----------------------------|
| PROJECT NO 14915-06594-WRF |
| FILE NAME: I019PIDL_DC.DWG |
| SHEET NO. |
| I-19 |

3/28/2018 (CNC-2435) Issues: 0
Last saved by: CDM Smith
C:\Users\chrisn\Documents\PROJECT\TEMP\1044PDI_DC.DWG
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CONSTRUCTION CHANGE AUTHORIZATION

TO: Mr. Steve Davis
Project Manager
Kiewit Water Facilities South
4405 International Blvd., NW,
Suite C-101
Norcross, Georgia 30093
(770) 940-8044

FROM: CDM Smith
210 25th Ave. N.
Suite 1102
Nashville, TN 37203
(615) 320-3161

DATE: July 18, 2019

PROJECT: City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project

**CCA
NUMBER:** 012

CDM SMITH PROJ. NO.: 14915-231666

SUBJECT: Equalization Tank

CITY PROJECT NO.: 2017-0264

REFERENCE: (See Below)

DESCRIPTION: Revise finished grades at the Equalization Tank as shown on Sh. C-28 and C-29(rev.) attached to accommodate locations of access doors.

CDM SMITH:

By: 

Date: 1/15/20

CONTRACTOR:

By: 

Date: 1/15/2020

City of Franklin:

By: 

Date: 1/15/20

CONSTRUCTION CHANGE AUTHORIZATION

TO: Mr. Steve Davis
Project Manager
Kiewit Water Facilities South
4405 International Blvd., NW,
Suite C-101
Norcross, Georgia 30093
(770) 940-8044

FROM: CDM Smith
210 25th Ave. N.
Suite 1102
Nashville, TN 37203
(615) 320-3161

DATE: August 14, 2019

PROJECT: City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project

CCA 20
NUMBER:

CDM SMITH PROJ. NO.: 14915-231666

SUBJECT: Waste Gas Burner
Flame Control Panel

CITY PROJECT NO.: 2017-0264

REFERENCE: (See Below)

DESCRIPTION: The submitted flame control panel (CP-6300) for the waste gas burner requires a 120V 1P power supply rather than 480V 3P shown on Sh. E-35. Provide a 20A, 120 volt single phase power supply from Panelboard LP-7 located in the Electrical Room at the Digester Building to the CP-6300 in lieu of a 480 volt 3-phase power supply from MCC-8. Delete the 1 ½" C., 3#4 & 1#8G feeder from MCC-8 to CP-6300 (Flame Control Panel). The 70A/3P circuit breaker in MCC-8 will remain as a Spare. Add a 1"C., 2#6 & 1#8G feeder from Panelboard LP-7 to CP-6300. Use a spare 20A/1P circuit breaker in Panelboard LP-7.

CDM SMITH:

By:

Date: 1/15/20

CONTRACTOR:

By: [Signature]

Date: 1/15/2020

City of Franklin:

By: Nella, Hohen

Date: 11/3/20



Request For Information

RFI Reference No: KIEWIT-RFI-000041
Status: RESP RECD

For Action: Michael Sheston, Kiewit
Steve Davis, Kiewit
Dan Harris, CDM Smith
Jon Allen, CDM Smith

For Info: Tom Lamb, CDM Smith
Jim Townsend, CDM Smith
Brian Goodwin, City of Franklin
Michelle Hatcher, City of Franklin
Neena Bilbo, City of Franklin
Abibat Ahmed, Kiewit
Stephen Reid, Kiewit

Project: Franklin WRF Modification and Expansion Project

Subject: **Huber - Stain presses level signal transmitted and operation method**

Our manufacturer, Huber Technologies Inc., would like to request clarification on the control panel level signal for the stain press equipment, Section 11335 and 13305. Please see the attached document for additional comments.

Attachments: RFI 041 - HUBER Strainpresses Level Signal Transmittal and Operation Method.htm
RFI 041 - HUBER Strainpresses Level Signal Transmittal and Operation Method.pdf

Discipline: WWEQP

Area: MULTI-AREA

Location: GEN

Proposed Solution:

As per Huber concerns to Section 13305-3.03.A.3.e.1; that the Strain presses and WAS pumps shall shut down if a WAS storage tank High-High level signal is received. Please specify if level signal should be via Ethernet or Hardware. Please advise if strain presses should stop or go on off-delay upon receiving signal.

Specification Reference: 11336 - Pressurized Solids Screening Systems

Drawing Reference: I-3, I-23, E-27

Related RFI No(s):

Schedule Impact:

Cost Impact:

Priority: M - Medium

**Originator's Reference
No :**

Alt. Reference Number:

Response Required By: 20 March 2019

RFI by: Abibat Ahmed, Kiewit
 Created By: Michael Sheston, Kiewit
 Last Edited By:

On: 05 March 2019
 On: 05 March 2019, 04:55:14 PM -06:00
 On:

01 - Engineer / Owner Comments

Upon high-high level in the WAS storage tank (I-24, Loop 1005), the sludge screens (I-23, Loop 1000) should do a normal shutdown, subject to the Strainpress Off Delay Time. This delay time should be determined by Huber. The high-high level signal should be transmitted via Ethernet. The 1"C., 2-2/C#16SH and 1"C., 12#14 & 1#12G from the CP to PLC-11 as shown on E-27 and E-30 can be replaced with just a 1"C., CAT 6 ETHERNET CABLE.

Engineer / Owner Comments by: Scott Whitmore, CDM Smith
 Created By: Jon Allen, CDM Smith
 Last Edited By: Jon Allen, CDM Smith

On: 11 March 2019
 On: 11 March 2019, 11:42:37 AM -05:00
 On: 11 March 2019, 11:42:37 AM -05:00

02 - Response Received / Closeout

Response Received / Closeout by:
 Created By:
 Last Edited By:

On:
 On:
 On:



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway
Suite 100
Alpharetta, GA 30022

October 30, 2019

To: Attn: Mr. Dan Harris

CCA-KIEWIT-00010.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: Construction Change Authorization No. 007 – Valve Tagging
Construction Change Authorization No. 009 – HVAC Remote Indication
Construction Change Authorization No. 012 – Equalization Tank
Construction Change Authorization No. 020 – Waste Gas Burner Flame Control Panel
Request for Information No. 041 – Huber Stain Presses Level Signal Transmitted and Operation Method

Dear Mr. Harris,

Kiewit is hereby providing confirmation that the above referenced Construction Change Authorizations (CCA's) and Request for Information (RFI) are NO COST CHANGES.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

cc: File
Michelle Hatcher
Brian Goodwin

CONSTRUCTION CHANGE AUTHORIZATION

TO: Mr. Steve Davis
Project Manager
Kiewit Water Facilities South
4405 International Blvd., NW,
Suite C-101
Norcross, Georgia 30093
(770) 940-8044

FROM: CDM Smith
210 25th Ave. N.
Suite 1102
Nashville, TN 37203
(615) 320-3161

DATE: August 21, 2019

PROJECT: City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project

CCA NUMBER: 22

CDM SMITH PROJ. NO.: 14915-231666

SUBJECT: Combustible Gas Monitor

CITY PROJECT NO.: 2017-0264

REFERENCE: (See Below)

DESCRIPTION: Per Engineer's response to RFI No. 131 (att.), delete combustible gas detector AE/AIT-450 and associated wiring, provide a credit proposal for Owner review.

CDM SMITH:

By:

Date:

CONTRACTOR:

By:

Date:

City of Franklin;

By:

Date:



Request For Information

RFI Reference No: KIEWIT-RFI-000131
Status: RESP RECD

For Action: Michael Sheston, Kiewit
Steve Davis, Kiewit
Dan Harris, CDM Smith
Jon Allen, CDM Smith

For Info: Tom Lamb, CDM Smith
Jim Townsend, CDM Smith
Brian Goodwin, City of Franklin
Michelle Hatcher, City of Franklin
Neena Bilbo, City of Franklin
Susan Hagen, Kiewit
Corbin Coker, Kiewit
Tim Roberson, Wayne J. Griffin
Sarah Moore, Wayne J. Griffin
Nick Young, Wayne J. Griffin
Jonathan Johnson, Control Instruments, Inc.

Project: Franklin WRF Modification and Expansion Project

Subject: **Combustible Gas Detectors AIT 155-5 & 450**

Spec Section 13340, 2.22.D. lists AE/AIT 155-5 (Grit Outlet Channel) and AE/AIT 450 (EQ Odor Control). AE/AIT 155-5 is not shown on I-13, E-60 or 61. AE/AIT 450 is shown on I-17 but not on E-79. Please clarify location of these detectors.

Attachments: Combustible Gas Detectors AIT 155-5 & 450.htm
RFI131 - Combustible Gas Detectors AIT 155-5 450.pdf

Discipline: E&I

Area: MULTI-AREA

Location: NEW

Proposed Solution:

Specification Reference: 13340 - Instrumentation and Controls – Instruments

Drawing Reference: I-13 & 17, E-60, 61, 79

Related RFI No(s):

Schedule Impact:

Cost Impact:

Priority: M - Medium

Originator's Reference No :

Alt. Reference Number:

Response Required By: 15 August 2019

RFI by: Corbin Coker, Kiewit

On: 01 August 2019

Created By: Corbin Coker, Kiewit

On: 01 August 2019, 11:23:53 AM
-05:00

Last Edited By:

On:

01 - Engineer / Owner Comments

See attached Electrical Drawing E-61 with the location of combustible gas detector AE/AIT-155-5. The AE sensor shall be located in the grit channel space below the 2' x 2' hatch. Use Circuit #37, Spare 20A/1P circuit breaker, in Panelboard LP-HW.

The combustible gas detector (AE/AIT-450) is not required at the Equalization Odor Control in accordance with the NFPA 820 hazardous area classification sited on Electrical Drawing E-79. Provide credit proposal for removal of combustible gas detector.

Attachments: Drawing E-61 (attachment to RFI 131 Response).pdf

Engineer / Owner
Comments by: John Sanchez, CDM Smith

On: 20 August 2019

Created By: Jon Allen, CDM Smith

On: 20 August 2019, 03:37:25 PM
-05:00

Last Edited By: Jon Allen, CDM Smith

On: 20 August 2019, 03:37:25 PM
-05:00

02 - Response Received / CloseoutResponse
Received / Closeout
by:

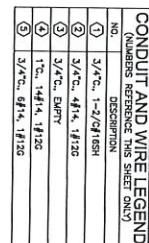
On:

Created By:

On:

Last Edited By:

On:



NOTE:

1. NOT ALL EXPLOSION PROOF CONDUIT SEAL FITTINGS SHOWN. PROVIDE EXPLOSION PROOF CONDUIT SEAL FITTINGS PER NEC FOR THE NOTED CLASSIFIED AREA.



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

October 28, 2019

To: Attn: Mr. Dan Harris

CCA-KIEWIT-00009.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: RE. CCA 022 – Delete Combustible Gas Monitor AE/AIT-450

Dear Mr. Harris,

Attached you will find Kiewit's credit proposal for **CCA 022 – Delete Combustible Gas Monitor AE/AIT-450**. Kiewit offers a credit of **One Thousand Seven Hundred Fifty-Four Dollars (\$1,754.00)**.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

cc: File
Michelle Hatcher



PCO NO.:

PREPARED BY: Michael Sheston

| DESCRIPTION | QTY | UNIT | MH Per Unit | Total MH | DIRECT LABOR | | INDIRECT LABOR | | MATERIAL | | CONST. EQUIPMENT | | SUBCONTRACT | | OTHER | | TOTAL AMOUNT |
|--|------|------|-------------|----------|--------------|------------|----------------|------------|-----------|------------|------------------|------------|---------------|---------------|-----------|------------|---------------|
| | | | | | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | |
| CCA 022 - Combustible Gas Monitor | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| Control Instruments, Inc. | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| Delete Combustible Gas Detector AE/AIT-450 | 1.00 | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ (1,670.00) | \$ (1,670.00) | \$ - | | \$ (1,670.00) |
| Wayne J. Griffin Electric Inc. | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| Associated wiring | 1.00 | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| OTHER | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| STS - small tools, consumables, safety equip, (5% of direct labor, plus 9.75% sales tax: Formula = Total Direct Labor Subtotal *.05 * 1.0925) | 1 | MHR | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| TAX: (9.75% of Material, Equipment, Other) | | | | | | | | | | | | | | | | | \$ - |
| BOND (2% of total) | | | | | | | | | | | | | | | | | \$ - |
| SUBTOTALS | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ (1,670.00) | | \$ - | | \$ (1,670.00) |
| MARKUP % | | | | | 15.00% | | 15.00% | | 15.00% | | 15.00% | | 5.00% | | 15.00% | | \$ (83.50) |
| SUBTOTALS WITH MARKUPS APPLIED | | | | | | | | | | | | | \$-1,753.50 | | | | \$-1,753.50 |
| BOND | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | \$-1,754.00 |



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FLORIDA OPERATIONS OFFICE:
23 DILLINGHAM AVENUE, STE. A
KISSIMMEE, FL 34741
PHONE: 404/351-1085

FIELD OFFICES: Georgia
Florida
Tennessee

August 28, 2019

Kiewit Infrastructure South Co.
4405 International Blvd, NW
Suite C-101
Norcross, GA 30093

Attn: Corbin Coker

PROJECT: FRANKLIN WRF MODIFICATIONS & EXPANSION PROJECT
OWNER: CITY OF FRANKLIN, TN
ENGINEER: CDM SMITH, INC.
CONTRACT: 103925-SC-004
KIEWIT JOB NO.: 103925
C2i JOB NO: 09181015

Subject: Deletion of Gas Detector AE/AIT-450

Dear Corbin,

As requested C2i can offer a credit of \$1,670.00 for the deletion of the Combustible Gas Detector AE/AIT-450.

If you have any questions, please let us know.

Sincerely,

Mark G. Healey
CONTROL INSTRUMENTS, INC./C2i
MGH/dd

Cc: Jonathon Johnson, Sue Adams – C2i

| Ln# | Item | Qty | Price | Ext. Price |
|-----|--|-------|------------|-------------|
| 5 | 4544371 Draeger 8344500 - Consisting of: Base Transmitter: 4544371 Polytron 5310, d A relay Aluminum body with relays, IR Stick sensor included; Housing material: Aluminum; Relay configuration: With Alarm Relays. | 10.00 | \$1,617.00 | \$16,170.00 |

Steven.Davis1

From: Timothy Roberson <troberson@WJGEI.com>
Sent: Tuesday, August 27, 2019 2:45 PM
To: Steven.Davis1; Jonathan Johnson
Cc: Corbin.Coker; Susan.Hagen2
Subject: [EXTERNAL] RE: Franklin WRF - CCA 22 - Combustible Gas Monitor

Steven

The work in the RFI 131 and CCA 22, will be a wash for Griffin Electric, and no additional cost to us.

Thanks,

Timothy Roberson
Project Manager
Wayne J. Griffin Electric, Inc.
(774)-292-1614

From: Steven.Davis1 [mailto:Steven.Davis1@kiewit.com]
Sent: Monday, August 26, 2019 8:25 AM
To: Jonathan Johnson <jjohnson@c2iinc.com>; Timothy Roberson <troberson@WJGEI.com>
Cc: Corbin.Coker <Corbin.Coker@Kiewit.com>; Susan.Hagen2 <Susan.Hagen2@kiewit.com>
Subject: Franklin WRF - CCA 22 - Combustible Gas Monitor

***Note:** This email originated outside Wayne J. Griffin Electric. Use caution with replies, links and attachments. Please forward any suspicious looking email to spamcatcher@wjgei.com.*

Jonathan/Tim,

I have attached Construction Change Authorization No. 022 – Combustible Gas Monitor.

Please provide credit proposal for Combustible Gas Detector and associated wiring as required by September 6, 2019.

Thank you,



Steve Davis
Project Manager

Kiewit Water Facilities South
4800 North Point Parkway, Suite 100, Alpharetta, GA 30022
678-794-2121 cell
kiewit.com

CONSTRUCTION CHANGE AUTHORIZATION

| | |
|---|---|
| TO: Mr. Steve Davis Project Manager Kiewit Water Facilities South 4405 International Blvd., NW, Suite C-101 Norcross, Georgia 30093 (770) 940-8044 | FROM: CDM Smith 210 25 th Ave. N. Suite 1102 Nashville, TN 37203 (615) 320-3161 |
| DATE: August 21, 2019 | |
| PROJECT: City of Franklin, Tennessee Franklin WRF Modifications & Expansion Project | |
| CCA NUMBER: 22 | CDM SMITH PROJ. NO.: 14915-231666 |
| SUBJECT: Combustible Gas Monitor | CITY PROJECT NO.: 2017-0264 |
| REFERENCE: (See Below) | |

DESCRIPTION: Per Engineer's response to RFI No. 131 (att.), delete combustible gas detector AE/AIT-450 and associated wiring, provide a credit proposal for Owner review.

CDM SMITH:

CONTRACTOR:

By: _____

By: _____

Date: _____

Date: _____

City of Franklin:

By: _____

Date: _____



Request For Information

RFI Reference No: KIEWIT-RFI-000131

Status: RESP RECD

For Action: Michael Sheston, Kiewit
Steve Davis, Kiewit
Dan Harris, CDM Smith
Jon Allen, CDM Smith

For Info: Tom Lamb, CDM Smith
Jim Townsend, CDM Smith
Brian Goodwin, City of Franklin
Michelle Hatcher, City of Franklin
Neena Bilbo, City of Franklin
Susan Hagen, Kiewit
Corbin Coker, Kiewit
Tim Roberson, Wayne J. Griffin
Sarah Moore, Wayne J. Griffin
Nick Young, Wayne J. Griffin
Jonathan Johnson, Control Instruments, Inc.

Project: Franklin WRF Modification and Expansion Project

Subject: **Combustible Gas Detectors AIT 155-5 & 450**

Spec Section 13340, 2.22.D. lists AE/AIT 155-5 (Grit Outlet Channel) and AE/AIT 450 (EQ Odor Control). AE/AIT 155-5 is not shown on I-13, E-60 or 61. AE/AIT 450 is shown on I-17 but not on E-79. Please clarify location of these detectors.

Attachments: Combustible Gas Detectors AIT 155-5 & 450.htm
RFI131 - Combustible Gas Detectors AIT 155-5 450.pdf

Discipline: E&I **Area:** MULTI-AREA **Location:** NEW

Proposed Solution:

Specification Reference: 13340 - Instrumentation and Controls – Instruments

Drawing Reference: I-13 & 17, E-60, 61, 79

Related RFI No(s):

Schedule Impact:

Cost Impact:

Priority: M - Medium

Originator's Reference

No :

Alt. Reference Number:

Response Required By: 15 August 2019

| | | |
|-----------------|----------------------|---|
| RFI by: | Corbin Coker, Kiewit | On: 01 August 2019 |
| Created By: | Corbin Coker, Kiewit | On: 01 August 2019, 11:23:53 AM -05:00 |
| Last Edited By: | | On: |

01 - Engineer / Owner Comments

See attached Electrical Drawing E-61 with the location of combustible gas detector AE/AIT-155-5. The AE sensor shall be located in the grit channel space below the 2' x 2' hatch. Use Circuit #37, Spare 20A/1P circuit breaker, in Panelboard LP-HW.

The combustible gas detector (AE/AIT-450) is not required at the Equalization Odor Control in accordance with the NFPA 820 hazardous area classification sited on Electrical Drawing E-79. Provide credit proposal for removal of combustible gas detector.

Attachments: Drawing E-61 (attachment to RFI 131 Response).pdf

| | | |
|----------------------------------|-------------------------|---|
| Engineer / Owner Comments by: | John Sanchez, CDM Smith | On: 20 August 2019 |
| Created By: | Jon Allen, CDM Smith | On: 20 August 2019, 03:37:25 PM -05:00 |
| Last Edited By: | Jon Allen, CDM Smith | On: 20 August 2019, 03:37:25 PM -05:00 |

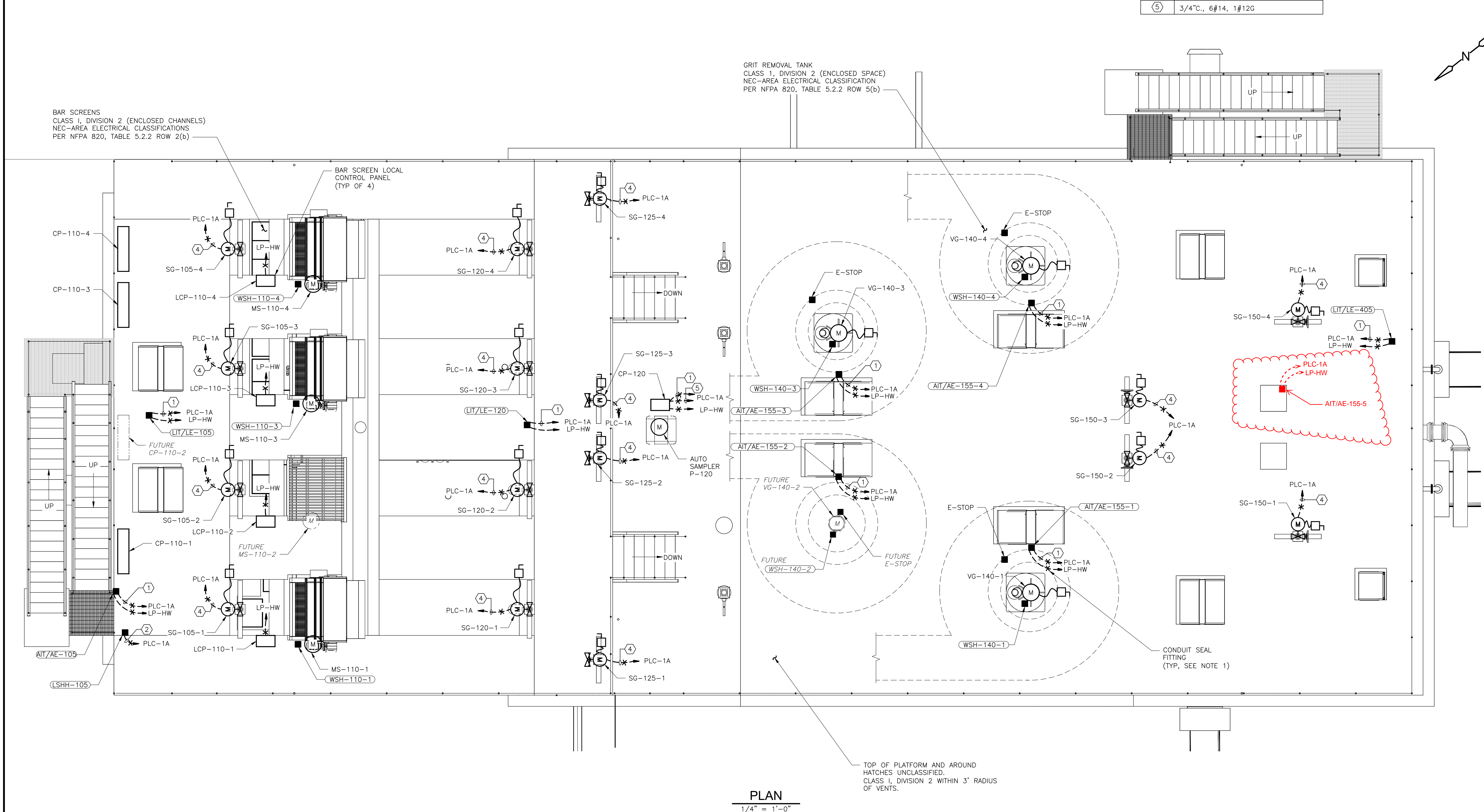
02 - Response Received / Closeout

| | |
|--|-----|
| Response Received / Closeout by: | On: |
| Created By: | On: |
| Last Edited By: | On: |

| CONDUIT AND WIRE LEGEND | |
|-------------------------------------|---------------------|
| (NUMBERS REFERENCE THIS SHEET ONLY) | |
| NO. | DESCRIPTION |
| ① | 3/4"C., 1-2/C#16SH |
| ② | 3/4"C., 4#14, 1#12G |
| ③ | 3/4"C., EMPTY |
| ④ | 1"C., 14#14, 1#12G |
| ⑤ | 3/4"C., 6#14, 1#12G |

NOTE:

1. NOT ALL EXPLOSION PROOF CONDUIT SEAL FITTINGS SHOWN. PROVIDE EXPLOSION PROOF CONDUIT SEAL FITTINGS PER NEC FOR THE NOTED CLASSIFIED AREA.



CONSTRUCTION CHANGE AUTHORIZATION

TO: Mr. Steve Davis
Project Manager
Kiewit Water Facilities South
4405 International Blvd., NW,
Suite C-101
Norcross, Georgia 30093
(770) 940-8044

FROM: CDM Smith
210 25th Ave. N.
Suite 1102
Nashville, TN 37203
(615) 320-3161

DATE: September 16, 2019

PROJECT: City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project


CCA NUMBER: 026 **CDM SMITH PROJ. NO.:** 14915-231666

SUBJECT: Reclaimed Water Pump Station **CITY PROJECT NO.:** 2017-0264

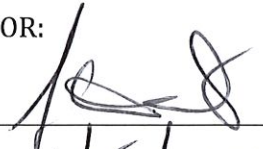
REFERENCE: (See Below)

DESCRIPTION: Revise dimensions of 4' 0" x 4' 0" and 2' 6" x 2' 6" hatches in the Headworks top level to 5' 0" x 5' 0" and 3' 0" x 3' 0", respectively, typ. 2 locations each, see revised Sh. S-4 (att.) for clarification.

CDM SMITH:

By: 
Date: 11/15/20

CONTRACTOR:

By: 
Date: 11/15/2020

City of Franklin:

By: 
Date: 11/15/20



Kiewit Infrastructure South Co.
4800 North Point Parkway
Suite 100
Alpharetta, GA 30022

October 30, 2019

To: Attn: Mr. Dan Harris

CCA-KIEWIT-00014.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: Construction Change Authorization No. 026 – Headworks Access Hatches Rev. 1

Dear Mr. Harris,

Kiewit is hereby submitting a revised cost proposal for Construction Change Authorization No. 026 – Headworks Access Hatches in the amount of **Five Thousand Two Hundred Ten Dollars (\$5,210)**. The proposal includes the material cost increase for changing 2 EA. 2'-6" X 2'-6" Access Hatches to 3'-0" X 3'-0" and 2 EA. 4'-0" X 4'-0" Access Hatches to 5'-0" X 5'-0". Kiewit has not included any changes in the cost for installation.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

cc: File
Michelle Hatcher
Brian Goodwin

CCA NO. 026: Headworks Access Hatches

PREPARED BY: Steve Davis

[illegible]

ATTACHMENT A

Credit per CCA 026

Scope of Work

| Item | Description | Quantity | Unit of Measure | Unit Price | Total |
|------|---|----------|-----------------|-------------|---------------------|
| 1 | 36" x 72" Aluminum Floor Door Hatch | 4.00 | EA | \$ 1,802.00 | \$ 7,208.00 |
| 2 | 48" x 48" Aluminum Floor Door Hatch | 4.00 | EA | \$ 1,503.00 | \$ 6,012.00 |
| 3 | 30" x 30" Aluminum Floor Door Hatch | 2.00 | EA | \$ 887.00 | \$ 1,774.00 |
| 4 | 30" x 36" Aluminum Floor Door Hatch | 2.00 | EA | \$ 926.00 | \$ 1,852.00 |
| 5 | 24" x 24" Aluminum Floor Door Hatch | 2.00 | EA | \$ 811.00 | \$ 1,622.00 |
| | | | | | |
| | Total Contract Price (without Taxes) | | | | \$ 18,468.00 |

1.0 General Description of the "Work": Seller shall fabricate, furnish and deliver Access Floor Door Hatches in accordance with the Contract Documents and the Following.

1. FURNISH SECTIONS: Specifications Section 05500 – Miscellaneous Metals complete per plans, specifications, and addenda [Addenda 1-6];

Also includes in addition to the above, any other applicable and/or related specification sections, including but not limited to: Division 00, Division 1 General Requirements.

2.0 Including But Not Limited to:

1. The Unit Prices are firm for the duration of the Project including escalation.
2. Seller will provide 0% of the Seller's total contract dollar value in DBE participation.
3. Material is not exempt from sales or use taxes.
4. **Industrial Machinery Sales and Use Tax Exemption Certificate – Attachment C-3 (per Specification Section 00800 Supplementary Conditions Article SC-6.10A).** Sales and Use Tax Exemption Certificate will be provided for the Project by the Contractor.
5. Seller agrees to assign to Owner at the time of Substantial Completion of the Work, all manufacturer's warranties relating to the Work.
6. Seller shall provide Aluminum Floor Door Hatches as called out in the above scope of work.

3.0 Exclusions:

1. Installation

4.0 Schedule of Work:

2. All Material and equipment delivery schedules shall be coordinated with the Contractor prior to shipment and Seller shall provide a minimum of 72 hours advance notice of all deliveries.
3. Access Hatches shall be available for delivery to site by July 1, 2019.

**(Corporate Offices)**

80 Little Falls Road
Fairfield, NJ 07004
Tel: (973) 575.5120
Fax: (973) 575.5160
Email: info@acudor.com

(Western Region)

4216 North Pecos Rd., Suite 104
Las Vegas, NV 89115
Tel: (702) 644.8710
Fax: (702) 644.8720
Email: LVsales@acudor.com

Sales Order

SO#SO30166

Date:10/8/2019

Cust No.: KIEW.FWRF**Bill To**

Kiewit Infrastructure South Co.
4405 International Blvd. NW
Suite C-101
Norcross GA 30093
United States

Ship To

Cody Prange/Zach Taylor
Kiewit Infrastructure South Co.
135 Claude Yates Drive
(Delivery Appt 72 Hr Required)
Franklin TN 37064
United States
(769) 232-6631

TOTAL**\$22,748.00**

| Shipping Method | Location | Terms | Sales Rep |
|-----------------|----------|-------------|-----------|
| TRUCK | 4 | Net 60 Days | JM John |

| Est. Ship Date | Ordered by | Phone | PO # | Resale Number |
|----------------|---------------------------------|----------------|---------------|---------------|
| 12/25/2019 | Cody Prange & Zachary Taylor | (678) 794-2121 | 103925-MC-059 | |

| Qty | Committed | BO | Item | List Price | Price Level | Rate | Amount |
|-----|-----------|----|---|------------|-------------|------------|------------|
| 4 | 0 | 4 | FC3003672 FC-300 36" x 72" Alum Floor Door Channel Frame With Drain Double Leaf - Spring Assisted Hinged On Opposite Short Sides Slamlock; Auto Hold-Open Arms 300#/Sq Ft Loading Double Hinged Safety Grates Bit Paint On Frame As Per Dwg #1000089994 Rev-0 | | | \$1,802.00 | \$7,208.00 |
| 2 | 0 | 2 | FC3004848 FC-300 48" x 48" Alum Floor Door Channel Frame With Drain Single Leaf - Spring Assisted Slamlock; Auto Hold-Open Arms 300#/Sq Ft Loading Double Hinged Safety Grates Bit Paint On Frame As Per Dwg #1000087417 Rev-0 | | | \$1,503.00 | \$3,006.00 |
| 2 | 0 | 2 | FC3003030 FC-300 30" x 30" Alum Floor Door Channel Frame With Drain Single Leaf - Spring Assisted Slamlock; Auto Hold-Open Arms 300#/Sq Ft Loading Single Hinged Safety Grate Bit Paint On Frame As Per Dwg #1000087420 Rev-0 | | | \$887.00 | \$1,774.00 |



SO30166



(Corporate Offices)
80 Little Falls Road
Fairfield, NJ 07004
Tel: (973) 575.5120
Fax: (973) 575.5160
Email: info@acudor.com

(Western Region)
4216 North Pecos Rd., Suite 104
Las Vegas, NV 89115
Tel: (702) 644.8710
Fax: (702) 644.8720
Email: LVsales@acudor.com

Sales Order

SO#SO30166

Date:10/8/2019

Cust No.: KIEW.FWRF

| Qty | Committed | BO | Item | List Price | Price Level | Rate | Amount |
|-----|-----------|----|---|------------|-------------|------------|------------|
| 2 | 0 | 2 | FC3003036 FC-300 30" x 36" Alum Floor Door Channel Frame With Drain Single Leaf - Spring Assisted Slamlock; Auto Hold-Open Arms 300#/Sq Ft Loading Single Hinged Safety Grate Bit Paint On Frame As Per Dwg #100013157 Rev-0 | | | \$926.00 | \$1,852.00 |
| 2 | 0 | 2 | FC3006060 FC-300 60" x 60" Alum Floor Door Channel Frame With Drain Single Leaf - Spring Assisted Slamlock; Auto Hold-Open Arms 300#/Sq Ft Loading Double Hinged Safety Grates Bit Paint On Frame As Per Dwg #1000136003 Rev-0 | | | \$3,241.00 | \$6,482.00 |
| 2 | 0 | 2 | FC3003636 FC-300 36" x 36" Alum Floor Door Channel Frame With Drain Single Leaf - Spring Assisted Slamlock; Auto Hold-Open Arms 300#/Sq Ft Loading Single Hinged Safety Grate Bit Paint On Frame As Per Dwg #1000135995 Rev-0 | | | \$1,213.00 | \$2,426.00 |

Add per CCA 026

Memo: Submittals for current quantity & sizes submitted with this sales order confirmation (10/8/2019).

Subtotal \$22,748.00

Shipping Cost \$0.00

Tax Total (%) \$0.00

Total \$22,748.00

Customer Message: For Change Order# 1:
Eliminate (2) Two 36x72 at \$ 1,802.00 Ea.
Eliminate (2) Two 48x48 at \$ 1,503.00 Ea.
Add (2) Two 60x60 at \$ 3,241.00 Ea.
Add (2) Two 36x36 at \$ 1,213.00 Ea.
This change increases total by \$ 4,280.00
from \$ 18,468.00 to new value of \$ 22,748.00



SO30166



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

August 13, 2019

Mr. Steve Davis
Kiewit Infrastructure South Co.
4405 International Blvd NW, Suite C-101
Norcross, GA 30093

Subject: Franklin WRF Expansion Project
Request for Proposal (RFP) No. 4

Dear Mr. Davis;

Submittal D-11300-001-A (Jet Mixing System) was returned Approved as Noted/Resubmit on August 12, 2019 with approval contingent upon receipt of an acceptable credit proposal for the reduced motor starter, feeder conductor and disconnect switch sizes for the proposed 47HP motor. Please provide your proposal for this revision.

Feel free to contact me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris", with a stylized flourish at the end.

Daniel A. Harris, PMP, CCM, LEED GA
Project Manager
CDM Smith

cc: Brian Goodwin, City of Franklin
File 231666.05.02.10





Kiewit

Kiewit Infrastructure South Co.
4405 International Blvd., NW, Suite C-101
Norcross, GA 30093

September 13, 2019

To: Attn: Mr. Dan Harris

RFP-CDM-00001.01

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: Request for Proposal (RFP) No. 04 – Jet Mixing System

Dear Mr. Harris,

Kiewit is submitting a credit proposal in the amount of **Twenty-Seven Thousand Four Hundred Dollars (\$27,471.00)** based upon the above reference RFP. The credit proposal is for the electrical changes required to reduce the Jet Mixing Pump motors from 100hp to 47hp. The credit is offered on the wire and the disconnects to the motors from the MCC. The wire is being decreased in size from 250- MCM to #2. There is an add on changing the motor starter to work with the 47hp motor, as these MCC sections are currently built.

This change was discussed verbally with Dan Harris on September 11, 2019 and Kiewit received verbal approval to proceed at that time due to the potential of impacts to shipping and reduction of the credit proposal amount.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,



Steve Davis
Project Manager

cc: File
Michelle Hatcher
Brian Goodwin



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

August 13, 2019

Mr. Steve Davis
Kiewit Infrastructure South Co.
4405 International Blvd NW, Suite C-101
Norcross, GA 30093

Subject: Franklin WRF Expansion Project
Request for Proposal (RFP) No. 4

Dear Mr. Davis;

Submittal D-11300-001-A (Jet Mixing System) was returned Approved as Noted/Resubmit on August 12, 2019 with approval contingent upon receipt of an acceptable credit proposal for the reduced motor starter, feeder conductor and disconnect switch sizes for the proposed 47HP motor. Please provide your proposal for this revision.

Feel free to contact me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris", with a stylized flourish at the end.

Daniel A. Harris, PMP, CCM, LEED GA
Project Manager
CDM Smith

cc: Brian Goodwin, City of Franklin
File 231666.05.02.10



RFP No. 04 - Jet Mixing System

PREPARED BY: Steve Davis

[illegible]



WAYNE J.
GRIFFIN ELECTRIC
INC.

September 12, 2019

VIA EMAIL ONLY: Steven.Davis1@kiewit.com

Mr. Steven Davis, Project Manager
Kiewit
135 Claude Yates Drive
Franklin, TN 37064

RE: Job #6198 - Franklin WRF Mods and Exp, Franklin, TN
Proposal #11

Dear Mr. Davis:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

DESCRIPTION OF WORK:

This proposal is for the electrical changes required to reduce the Jet Mixing Pump Motors from 100hp to 47hp. Credit is offered on the wire and the disconnects to the motors from the MCC. The wire is being decreased in size from 250 MCM to #2. There is an add on changing the motor starter to work with the 47 HP motor, as these MCC sections are built at this time. This price is only good until September 13, 2019, as it will affect shipping after this date.

| | |
|------------------|--------------------|
| Material | \$ (21,536.17) |
| Tax on Materials | 58.50 |
| Labor | (4,685.52) |
| Total | \$ (26,163.19) |

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us.

Corporate Headquarters:

116 Hopping Brook Road
Holliston, MA 01746
Phone: (508) 429-8830
Fax: (508) 429-7825

Regional Offices:

296 Cahaba Valley Parkway
Pelham, AL 35124
Phone: (205) 733-8848
Fax: (205) 733-8107

1950 Evergreen Boulevard
Suite 300
Duluth, GA 30096
Phone: (678) 417-9377
Fax: (678) 417-9373

2310 Presidential Drive
Suite 101
Durham, NC 27703
Phone: (919) 627-9724
Fax: (919) 627-9727

9801-C Southern Pine Boulevard
Charlotte, NC 28273
Phone: (704) 522-3851
Fax: (704) 522-3856

The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (205) 733-8848 ext. 6175, or troberson@wjgei.com.

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Timothy R. Roberson
Project Manager

TRR/kam

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

cc: Corbin Coker, Engineer, Kiewit, Corbin.Coker@Kiewit.com
Calvin Mize, Regional Manager, Wayne J. Griffin Electric, Inc.
Sarah Moore, Project Engineer, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0011, Change to 47 HP Motors for Jet Mixing
Date: 9/11/2019
Project Name: Franklin WRF Mods and Exp
Project Number: 06198-00-18
Page Number: 1

Work Description

This proposal is for the electrical changes required to reduce the Jet Mixing Pump Motors from 100hp to 47hp. Credit is offered on the Wire and the disconnects to the motors from the MCC. The wire is being decreased in size from 250 MCM to #2. There is an add on changing the motor starter to work with the 47 hp motor, as these MCC sections are built at this time. This price is only good til 9/13/2019, as it will affect shipping after this date.

Itemized Breakdown

| Description | Qty | Net Price | UM | Materials (\$) | Labor | Total Hours |
|---------------------------------------|-----------|------------|-----|-------------------|-------|---------------|
| As Builts | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 0.000 |
| Cleanup | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 0.000 |
| Tools | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 0.000 |
| Field Safety/JHA | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 0.000 |
| Supervision | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 0.000 |
| Project Controls | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 0.000 |
| CHANGE TO 100A DISCONNECT | -1.00 | 1,400.0000 | LO | -1,400.000 | 0.000 | 0.000 |
| CHANGE MCC STARTERS TO 47 HP | 1.00 | 2,000.0000 | LO | 2,000.000 | 0.000 | 0.000 |
| #6 XHHW COPPER WIRE | 1,597.00 | 0.5546 | FT | 885.700 | 0.006 | 9.582 |
| #2 XHHW COPPER WIRE | 4,791.00 | 1.1947 | FT | 5,723.810 | 0.010 | 45.515 |
| 4/0 XHHW COPPER WIRE | -1,597.00 | 3.7981 | FT | -6,065.570 | 0.022 | -34.815 |
| #250 USE-RHH-RHW STRANDED COPPER WIRE | -4,791.00 | 4.7339 | FT | -22,680.110 | 0.018 | -86.238 |
| Totals | | | | -21,536.17 | | -65.96 |
| Tax | | | | 58.50 | | |
| Materials with | | | | -21,477.67 | | |

Summary

| | | | |
|---------------------------------|--------------------------------|-----------|---------------------|
| Itemized Breakdown Total | | | -21,477.67 |
| Elect. Journeyman | (-65.9561 hrs @ \$71.04 / hr) | -4,685.52 | |
| | | | -4,685.52 |
| Total | | | -\$26,163.19 |



Kiewit

Kiewit Infrastructure South Co.
4405 International Blvd., NW, Suite C-101
Norcross, GA 30093

September 30, 2019

To: Attn: Mr. Dan Harris

GC-KIEWIT-00023.04

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: Softened Water Storage Tank Proposal

Dear Mr. Harris,

Kiewit received the response to Request for Information (RFI) 021 on January 11, 2019, which requested a credit proposal for reduced labor costs associated with field assembly and coating to cover extended engineering costs to the City of Franklin. Kiewit has evaluated the costs associated with changing the Softened Water Storage Tank from a bolted steel tank to a pre-fabricated tank and proposes the City a net credit of **Seventy-One Thousand Fourteen Dollars (\$71,014.00)**. A detailed cost estimate along with supporting documentation for the change in Contract Sum has been attached to this correspondence.

No change to the Contract Schedule will be made.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

cc: File
Michelle Hatcher
Brian Goodwin



PCO NO.: Softened Water Storage Tanks

PREPARED BY: Steve Davis

| DESCRIPTION | QTY | UNIT | MH Per Unit | Total MH | DIRECT LABOR | | INDIRECT LABOR | | MATERIAL | | EQUIPMENT | | SUBCONTRACT | | OTHER | | TOTAL AMOUNT |
|--|-------|------|-------------|----------|--------------|------------|----------------|------------|-------------|------------|-----------|------------|----------------|-------------|-----------|------------|--------------|
| | | | | | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | |
| RFI 021 - Softened Water Storage Tank | | | | | | | | | | | | | | | | | |
| INITIAL COST of (2) Bolted Softened water storage tanks | | | | | | | | | | | | | | | | | |
| Tarsco Subcontract | 1.00 | LS | | | | | | | | | | | (\$117,603.00) | (\$117,603) | | | (\$117,603) |
| REVISED COST of (2) Welded Softened water storage tanks | | | | | | | | | | | | | | | | | |
| National Storage Tank, Inc. Material Cost (Tax Exempt) | 1.00 | LS | | | | | | | \$40,017.86 | \$40,018 | | | | | | | \$40,018 |
| Kiewit Supervision - Foreman | 1.00 | LS | 30.00 | 30.00 | \$70.42 | \$2,113 | | | | | | | | | | | \$2,113 |
| Kiewit Direct Labor - Boilermaker (1) | 1.00 | LS | 30.00 | 30.00 | \$61.06 | \$1,832 | | | | | | | | | | | \$1,832 |
| Kiewit Direct Labor - Laborer (2) | 1.00 | LS | 60.00 | 60.00 | \$36.13 | \$2,168 | | | | | | | | | | | \$2,168 |
| Kiewit Direct Labor - Crane/Forklift Operator | 1.00 | LS | 15.00 | 15.00 | \$46.45 | \$697 | | | | | | | | | | | \$697 |
| Tadano GR-800XL-1 Crane | 5.00 | HR | | | | | | | | | \$146.18 | \$731 | | | | | \$731 |
| Forklift | 10.00 | HR | | | | | | | | | \$60.00 | \$600 | | | | | \$600 |
| JLG 51-60' Aerial Lift | 10.00 | HR | | | | | | | | | \$45.21 | \$452 | | | | | \$452 |
| F-250 Crew Pickup | 30.00 | HR | | | | | | | | | \$24.71 | \$741 | | | | | \$741 |
| **Construction Equipment Ownership & Operating Costs are based on Blue Book FHWA Rates.(See attached) | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | |
| STS - small tools, consumables, safety equip, (5% of direct labor, plus 9.75% sales tax: Formula = Total Direct Labor Subtotal *.05 * 1.0975) | | | | | | 6,809 | | | | | | | | | | 340.45 | 340.45 |
| TAX: (9.75% of Material, Equipment, Other) | | | | | | | | | | | | \$246.12 | | | | \$33.19 | \$279.31 |
| BOND (2% of total) | | | | | | | | | | | | | | | | | |
| SUBTOTALS | | | | 135.00 | | \$6,809 | | | | \$40,018 | | \$2,770 | | (\$117,603) | | \$374 | (\$67,632) |
| MARKUP % | | | | | | | | | | | | | | | | 5.00% | (\$3,382) |
| SUBTOTALS WITH MARKUPS APPLIED | | | | | | | | | | | | | | | | | (\$71,014) |
| BOND | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | (\$71,014) |

Quote Number: 1806055-B2

A - Tank Description

Two (2) New 8.59 Feet Width X 13.58 Feet Height Carbon Steel Water Storage Tank

- ☒ Product being stored - Softened Water
- ☒ Total Nominal Capacity - 5,887 Gallons
- ☒ Usable volume of approximately - 5,454 Gallons
- ☒ Specific Gravity - 1.0
- ☒ 12 Inches Freeboard
- ☒ Deck Type - 2:12 Roof (Comp/Tension Ring)
- ☒ Floor Type - Flat Steel Floor
- ☒ Construction Type - Bolted
- ☒ Wage Type - Prevailing Wage

Accessories included:

- | | |
|---|-----------------------------------|
| 3 - 4" Flange | 1 - Hilti Anchor Bolts & Saddles |
| 4 - 1 1/2" Half Coupling | 1 - 24" Manway |
| 1 - 24" Roof Access Hatch | 2 - Potter Switch (Water Level) |
| 1 - Ground Lug(s) | 1 - Center Vent |
| 1 - Caged Ladder Assembly w/ Safety Gate(s) | 1 - Ladder Safety Gate |
| 1 - Encapsulated Nut | 1 - Fiber Board and Poly Sheeting |
| 1 - 1.5" Flange | 6 - 6" pipe brackets |
| 6 - 8" pipe brackets | 1 - Insulation |

B - Technical Information

Engineering and Manufacture Specifications

| | | | |
|--------------------------------|-------------------------|------------------------------------|---------------------------|
| Site Class: | D | Approval Drawing # of Sets: | 3 |
| Wind Conditions: | 120 | Seismic Use Group: | III |
| Seismic S1: | 0.14 | Seismic SS: | 0.289 |
| Tank PE Stamp Required: | Yes | Calculations Required: | Yes |
| Foundation Type: | Type 6-Concrete w/Embed | Shipping Weight: | 4,054 Pounds |
| Importance Factor: | 1.25 | Deck Live Load: | 25 Pounds per Square Foot |

1. Design Basis

- a) Proposal is based on final customer's engineering information being provided within two (2) weeks of award.
- b) This information will include quantity, sizes and location information for all nozzles and manholes (elevation, orientation, projections etc.) along with the location and direction of the stairway.
- c) Design according to AWWA D103

Quote Proposal

Quote Number: 1806055-B2

2. Coatings

Epoxy - COATING: Thermal Bond 579 (interior surface 5-7mils; Exterior 4-6mils; Topcoat 3-4mils) Color to be determined. The exterior tank color can be chosen from six standard colors (Forest Green, White, Environmental Green, Cobalt Blue, Caribbean Blue, Tan) with an interior color of white. Custom exterior colors can be matched for an additional charge. Custom colors require paint specifications or color chips.

* SSPC QP3 Certified

C - Schedule

- a) Approval Drawings - 2 to 3 weeks (if required)
- b) Final Drawings - 1 to 2 weeks prior to shipment of tanks
- c) Tank Delivery - 12 to 14 weeks after approval of drawings and settlement of all details
- d) Our proposed pricing and schedule does not include for any delays due to causes outside Tarsco Bolted Tank's complete control, including but not limited to force majeure, strikes, political conditions, and weather. If we encounter any delays, the schedule will be adjusted and costs for delays will be reimbursed to Tarsco Bolted Tank at the applicable T&M rates.
- e) Milestone dates for Substantial Completion are defined as tank ready for testing.

D - Pricing and Terms

| | |
|----------------------|---------------------|
| TOTAL MATERIAL PRICE | \$64,336.00 |
| CONSTRUCTION PRICE | \$44,960.00 |
| FOUNDATION DESIGN | \$3,500.00 |
| PRICE TOTAL | \$112,796.00 |

| | |
|------------------------------------|------------|
| ESTIMATED FREIGHT (PREPAY AND ADD) | \$4,807.00 |
|------------------------------------|------------|

Quote Proposal

Quote Number: 1806055-B2

Notes for Quote:

1. All external piping shall be by others.
2. Taxes are included in this proposal at 9.25%
3. Water for hydrotest supplied by owner or owner's general contractor

Included in pricing is:

Hydrotest

Inspection before end of first year in service

Two year warranty

4. The "Softened water tanks" are quoted per section 13212 that contains an interior and exterior epoxy coating. Section 13212, 3.01, K states "adhesion to the glass coating". These tanks are epoxy coated on the interior and exterior.

5. The foundation design is included but the foundation shall be by others.

6. Shell manway will be TBT standard.

7. All materials used in the construction of these tanks are made in the USA.

8. 1 1/2" Microflex insulation with FSK jacketing by Johns Manville is supplied in this quote. Cut sheet is available upon request.

9. To erect the 5000 gallon tanks we will need minimum 3" clearance around each tank.

CONSTRUCTION NOTE: Five day work week

Options:

Liquid Level Indicator \$1,919 per tank

1. Proposal Validity

- a) 30 Days

Quote Number: 1806055-B2

TERMS AND CONDITIONS

1 FREIGHT:

Freight price is estimated only, and does not include any permits, duty, sales, and /or use taxes, unless stated. Actual freight charges will be charged and invoiced, if Tarsco is responsible for arranging shipment, which is based on current available rates. Actual charges may vary at time of shipment.

2 SITE CONDITIONS:

Buyer will provide a suitable, clear, safe, dry, leveled, compacted staging area adjacent to the tank foundation and extending 25 ft. around the tank foundation. A graveled or hard surface access roadway from a public road to erection site, so that loaded trucks can be driven to a point adjacent to tank foundation, must be provided and maintained. Minimum clearance of six (6) feet is required between tanks, eight feet overhead. If work is located inside building or enclosed area, it must be noted in the Contract. Free access to work site must be provided by Buyer during daylight hours on all working days including Saturday, Sunday, U.S. holidays and country or region specific holidays if outside U.S. If 8 hour, 5 day week is required, Buyer must specify. Buyer will ensure all tank parts are within 50 feet of tank foundation with no interfering objects. Tarsco Bolted Tank will be allowed access for a truck to be placed and operated at the erection site. Should concealed, unusual, unexpected, and/or unrecorded conditions be encountered which interfere with normal erection procedures, Tarsco Bolted Tank will advise Buyer of conditions encountered.

3 FOUNDATIONS:

Top of foundation must be within 2 feet of grade. If higher or on structures, price will be adjusted. It is the Buyer's responsibility to provide a level and true foundation, with level tolerances of 0.5 inches per ten (10) feet. Buyer is responsible for establishing center lines on foundations or structures. If Tarsco Bolted Tank or erection contractor finds inaccuracies or deficiencies in foundation work done by others, or is required to alter the tanks to make them fit, the Buyer shall be notified and if Buyer instructs Erector to make necessary changes, erection contractor shall be reimbursed for the cost of material and labor used. In any event, the Buyer will reimburse erection contractor for the cost of lost time by the erection crew and equipment.

If a tank embedment ring is required, Tarsco Bolted Tank personnel will be required to inspect the installation of the ring prior to concrete being poured. Proper installation and roundness tolerance is the responsibility of the contractor providing concrete installation.

Location of all plumbing located within the foundation, concrete slab, or underground, is the responsibility of others, and Tarsco Bolted Tank is not liable for accuracy of location related to the tank.

If Foundation Design is required, customer is to supply Geotechnical Soils Report. Unless otherwise noted, all foundation construction shall be done by others.

Quote Number: 1806055-B2

4 EXCLUSIONS:

This Contract does not include unloading, hauling, grouting, or washing, painting (other than touch-up on erection scratches), welding, load lines or other systems installation unless stated as being included. The responsibilities of Tarsco Bolted Tank will not include liability for demurrage. All licenses, fees, permits, taxes or any items or services not specifically mentioned are excluded. Tarsco Bolted Tank will not be responsible for damage to personnel, automobiles, or machines within 100 feet of erection site.

5 CONTINUOUS OPERATION:

Buyer will ensure all operations are continuous, scheduled and completed in accordance with suggested sequence throughout erection and finishing with a completed water test and inspection. Tarsco Bolted Tank will not be liable for any reason whatsoever for any indirect, incidental, special or consequential damages.

6 INSPECTION:

Buyer inspection and acceptance of interior and exterior must be performed during and prior to erection crew leaving jobsite. Delay caused by Buyer will be charged to Buyer.

7 CHANGES:

If the Buyer orders extra work or makes changes by altering, adding to, or deducting from the work set forth in this quote, the price and any completion date quoted will be adjusted accordingly. The price adjustment will include costs of engineering, shipping, manufacturing performed, materials purchased, extra erection expense, extra supervisor and administration expense.

8 BUYER'S RESPONSIBILITY:

Buyer will supply, if required, 120 volt/60 Amp AC current at no cost, within 10 feet of tank foundation and necessary utilities including, but not limited to, the necessary sanitary facilities and palatable drinking water as required for the performance of the contract. Foundation will be clean and clear of any obstruction, material, or equipment. Adequate clearance will be provided around the tank foundation area as well as overhead. Buyer is responsible for supplying trash dumpster at job site and for disposing of contents of dumpster.

9 HYDRO-TEST (LIQUID TANK):

Tarsco Bolted Tank will supply and install blind flanges for all nozzles for performing Hydro-Test. Buyer shall provide water, hoses, and pumping to fill the tank for the Hydro-Test, and any subsequent fillings after that are the responsibility of the Buyer. If a leak is disclosed during the hydro-test, a Tarsco Bolted Tank service personnel will be dispatched immediately. Buyer is responsible for emptying and disposing of water after testing.

Quote Number: 1806055-B2

10 EXTERIOR WATER SPRAY TEST (DRY SILO):

Dry Storage Silos, upon 24-hour prior notice for water test to begin, Buyer will provide enough hose, water and water pressure to reach to the top of the silo(s) for the exterior water spray test. An exterior spray water leak test (designed to simulate a driving rain storm) performed by our erection crew is included in the cost of the tank erection provided that sufficient free clean water is available within 24 hours.

11 BUYER'S INSURANCE:

The Buyer will obtain insurance and indemnify Tarsco Bolted Tank against loss by fire, lightning, removal, and all extended coverage perils, theft, vandalism, and malicious mischief, earthquake, negligence, breach of contract and any other insurance which the Buyer deems necessary upon the work covered by the Contract, for the full insurable value thereof. Additional expense by theft will be reimbursed to Tarsco Bolted Tank by Buyer. Cost of security guards, if required, to be paid by Buyer. Tarsco Bolted Tank is to be named as an additional insured and a certificate of insurance is to be provided at the time the order is agreed upon.

12 CANCELLATION OF ORDER:

All orders cancelled within 30 days of order placement will be subject to a 10% cancellation charge. Orders cancelled after 30 days will be subject to a cancellation charge of 10%, or the proportionate share of the contract amount performed to date, whichever is greater. Cancellation must be received in writing, either physically or electronically.

13 PAYMENT SCHEDULE:

- a) Receipt of Order or Letter of Intent - Required Down Payment 15%
- b) Upon Submittal Approval and Purchase of Materials 30%
- c) Upon Ready to Ship - Balance of Materials, Freight and Taxes
- d) Bi-Weekly Construction Progress Payments
- e) Balance of Construction and Retainage - Due Upon Completion

14 PAYMENT TERMS:

Required down payment of 15% is due with order – Order will not be accepted until payment is received. Upon Submittal Approval by customer and the purchase of raw materials by Tarsco Bolted Tank, an additional 30% will be invoiced – Net 30 days. The balance of Materials, Freight & Taxes per tank will be due upon the tank being ready to ship. Balance of order due upon completion of erection of the tank(s). When erection of tank(s) requires more than two weeks for completion, progress payments for construction will be required – Net 30 days. We reserve the right to delay tank erection if payment on tank invoice is not paid in accordance with stated terms. Maximum retainage allowed is 5% of materials and construction - retainage amount to be paid in full 45 days from date of substantial completion. All terms of payment are subject to approval by our Credit Department. Absolutely NO “pay when paid” terms. Past Due Invoices will be charged a service charge of 1.5% per month.

Quote Proposal

Quote Number: 1806055-B2

15 NOTE:

Any items or specifications not specifically mentioned above are not a part of this quotation. This quotation represents our complete offering. If there are any conflicts between your requirements or the plans and specifications and what we have quoted, our quotation shall govern.

16 EXCEPTIONS and CLARIFICATIONS:

- * Material pricing here within, after the quote valid until date, will be subject to Producing Mill Increase or Decrease and any applicable increase or decrease of material surcharges at the time of order placement from the Producing Mill or Steel Supplier.
- * Unless otherwise noted, Tarsco Bolted Tank has quoted our standard design, fabrication, accessories (perimeter handrails, ladders, etc.) and coatings.
- * Pricing does not include piping, valves, brackets, or elbows (other than interior fill & overflow to grade) unless specifically mentioned in accessories area. Any pipes supplied by Tarsco Bolted Tank will not have coating applied to the interior of the pipe.
- * All electrical, wiring and calibration by others.
- * This quote does not include disinfection at jobsite, unless otherwise noted.
- * No bonds, permits, sales and/or use tax included.
- * **LIQUIDATED DAMAGES WILL NOT BE ACCEPTED.**
- * If tank construction is required during the months of October and March, additional charges may apply depending on the Winter Weather Conditions at the jobsite location.
- * Customer is responsible for unloading of tank materials at site and locating them within 50 feet of the tank foundation. Tarsco Bolted Tank recommends the use of a 10,000 lb forklift for off-loading.

Please sign, date and return to john.taylor@tfwarren.com to place an order for this quote.

Authorized Signature

Date



NATIONAL STORAGE TANK, INC.

WE HOLD THE SOLUTION

Women Owned Business



**We hold the solution for your
Water Storage Needs.**

PROPOSAL

Proposal # NSTQ7599-01

Date Sep 13, 2019

Kiewit Water Facilities South

Attention: Steve Bosshart

Phone: (303) 250-0193

Cell:

Fax:

Email: Steve.Bosshart@westernsummit.co

Project: TWO(2) 5,000 Gallon Welded Steel Tanks

Thank you for giving National Storage Tank, inc. the opportunity to provide you with excellent products and service. National Storage Tank's #1 priority is customer satisfaction. It is our goal to arrive on time and within budget. NSTI is the leading choice for water storage tanks and rain harvesting solutions. Our products are specifically designed for Wineries, Construction Contractors, Homeowners, Fire Suppression Contractors and more.

| Quantity | Description | Unit Price | Total |
|----------|--|------------|-------|
| 2 | 8'-6" x 12' x 5/16" carbon steel 5000 gal water tank | | |
| 1 | 4" drain | | |
| 1 | 4" pump suction | | |
| 1 | 1-1/2" roof fittings | | |
| 1 | 4" fitting on roof | | |
| 1 | Level indicator | | |
| 1 | 24" bolted hinged manway on roof | | |
| 1 | 24" sideshell manway | | |
| 1 | Interior sand blast with epoxy that is rated at 250 degrees Exterior insulated with tank wrap and covered with aluminum cover tank is built to awwa D100 specs | | |

| Quantity | Description | Unit Price | Total |
|----------|-------------|------------|-------|
|----------|-------------|------------|-------|

OPTIONAL:

Tank Calcs with wet stamp \$2500.00

Foundation Design with wet stamp \$2500.00

NOTES:

Shipping charges include estimated packaging and freight to jobsite, and are subject to change. Shipping cost does not include offloading or offloading equipment. It is the customers responsibility to offload tank materials and building equipment at site prior to arrival of crew. Forklift, gradeall or other equipment will be required and is to be provided by customer. Customer is responsible for materials during offload and while sitting at site until NSTI crew arrives. Offloading and offloading equipment can be offered upon request for additional fee.

FOUNDATION: Gravel foundation can be engineered for tanks that meet the specific criteria, use and location. This water tank shall be constructed on a gravel foundation as designed by NSTI and installed by others. Foundation installation can be quoted upon completion of site specific engineered foundation design.

This quote does not include permits, foundation, external piping, water for leak testing or water level controls.

It is the customer's responsibility to review quote for compliance with site plans.

Any item not mentioned within this quote is the responsibility of others.

Thank you for the opportunity to provide this quote.

PAYMENT TERMS: 50% due upon order & 50% final due prior to delivery.

QUOTE VALIDITY: Quote is good for 30 days

DESIGN CRITERIA: IBC 2015, 90 MPH Wind Speed, AWWA Seismic Zone, 25 PSF Live Roof Load, 5 PSF Dead Roof Load

LEAD TIMES AND SCHEDULES:

Approval Submittals: 1 - 2 Weeks
Material Fabrication: 4 - 6 Weeks
Freight and Mobilization: 1 - 5 Days

(Lead times are estimated and based on prompt payment and clarification of all details).
Please inform NSTI if faster lead times are required.
NSTI will make every effort to accommodate your project schedule.

NOTE: Offloading and setting of the tank(s) by others.

NOTE: All water required for cleaning, filling, testing, draining and refilling for any reason is the responsibility of others.

SubTotal \$35,517.86

~~**Tax** \$3,402.99~~

Est.Shipping \$2,000.00

~~**Total** \$40,980.85~~

Tank Calculations w/Wet Stamp \$2,500.00

Total \$40,017.86

Notes

Unless otherwise mentioned within this proposal, prevailing wage rates have not been included or allocated within this proposal. Tank above utilizes those standards, specifications and or interpretations and recommendations of professionally recognized agencies basis in establishing its own design, fabrication and quality criteria, standards, practices, methods and tolerances. Any items not specifically mentioned within this quote shall be the responsibility of others. Should you cancel this order after acceptance, the deposit shall be forfeited.

National Storage Tank, Inc. (NSTI) has included within this proposal the above items per customer request. NSTI has not researched details of tank use to insure that the tanks above are correct for the intended use.

EXCEPTIONS & CLARIFICATIONS: Permits, installation, anchor bolt installation, gravel ring foundation, concrete slab, external plumbing, hydro-testing, water to fill or refill tank if a leak occurs, water for leak testing or water level, special inspections, engineering special reports, disinfection, and any item not mentioned within this quote is the responsibility of others. Cost in water loss if any - by others.

Site must accommodate easy access for a 50' Truck and Trailer. *Offloading by others unless specified above.

If National Storage Tank, Inc. is providing off loading and staging, delivery truck must have easy level access to the tank pad and be able to access the site and tank pad within 10 feet and be free of obstructions.

If your project does not meet our delivery requirements, a hard access and additional charges will apply.

This quote is subject to National Storage Tank, Inc. standard terms and conditions- available upon request.

No exceptions made unless approved in in writing by National Storage Tank, Inc.

We look forward to providing you with excellent products and service.

Thank you,

Nicole Oblad

Nicole Oblad

Customer Acceptance Date:

Acceptance Signature

Acceptance Printed Name

☐ Resale Certificate Provided to NSTI

☐ Exempt Certificate Provided to NSTI

The above person has the legal authority to purchase on behalf of:

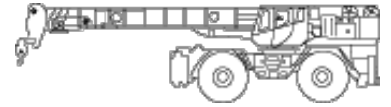
Kiewit Water Facilities South

Rental Rate Blue Book®

April 29, 2019

Tadano GR-800XL-1 (disc. 2010)

Rough Terrain Hydraulic Cranes



Size Class:

66.0 - 80.9 MTons

Weight:

107965 MT

Configuration for GR-800XL-1 (disc. 2010)

| | | | |
|-----------------------|------------------|---------------------|--------------|
| Axle Configuration | 4 X 4 X 4 | Maximum Boom Length | 144.4 |
| Maximum Lift Capacity | 72.6 | Net Horsepower | 270.0 |
| Power Mode | Diesel | | |

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

| | Ownership Costs | | | | Estimated Operating Costs | FHWA Rate** |
|---------------------------------------|--------------------|-------------------|-------------------|-----------------|---------------------------|-----------------|
| | Monthly | Weekly | Daily | Hourly | Hourly | Hourly |
| Published Rates | \$15,730.00 | \$4,405.00 | \$1,100.00 | \$165.00 | \$56.80 | \$146.18 |
| Adjustments | | | | | | |
| Region (100%) | - | - | - | - | | |
| Model Year (2010: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| Total: | \$15,730.00 | \$4,405.00 | \$1,100.00 | \$165.00 | \$56.80 | \$146.18 |

Non-Active Use Rates

| | Hourly |
|--------------|---------|
| Standby Rate | \$45.58 |
| Idling Rate | \$89.38 |

Rate Element Allocation

| Element | Percentage | Value |
|--------------------------|------------|---------------|
| Depreciation (ownership) | 35% | \$5,505.50/mo |
| Overhaul (ownership) | 49% | \$7,707.70/mo |
| CFC (ownership) | 9% | \$1,415.70/mo |
| Indirect (ownership) | 7% | \$1,101.10/mo |

Fuel cost data is not available for these rates.

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

Rental Rate Blue Book®

April 29, 2019

Average AVERAGE 51 - 60 FT

I.C. Self Propelled Telescopic Boom Aerial Lifts



Size Class:

51 - 60 ft

Weight:

feet

Configuration for AVERAGE 51 - 60 FT

| | | | |
|---------------------------|--------------|------------|---------------|
| Drive | 4 X 4 | Horsepower | 57.0 |
| Maximum Platform Capacity | 584.0 | Power Mode | Diesel |

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

| | Ownership Costs | | | | Estimated Operating Costs | FHWA Rate** |
|---------------------------------------|-------------------|-------------------|-----------------|----------------|---------------------------|----------------|
| | Monthly | Weekly | Daily | Hourly | Hourly | Hourly |
| Published Rates | \$4,895.00 | \$1,370.00 | \$345.00 | \$52.00 | \$17.40 | \$45.21 |
| Adjustments | | | | | | |
| Region (100%) | - | - | - | - | | |
| Model Year (2019: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| Total: | \$4,895.00 | \$1,370.00 | \$345.00 | \$52.00 | \$17.40 | \$45.21 |

Non-Active Use Rates

Hourly

| | |
|--------------|---------|
| Standby Rate | \$13.63 |
| Idling Rate | \$32.73 |

Rate Element Allocation

| Element | Percentage | Value |
|--------------------------|------------|---------------|
| Depreciation (ownership) | 37% | \$1,811.15/mo |
| Overhaul (ownership) | 51% | \$2,496.45/mo |
| CFC (ownership) | 6% | \$293.70/mo |
| Indirect (ownership) | 6% | \$293.70/mo |
| Fuel (operating) @ 3.27 | 28% | \$4.92/hr |

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

Rental Rate Blue Book®

September 24, 2019

Xtreme XR630

Telescoping Boom Rough Terrain Lift Trucks

Size Class:

4.0 - 4.4 MTons

Weight:

MT

Configuration for XR630

Base Capacity

6000 lbs

Maximum Lift Height

30.5 ft

Power Mode

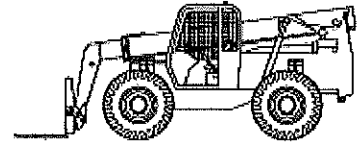
Diesel

Horsepower

74 hp

Maximum Reach

221.0 in



Kiewit has XR1055 w/ 10,000 lb capacity

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

| | Ownership Costs | | | | Estimated Operating Costs | FHWA Rate** |
|---------------------------------------|-----------------|----------------|--------------|-------------|---------------------------|-------------|
| | Monthly | Weekly | Daily | Hourly | Hourly | Hourly |
| Published Rates | USD \$5,570.00 | USD \$1,560.00 | USD \$390.00 | USD \$59.00 | USD \$23.22 | USD \$64.87 |
| Adjustments | | | | | | |
| Region (100%) | - | - | - | - | | \$60.00 |
| Model Year (2019: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | | |
| Total: | USD \$5,570.00 | USD \$1,560.00 | USD \$390.00 | USD \$59.00 | USD \$23.22 | USD \$54.87 |

Non-Active Use Rates

Standby Rate

Hourly

USD \$13.61

Idling Rate

USD \$38.03

Rate Element Allocation

| Element | Percentage | Value |
|-----------------------------|------------|-------------------|
| Depreciation (ownership) | 30% | USD \$1,671.00/mo |
| Overhaul (ownership) | 57% | USD \$3,174.90/mo |
| CFC (ownership) | 6% | USD \$334.20/mo |
| Indirect (ownership) | 7% | USD \$389.90/mo |
| Fuel (operating) @ USD 3.07 | 27% | USD \$6.38/hr |

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

* Equipment Watch does not have Xtreme XR1055 10k lb capacity. Used \$60/HR FHWA Rate

Rental Rate Blue Book®

April 29, 2019

Ford F-250 SD

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

HP

Configuration for F-250 SD

| | | | |
|--------------------|------------------|------------|-----------------|
| Axle Configuration | 4.0 X 4.0 | Cab Type | Crew |
| Horsepower | 300.0 | Power Mode | Gasoline |
| Ton Rating | 3.0 / 4.0 | | |

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

| | Ownership Costs | | | | Estimated Operating Costs | FHWA Rate** |
|---------------------------------------|-----------------|-----------------|----------------|---------------|---------------------------|----------------|
| | Monthly | Weekly | Daily | Hourly | Hourly | Hourly |
| Published Rates | \$890.00 | \$250.00 | \$63.00 | \$9.00 | \$19.65 | \$24.71 |
| Adjustments | | | | | | |
| Region (100%) | - | - | - | - | | |
| Model Year (2019: 100%) | - | - | - | - | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| Total: | \$890.00 | \$250.00 | \$63.00 | \$9.00 | \$19.65 | \$24.71 |

Non-Active Use Rates

| | Hourly |
|--------------|---------|
| Standby Rate | \$3.59 |
| Idling Rate | \$20.74 |

Rate Element Allocation

| Element | Percentage | Value |
|--------------------------|------------|-------------|
| Depreciation (ownership) | 54% | \$480.60/mo |
| Overhaul (ownership) | 29% | \$258.10/mo |
| CFC (ownership) | 7% | \$62.30/mo |
| Indirect (ownership) | 10% | \$89.00/mo |
| Fuel (operating) @ 2.75 | 80% | \$15.68/hr |

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

Request for Information

| | | |
|---|---|----------------|
| Project Name: Franklin WRF Modifications & Expansion Project | | |
| Owner's Project No.: 2017-0264 | CDM Smith Project No.: 14915-96594-WRF | |
| Contractor: Kiewit Infrastructure South Co. | RFI No.: RFI 021 | |
| | Date: 01/09/19 | |
| Subject: Softened Water Storage Tanks Prefabrication | | |
| Spec Section: | Drawing: | Detail: |

| | |
|---|-----------------------|
| QUESTION: | |
| <p>Is it acceptable to pre-fabricate the softened water storage tanks (T-4650-1 & T-4650-2) rather than installing them as bolt-up tanks? The tanks are 8'-6" in diameter and our supplier is concerned with the efficiency of the coating application on tanks of this size. Pre-fabrication would reduce install time and the majority of the coating could take place in the shop as opposed to on site.</p> <p>If the above question concerns an interpretation of the Contract Documents, the Contractor's interpretation is:</p> | |
| Please Respond by This Date: 01/24/19 | |
| Submitted by Contractor: Stephen Reid | Date: 01/09/19 |
| Received by (CDM Smith): | Date: |

| | |
|--|----------------------|
| RESPONSE: | |
| <p>Fabricated welded steel storage tanks for the softened water storage tanks may be considered based upon a specification to be provided by the Engineer. This approval will be contingent and the specification provided upon receipt of an acceptable credit proposal for reduced labor costs associated with field assembly and coating to cover extended engineering costs to the City. Also, the RFI indicates that the majority of coating could take place in the shop. Please indicate what coating would still have to occur in the field?</p> | |
| By: Bob Huguenard | Date: 1/11/18 |
| Distribution: Contractor, Owner, File, Field, RFI Notebook | |

SECTION 13212
BOLTED STEEL STORAGE TANKS
TANK SCHEDULE

| Tank | Digested Biosolids Storage Tank | Softened Water Storage Tank |
|--|--|---|
| Location | Outside Solids Processing Building at Southwest Corner | Digester Building Water Treatment Room |
| Number of Tanks | One | Two |
| Tank Tag(s) | TNK-7000 | T-4650-1, T-4650-2 |
| Tank Description | Vertical, cylindrical, flat concrete floor, with domed steel roof | Vertical, cylindrical, flat steel floor, with domed steel roof |
| Tank Capacity (each) | 90,000 gallons | 5,000 gallons |
| Tank Diameter & Sidewater Depth | 21'-9" diameter 32'-5" sidewater depth | 8'-6" diameter 9'-6" sidewater depth |
| Bottom Slope (if applicable) | None | None |
| Bottom Elevation (ft.) | 645.50 | 643.50 |
| HWL Elevation (ft.) | 677.90 | 10' Above Finished Floor |
| Service | Digested, thermally hydrolyzed biosolids | Softened Water Makeup, Hot Water Circulation |
| pH | 7 to 7.5 | 7 |
| Max. Internal Pressure (psig) | n/a (See Para. 2.03B) | n/a |
| Specific Gravity | 1.02 to 1.04 | 1.00 |
| Solids Content (percent dry solids) | 5.0 to 10 percent | n/a |
| Liquid Temperature | 90 to 100 degrees F | 50 to 200 degrees F |
| Ambient Temperature | 0 to 125 degrees F | 50 to 100 degrees F |
| Coating(s) | Interior and exterior epoxy coating | High Temperature Epoxy Chem-Liner 4000, or equal |
| Accessories | <ul style="list-style-type: none"> Ladder with Cage | <ul style="list-style-type: none"> Atmospheric Vent |
| Sidewall Penetrations | <ul style="list-style-type: none"> (1) 6" and (1) 8" fill (1) 6" overflow (1) 6" drain (1) 6" discharge (1) 8" mixing pump suction (1) 8" mixing pump discharge (1) side manway | <ul style="list-style-type: none"> (1) 4" drain (1) 4" pump suction (1) side manway |
| Roof Penetrations | <ul style="list-style-type: none"> (1) 14" odor control (1) 16" fresh air vent (1) 8" level transmitter (LE/LIT -7000) (1) 10" emergency pressure relief hatch (1) top manway | <ul style="list-style-type: none"> (1) 1.5" protected water (1) 4" hot water return (1) level indicating transmitter (1) 24" top manway |
| Floor Penetrations | None | None |

Request for Information

| | | |
|---|---|----------------|
| Project Name: Franklin WRF Modifications & Expansion Project | | |
| Owner's Project No.: 2017-0264 | CDM Smith Project No.: 14915-96594-WRF | |
| Contractor: Kiewit Infrastructure South Co. | RFI No.: RFI 021 | |
| | Date: 01/09/19 | |
| Subject: Softened Water Storage Tanks Prefabrication | | |
| Spec Section: | Drawing: | Detail: |

| | |
|---|-----------------------|
| QUESTION: | |
| <p>Is it acceptable to pre-fabricate the softened water storage tanks (T-4650-1 & T-4650-2) rather than installing them as bolt-up tanks? The tanks are 8'-6" in diameter and our supplier is concerned with the efficiency of the coating application on tanks of this size. Pre-fabrication would reduce install time and the majority of the coating could take place in the shop as opposed to on site.</p> <p>If the above question concerns an interpretation of the Contract Documents, the Contractor's interpretation is:</p> | |
| Please Respond by This Date: 01/24/19 | |
| Submitted by Contractor: Stephen Reid | Date: 01/09/19 |
| Received by (CDM Smith): | Date: |

| | |
|--|----------------------|
| RESPONSE: | |
| <p>Fabricated welded steel storage tanks for the softened water storage tanks may be considered based upon a specification to be provided by the Engineer. This approval will be contingent and the specification provided upon receipt of an acceptable credit proposal for reduced labor costs associated with field assembly and coating to cover extended engineering costs to the City. Also, the RFI indicates that the majority of coating could take place in the shop. Please indicate what coating would still have to occur in the field?</p> | |
| By: Bob Huguenard | Date: 1/11/18 |
| Distribution: Contractor, Owner, File, Field, RFI Notebook | |

SECTION 13212
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TANK SCHEDULE

| Tank | Digested Biosolids Storage Tank | Softened Water Storage Tank |
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| Location | Outside Solids Processing Building at Southwest Corner | Digester Building Water Treatment Room |
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| Tank Tag(s) | TNK-7000 | T-4650-1, T-4650-2 |
| Tank Description | Vertical, cylindrical, flat concrete floor, with domed steel roof | Vertical, cylindrical, flat steel floor, with domed steel roof |
| Tank Capacity (each) | 90,000 gallons | 5,000 gallons |
| Tank Diameter & Sidewater Depth | 21'-9" diameter 32'-5" sidewater depth | 8'-6" diameter 9'-6" sidewater depth |
| Bottom Slope (if applicable) | None | None |
| Bottom Elevation (ft.) | 645.50 | 643.50 |
| HWL Elevation (ft.) | 677.90 | 10' Above Finished Floor |
| Service | Digested, thermally hydrolyzed biosolids | Softened Water Makeup, Hot Water Circulation |
| pH | 7 to 7.5 | 7 |
| Max. Internal Pressure (psig) | n/a (See Para. 2.03B) | n/a |
| Specific Gravity | 1.02 to 1.04 | 1.00 |
| Solids Content (percent dry solids) | 5.0 to 10 percent | n/a |
| Liquid Temperature | 90 to 100 degrees F | 50 to 200 degrees F |
| Ambient Temperature | 0 to 125 degrees F | 50 to 100 degrees F |
| Coating(s) | Interior and exterior epoxy coating | High Temperature Epoxy Chem-Liner 4000, or equal |
| Accessories | <ul style="list-style-type: none"> Ladder with Cage | <ul style="list-style-type: none"> Atmospheric Vent |
| Sidewall Penetrations | <ul style="list-style-type: none"> (1) 6" and (1) 8" fill (1) 6" overflow (1) 6" drain (1) 6" discharge (1) 8" mixing pump suction (1) 8" mixing pump discharge (1) side manway | <ul style="list-style-type: none"> (1) 4" drain (1) 4" pump suction (1) side manway |
| Roof Penetrations | <ul style="list-style-type: none"> (1) 14" odor control (1) 16" fresh air vent (1) 8" level transmitter (LE/LIT -7000) (1) 10" emergency pressure relief hatch (1) top manway | <ul style="list-style-type: none"> (1) 1.5" protected water (1) 4" hot water return (1) level indicating transmitter (1) 24" top manway |
| Floor Penetrations | None | None |



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway
Suite 100
Alpharetta, GA 30022

December 2, 2019

To: Attn: Mr. Dan Harris

CP-KIEWIT-00007.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

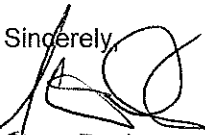
Subject: RFI 080 - Auxiliary Power Required for CHP Generators

Dear Mr. Harris,

Kiewit is hereby submitting a cost proposal for RFI 080 - Auxiliary Power Required for CHP Generators in the amount of **Nineteen Thousand Nine Hundred Ten Dollars (\$19,910.00)**. The proposal is to add Auxiliary Power and Controls to the CHP-1 Generator and to add future conduits for the CHP-2 Generator to the future location from the Digester MCC's and PLC-12 in accordance with the response to RFI 080 referenced above and the attached proposal dated 9/11/2019 from Wayne J. Griffin Electric, Inc. This price includes conduit and wire for the power, and the conduit and fiber optic cable for the controls.

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,



Steve Davis
Project Manager

cc: File
Michelle Hatcher
Brian Goodwin



RFI 080 - Auxiliary Power Required for CHP Generators

PREPARED BY: Steve Davis

| DESCRIPTION | QTY | UNIT | MH Per Unit | Total MH | DIRECT LABOR | | INDIRECT LABOR | | MATERIAL | | EQUIPMENT | | SUBCONTRACT | | OTHER | | TOTAL AMOUNT |
|--|------|------|-------------|----------|--------------|------------|----------------|------------|-----------|------------|-----------|------------|-------------|------------|-----------|------------|--------------|
| | | | | | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | |
| Auxiliary Power Required for CHP Generators | | | | | | | | | | | | | | | | | |
| Auxiliary Power and Controls (CHP-1 Generator and CHP-2 Future Generator) Conduit/Wire/Fiber | 1.00 | LS | | | | | | | | | | | 18,962.23 | 18,962.23 | | | 18,962.23 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | |
| STS - small tools, consumables, safety equip, (5% of direct labor, plus 9.75% sales tax: Formula = Total Direct Labor Subtotal *.05 * 1.0975) | | | | | | | | | | | | | | | | | |
| TAX: (9.75% of Material, Equipment, Other) | | | | | | | | | | | | | | | | | |
| BOND (2% of total) | | | | | | | | | | | | | | | | | |
| SUBTOTALS | | | | | | | | | | | | | | 18,962.23 | | | 18,962.23 |
| MARKUP % | | | | | | | 0.15 | 0.15 | | 0.15 | | 0.15 | | 0.05 | | 0.15 | 948.11 |
| SUBTOTALS WITH MARKUPS APPLIED | | | | | | | | | | | | | | 19,910.34 | | | 19,910.34 |
| BOND | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | \$ 19,910.00 |



WAYNE J.
GRIFFIN ELECTRIC
INC.

September 12, 2019

VIA EMAIL ONLY: Steven.Davis1@kiewit.com

Mr. Steven Davis, Project Manager
Kiewit
135 Claude Yates Drive
Franklin, TN 37064

RE: Job #6198 - Franklin WRF Mods and Exp, Franklin, TN
Proposal #12

Dear Mr. Davis:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

DESCRIPTION OF WORK:

This proposal is to add Auxiliary Power and Controls to the CHP-1 Generator and to add future conduits for the CHP-2 Generator to the future location from the Digester MCC's and PLC-12. This price includes conduit and wire for the power, and the conduit and fiber for the controls. All Fiber Terminations are excluded from this proposal, and to be done by others.

| | | |
|-------------------|----|-----------|
| Material | \$ | 6,388.31 |
| Labor | | 10,016.92 |
| Overhead & Profit | | 2,460.78 |
| Subtotal | \$ | 18,866.01 |
| Bond | | 96.22 |
| Total | \$ | 18,962.23 |

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us.

Corporate Headquarters:

116 Hopping Brook Road
Holliston, MA 01746
Phone: (508) 429-8830
Fax: (508) 429-7825

Regional Offices:

296 Cahaba Valley Parkway
Pelham, AL 35124
Phone: (205) 733-8848
Fax: (205) 733-8107

1950 Evergreen Boulevard
Suite 300
Duluth, GA 30096
Phone: (678) 417-9377
Fax: (678) 417-9373

2310 Presidential Drive
Suite 101
Durham, NC 27703
Phone: (919) 627-9724
Fax: (919) 627-9727

9801-C Southern Pine Boulevard
Charlotte, NC 28273
Phone: (704) 522-3851
Fax: (704) 522-3856

The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (205) 733-8848 ext. 6175, or troberson@wjgei.com.

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Timothy R. Roberson
Project Manager

TRR/kam

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

cc: Corbin Coker, Engineer, Kiewit, Corbin.Coker@Kiewit.com
Calvin Mize, Regional Manager, Wayne J. Griffin Electric, Inc.
Sarah Moore, Project Engineer, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0012, RFI-080 Auxiliary Power for CHP Gene
Date: 9/11/2019
Project Name: Franklin WRF Mods and Exp
Project Number: 06198-00-18
Page Number: 1

Work Description

This proposal is to add Auxiliary Power and Controls to the CHP-1 Generator and to add future conduits for the CHP-2 Generator to the future location from the Digester MCC's and PLC-12. This price includes conduit and wire for the power, and the conduit and fiber for the controls. All Fiber Terminations are excluded from this proposal, and to be done by others.

| Description | Qty | Net Price | UM | Materials (\$) | Labor | Total Hours |
|------------------|------|-----------|-----|----------------|-------|--------------|
| As Builts | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 2.930 |
| Cleanup | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 2.930 |
| Tools | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 3.510 |
| Field Safety/JHA | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 2.930 |
| Supervision | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 5.850 |
| Project Controls | 0.00 | 0.0000 | HRS | 0.000 | 0.000 | 5.850 |
| | | | | 0.00 | | 24.00 |

| | |
|-------------------|-----------------|
| Materials | 0.00 |
| Taxes | 0.00 |
| Labor @ \$ 71.04 | 1,704.96 |
| Overhead & Profit | 255.74 |
| Bond | 10.00 |
| Subtotal | 1,970.70 |

AUXILIARY POWER TO CHP GEN 1

| Description | Qty | Net Price | UM | Materials (\$) | Labor | Total Hours |
|---|--------|------------|----|-----------------|-------|--------------|
| 12 Strand FIBER OPTIC CABLE | 200.00 | 2.2500 | FT | 450.000 | 0.018 | 3.500 |
| 2" PVC SCHEDULE 40 | 360.00 | 0.9524 | FT | 342.865 | 0.080 | 28.800 |
| 2 PVC COATED ALUM RIGID CONDUIT | 30.00 | 26.6067 | FT | 798.200 | 0.180 | 5.400 |
| 2" PVC 45D ELBOW SCHEDULE 40 | 2.00 | 2.4050 | EA | 4.810 | 0.500 | 1.000 |
| 2" ALUMINUM 90D ELBOW | 4.00 | 78.2350 | EA | 312.940 | 0.750 | 3.000 |
| 2" PVC COUPLING SCHEDULE 40 | 4.00 | 0.6350 | EA | 2.540 | 0.300 | 1.200 |
| 2" PVC FEMALE ADAPTER | 8.00 | 0.8900 | EA | 7.120 | 0.300 | 2.400 |
| 2" PVC BELL END | 2.00 | 4.1150 | EA | 8.230 | 0.230 | 0.460 |
| 2 ALUM/PVC COATED COUPLING | 4.00 | 30.6150 | EA | 122.460 | 0.700 | 2.800 |
| 2" LOCKNUT | 2.00 | 1.1150 | EA | 2.230 | 0.400 | 0.800 |
| 2 GRD BUSHING INSULATED (MALLEABLE) | 3.00 | 20.3100 | EA | 60.930 | 0.600 | 1.800 |
| 2 LIQUIDTITE CONDUIT | 10.00 | 11.4100 | FT | 114.100 | 0.200 | 2.000 |
| 2" LIQUID TIGHT STEEL STRAIGHT I.T. INSULATED CONNE | 4.00 | 28.3400 | EA | 113.360 | 0.420 | 1.680 |
| 2 BUSHED CHASE NIPPLE-ALUM | 1.00 | 32.2500 | EA | 32.250 | 0.300 | 0.300 |
| #6 XHHW COPPER WIRE | 203.00 | 0.6779 | FT | 137.610 | 0.012 | 2.436 |
| #1 XHHW COPPER WIRE | 608.00 | 1.8645 | FT | 1,133.620 | 0.021 | 12.768 |
| 12x12x6 T304 S-STL BOX HINGE CVR N4X | 1.00 | 1,145.8800 | EA | 1,145.880 | 1.600 | 1.600 |
| | | | | 4,789.15 | | 71.94 |

| | |
|-------------------|------------------|
| Materials | 4,789.15 |
| Taxes | 0.00 |
| Labor @ \$ 71.04 | 5,110.90 |
| Overhead & Profit | 1,485.00 |
| Bond | 58.07 |
| Subtotal | 11,443.12 |



116 Hopping Brook Road, Holliston, MA 01746
 (508) 429-8830 FAX (508) 429-9251

CCN#: P-0012, RFI-080 Auxiliary Power for CHP Gene
 Date: 9/11/2019
 Project Name: Franklin WRF Mods and Exp
 Project Number: 06198-00-18
 Page Number: 2

FUTURE CHP GEN2 AUX POWER

| Description | Qty | Net Price | UM | Materials (\$) | Labor | Total Hours |
|---------------------------------|--------|-----------|----|-----------------|-------|--------------|
| 2" PVC SCHEDULE 40 | 360.00 | 0.9524 | FT | 342.865 | 0.080 | 28.800 |
| 2 PVC COATED ALUM RIGID CONDUIT | 30.00 | 26.6067 | FT | 798.200 | 0.180 | 5.400 |
| 2" PVC 45D ELBOW SCHEDULE 40 | 2.00 | 2.4050 | EA | 4.810 | 0.500 | 1.000 |
| 2" ALUMINUM 90D ELBOW | 4.00 | 78.2350 | EA | 312.940 | 0.750 | 3.000 |
| 2" PVC COUPLING SCHEDULE 40 | 4.00 | 0.6350 | EA | 2.540 | 0.300 | 1.200 |
| 2" PVC FEMALE ADAPTER | 8.00 | 0.8900 | EA | 7.120 | 0.300 | 2.400 |
| 2" PVC BELL END | 2.00 | 4.1150 | EA | 8.230 | 0.230 | 0.460 |
| 2 ALUM/PVC COATED COUPLING | 4.00 | 30.6150 | EA | 122.460 | 0.700 | 2.800 |
| | | | | 1,599.17 | | 45.06 |

| | |
|-------------------|------------------|
| Materials | 1,599.17 |
| Taxes | 0.00 |
| Labor @ \$ 71.04 | 3,201.06 |
| Overhead & Profit | 720.03 |
| Bond | 28.15 |
| Subtotal | 5,548.41 |
| Total | 18,962.23 |



Request For Information

RFI Reference No: KIEWIT-RFI-000080

Status: RESP RECD

For Action: Michael Sheston, Kiewit
Steve Davis, Kiewit
Dan Harris, CDM Smith
Jon Allen, CDM Smith

For Info: Tom Lamb, CDM Smith
Jim Townsend, CDM Smith
Brian Goodwin, City of Franklin
Michelle Hatcher, City of Franklin
Neena Bilbo, City of Franklin
Corbin Coker, Kiewit

Project: Franklin WRF Modification and Expansion Project

Subject: **Auxiliary Power Required for CHP Generators**

According to the CHP Generator Supplier, the generator will require 60kW of Shore power at 480V to power accessories and parasitic loads. This load is not shown in the contract drawings.

Please provide the sizes and location of this added circuit.

Attachments: Auxiliary Power Required for CHP Generators.htm
RFI - 000080 Power Connection to Methane Generator.pdf

Discipline: E&I **Area:** MULTI-AREA **Location:** EXIST

Proposed Solution:

Specification Reference: 11398 - Gas Engine Generator and Accessories

Drawing Reference:

Related RFI No(s):

Schedule Impact:

Cost Impact:

Priority: H - High

**Originator's Reference
No :**

Alt. Reference Number:

Response Required By:

RFI by: Corbin Coker, Kiewit

On: 14 May 2019

Created By: Corbin Coker, Kiewit
Last Edited By: Michael Sheston, Kiewit

On: 14 May 2019, 04:38:04 PM -05:00
On: 14 May 2019, 06:42:40 PM -05:00

01 - Engineer / Owner Comments

- On Drawing E-34, MCC-7 One Line Power Diagram (Continued), at compartment 63, replace the 100A, 3P circuit breaker with a 125A, 3P circuit breaker. Delete the text "SPARE". Add a 2"C., 3#1, 1#6G feeder from the circuit breaker in MCC-7 to the CHP Generator 480V Shore Power Box.
- On Drawing E-56, Instrumentation and Control Riser Diagram, add a box next to PLC-12 and identify the box as "CHP Generator CP-4000-1". Add a 2"C., w/Fiber Optic Cable from the CHP Generator CP-4000-1 to PLC-12.

Engineer / Owner Comments by: John Sanchez, CDM Smith

On: 15 May 2019

Created By: Jon Allen, CDM Smith

On: 15 May 2019, 03:18:07 PM -05:00

Last Edited By: Jon Allen, CDM Smith

On: 15 May 2019, 03:18:07 PM -05:00

02 - Response Received / Closeout

Response
Received / Closeout
by:

On:

Created By:

On:

Last Edited By:

On:



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

October 17, 2019

To: Attn: Mr. Dan Harris

LET-KIEWIT-00029.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: EQ Tank Conditions of Acceptance

Dear Mr. Harris,

In reference to the letter from Michelle Hatcher dated August 23, 2019 regarding the CROM Equalization Tank – Base Slab Concrete Pour, and more specifically, the four (4) "conditions of acceptance" defined within the letter, Kiewit is submitting the following information and documentation.

Item 1 – Crom has provided a revised sample Warranty (attached) for your review and approval.

Item 2 – Kiewit has received a proposal from ECS Southeast, LLP (attached) for the additional geotechnical investigation and report as required by the Specification Section 13205-1.05-E. The credit proposal for this work is **(\$4,500)**.

Item 3 – Crom has proposed to perform a 3D Scan of the tank interior at the beginning of the warranty period to establish a preservice baseline. At the end of the warranty period, a 24-hour leak test will be performed at full capacity on the tank structure during the normal course of operation using normal wastewater flow. The City of Franklin agrees to assist in valving off the tank to allow the leak test to be performed. If leakage is detected, a 2nd 3D Scan will be performed to determine the extent of tank movement and a qualified prestressed concrete tank engineer licensed in the State of Tennessee, who is not an employee of CROM, will perform an interior inspection. Work shall include cleaning of the tank as required for the survey and inspection, and all ancillary work necessary for compliance to OSHA and State regulations.

A conference call was held with Crom, Kiewit, CDM Smith, and the City of Franklin on October 10, 2019 to discuss details of the 3D scan. Crom has also provided additional information in the email from Talmadge Mincey dated October 11, 2019 (attached).

Item 4 – Kiewit and Crom agree to provide a credit in the amount of **(\$7,355)** for the extended engineering costs (attached) incurred for CDM Smith's construction and geotechnical team to arrive at the conditions of acceptance offered by the City of Franklin.

Kiewit greatly appreciates the consideration of above information with hopes it will be found acceptable.



Kiewit

Kiewit Infrastructure South Co.
4800 North Point Parkway, Suite 100
Alpharetta, GA 30022

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Sincerely,

Steve Davis
Project Manager

cc: File
Michelle Hatcher
Brian Goodwin
Talmadge Mincey

DATE: January 23, 2020

TO: City of Franklin, Tennessee
124 Lumber Drive, Bldg #1
Franklin, TN 37064

RE: 10.5-MG Equalization Tank
Franklin WRF Modifications & Expansion Project
Franklin, Tennessee
Crom Job No. 2018-M-031.04

WARRANTY

Crom, LLC ("CROM®"), a subsidiary of The Crom Corporation, shall guarantee workmanship, design, and materials on the complete structural portion of the tank for a period of ten years from the date of substantial completion and in accordance with the provisions of Specifications paragraph 13205-1.08-A. In case leakage or other defects appear within the ten year period, CROM will proceed to make repairs promptly upon written notice by the owner that such defects have been found. Leakage shall be defined per Specifications Paragraph 01480-3.05.

The warranty shall apply to all items furnished by CROM under this contract. Any modification to the tank structure, other than those included in the drawings and specifications as bid, without express written consent of CROM shall invalidate this warranty.

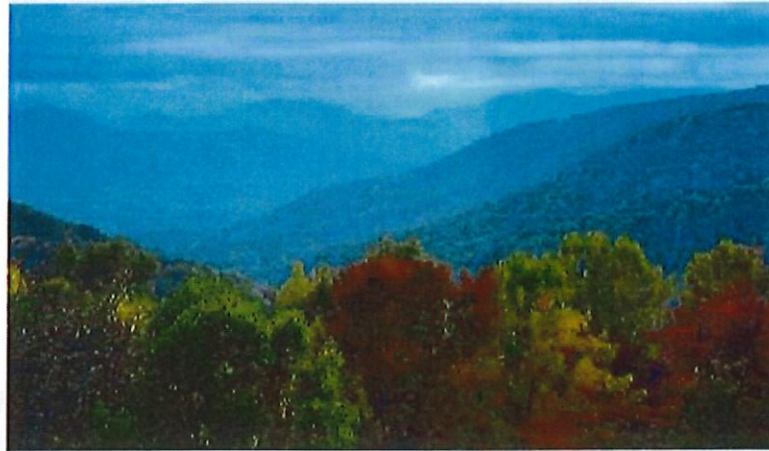
There are no other warranties, including any implied warranties of merchantability or fitness for purpose applicable to the tank. No warranties or representations at any time made by any sales representative, agent or other person shall be effective to vary or expand the above express warranty or any term therein.

The date of substantial completion was achieved on _____.

Sincerely,
Crom, LLC



Talmadge Mincey, P.E.
President



ECS Southeast, LLP

Proposal for Geotechnical Exploration
Franklin WRF EQ Tank

Franklin, Tennessee

October 16, 2019





ECS SOUTHEAST, LLP

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

October 16, 2019

Mr. Steve Davis
Kiewit Water Facilities South
4800 North Point Pkwy, Suite 100
Alpharetta, GA 30022

Reference: Proposal for Subsurface Exploration
Franklin WRF EQ Tank
Franklin, Tennessee

Dear Mr. Davis:

ECS Southeast, LLP (ECS) would like to thank you for the opportunity to submit this proposal for the above referenced project. This proposal contains our project understanding, proposed scope of services, fees, schedule of work, and authorization requirements.

ECS is a local diversified engineering consulting firm that has performed similar projects throughout Tennessee and the United States. We have the personnel, resources, and experience necessary to provide efficient and cost-effective geotechnical services for this project. We will dedicate the appropriate resources to assist you and the design team with this project.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to the opportunity to work with you on this project and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at 615.885.4983.

Respectfully submitted,

ECS SOUTHEAST, LLP

A handwritten signature in blue ink that reads "Eric Gasiecki".

Eric M. Gasiecki, P.E.
Geotechnical Department Manager

A handwritten signature in blue ink that reads "Mark Luskin".

Mark D. Luskin, P.E., P.G.
Principal Engineer

PROJECT UNDERSTANDING

The site is located at the existing waste water treatment facility in Franklin, Tennessee. We understand that this phase of the project consists of constructing an approximately 215-foot diameter tank. We further understand that only the Southeast quadrant of the tank requires exploration

At the time of this proposal, we have not included subsurface explorations or recommendations for any pavements, steep slopes, temporary soil or rock walls, or retaining walls. If any of the assumptions included herein are inaccurate, ECS should be consulted to confirm that the proposed scopes of services are sufficient for the intended construction.

SCOPES OF SERVICES

To evaluate the subsurface conditions, ECS recommends a subsurface exploration in general accordance with ACI 372. Based on the size of the proposed tank and specified area, ECS recommends a subsurface exploration that includes five (5) Standard Penetration Test (SPT) borings. ACI 372 recommends extending the SPT boring to depths ranging from approximately 50 to 150 below the existing ground surface or depth of bedrock. ECS recommends extending all SPT borings to the depth of auger refusal. Based on our understanding of borings in the area, we anticipate the depth to auger refusal to generally be shallower than 15 feet below the existing ground surface.

ECS also recommends extending one (1) 10 foot rock cores beyond the depth of auger refusal.

We are free to discuss this intended scope and can revise according to your needs and expectations. In general, Standard Penetration Testing will be performed at 2.5-foot intervals in the first 10 feet and at 5-foot intervals thereafter, where applicable. In SPT borings, groundwater readings will be taken during drilling. Borings will be located using either simple taping methods or GPS (our base scope does not include location of borings by surveying).

Upon completion of drilling operations, borings will be backfilled with the auger cuttings, and the remaining spoils will be mounded at each location. Some damage to the ground surface may result from drilling operations near the work areas and along ingress/egress pathways. ECS will attempt to minimize such damage. The soil samples will be transported to our laboratory in Franklin, TN for further identification and testing including Atterberg Limits testing and Natural Moisture Contents.

We will contact the TN 811 System to locate underground utilities. However, no additional utility locating has been included in this proposal. Should you have drawings indicating any on-site features including utilities, we request a copy for our review. TN 811 does not locate private utilities. We assume that we will be provided the below-grade utility plans, and that a private utility locator is not required for this site. However, if desired, ECS can sub-contract a private utility locator for this site at an additional lump sum fee of **\$1,200**.

Our integrated services will include the drilling of soil borings by crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, and preparation of a geotechnical report. An electronic copy of the geotechnical report will be provided with appropriate engineering seal. Upon request, ECS will prepare two (2) hard copies of the geotechnical report for use by the client.

The geotechnical report will include the following items:

- a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- b. A subsurface characterization and descriptions of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized. Expected geological or seismic hazards will also be addressed.
- c. Final logs of the soil borings, test pits, and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring and test pit location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet. Existing approximate elevations will be recorded for each top of boring and test pit, based on interpolation of approximate locations and contour information, if provided.
- d. Recommendations for allowable bearing pressure for conventional shallow/deep foundation systems (as applicable) and estimates of predicted total and differential foundation settlement. This will include specific project information and design loads provided by the project structural engineer, if applicable.
- e. Recommendations for floor slab and pavement construction, including recommendations for subgrade modulus, subgrade improvements and underslab subdrainage recommendations, if necessary.
- f. Evaluation of the on-site soil characteristics encountered in the soil borings and test pits. Specifically, we will discuss the suitability of the on-site materials for re-use as engineered fill to support foundations, slabs, and pavements. We will also include compaction requirements and suitable material guidelines.
- g. Recommended seismic site class in accordance with IBC 2012 based on Standard Penetration Testing and our knowledge of the site geology. See below for information on optional Seismic Site Classification (ReMi) Testing and Probabilistic Seismic Hazard Analysis (PSHA) services.
- h. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project (supplemental reports and evaluations can be performed as requested; supplemental

reports and evaluations will be considered additional scope and will be billed in accordance with our standard fee schedule unless otherwise negotiated).

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- ECS will be granted safe, unrestricted access to the property.
- Client will provide or obtain right-of-entry for ECS to conduct our field services. Client will also provide a detailed, scaled site plan showing proposed and existing features if available.
- Field exploration (drilling) will be performed Monday through Friday during normal business hours. Additional fees will be required for field services required by the Client during off-hours or weekends. Also, we have not budgeted for delays (e.g., waiting for site access or contact personnel, time for meetings, etc.) once the drill rig arrives at the site.
- Care will be exercised to mitigate damage to lawn, landscape, pavement, soft ground, and other areas that may be disturbed during the field exploration. Due to the weight of the drilling equipment, rutting of exposed subgrade, or cracking of existing pavements (i.e. roads, sidewalks, etc.) could occur in those areas traversed by the drilling equipment especially when the subgrade is wet. Our fee does not include time or expenses associated with the repair of ruts or damage.
- Excess soil cuttings generated from drilling activities will not be removed from the site by ECS. The boreholes will be backfilled with auger cuttings. If bentonite seals or grout are required, additional fees will be assessed. Excess soil cuttings will be left on site and placed in greenbelt areas, unless directed otherwise.
- Client will inform us of any known environmental site conditions which could affect the health and safety of our drill crew. We will report unusual odors and colorations of the soil or groundwater observed in the borings. Environmental sampling and analytical testing would be required to evaluate the presence or absence of contamination, but is beyond the proposed scope of services.

Although ECS can offer other services for the project, our proposed scope of services for this geotechnical evaluation does not include detailed recommendations for construction dewatering, excavation sheeting, temporary shoring, or erosion control; cost or quantity estimates; construction materials testing services; time for meetings; or a significant amount of consulting time after transmittal of our report. Additional project work not specifically addressed by this proposal shall be charged at a time and materials rate. Additional work, if required, shall be authorized by the client prior to initiation.

FEES/COST OF SERVICES

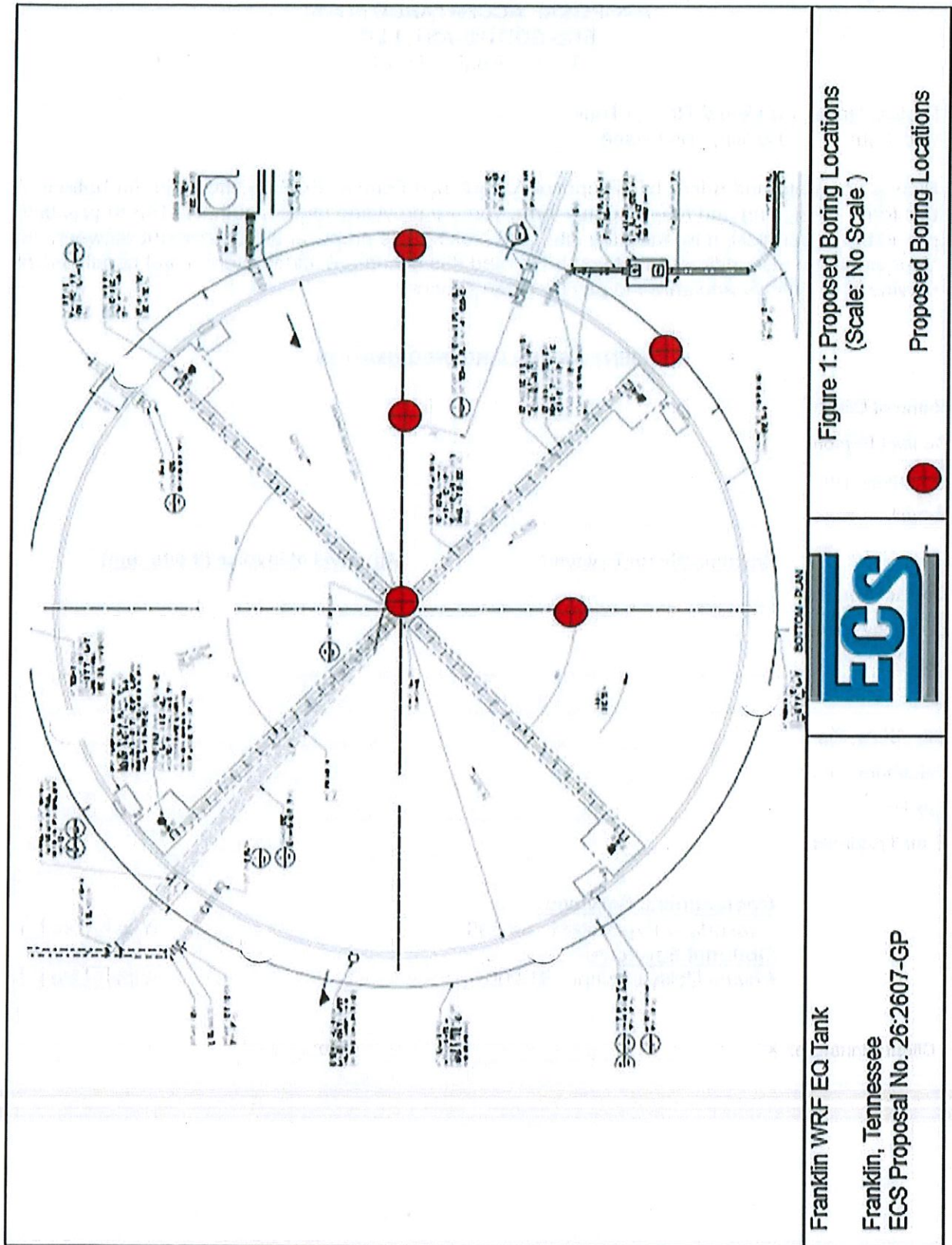
ECS will provide the described geotechnical exploration for the lump sum fee of \$4,500.

SCHEDULE OF WORK

For the Subsurface Exploration, we anticipate being able to mobilize to the site within approximately 7 business days (weather permitting) after written authorization to proceed and after utility location by TN 811. We anticipate that the drilling operations should require approximately 1 day, and that the laboratory testing, after drilling is completed, will require approximately 5 business days. For time budget purposes, the entire base scope of services is anticipated to take approximately 3 weeks from initial authorization through report submission.

OPTIONAL SERVICES**AUTHORIZATION**

Attached to this proposal, and an integral part of this agreement, are our "Terms and Conditions of Service." These conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers. Your acceptance of this proposal may be indicated by executing the attached Proposal Acceptance form and returning a copy to us via email, facsimile, and/or US Mail.



PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP
(Please Print or Type)

Project Name: Franklin WRF EQ Tank
Location: Franklin, Tennessee

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the terms and conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

| | <u>Responsible for Payment</u> | <u>Approval of Invoice (if different)</u> |
|------------------|---------------------------------------|--|
| Contact Name: | _____ | _____ |
| Company Name: | _____ | _____ |
| Address | _____ | _____ |
| Address | _____ | _____ |
| City, State, Zip | _____ | _____ |
| Telephone No.: | _____ | _____ |
| Fax No: | _____ | _____ |
| E-mail Address: | _____ | _____ |

Geotechnical Services

Subsurface Exploration: \$4,500

Yes ☐ No ☐

Optional Services

Private Utility Locator: \$1,200

Yes ☐ No ☐

Client Signature: × _____ Date: _____

Proposal: (hereinafter the "Proposal")

ECS SOUTHEAST, LLP TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS SOUTHEAST, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

It to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling



Is an essential element of the Services Indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall

constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retention shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation Insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or



subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNERS' ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 If CLIENT is a RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNERS' ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an

Independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLE; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



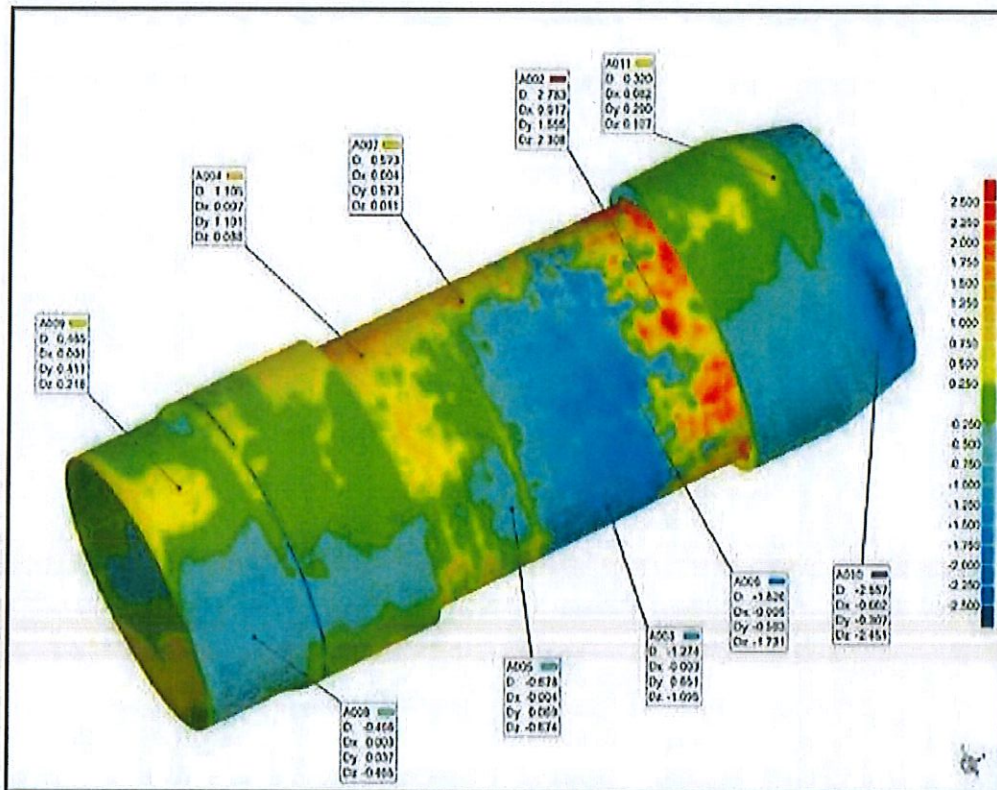
Steven.Davis1

From: Talmadge B. Mincey <tbm@CromCorp.com>
Sent: Friday, October 11, 2019 3:52 PM
To: Steven.Davis1
Cc: Jared.Carr; Nicoleus Rainey
Subject: [EXTERNAL] 3D Scan information

Steve,

The 3D scan service provider relayed the following information:

- There is high confidence that the file types used today would be compatible 10 years hence.
- The most common scan formats are .dwg, .dgn, and .stl, but the models can be exported in several other formats as well.
- The scanner provides 1.5mm accuracy.
- The scanner requires line of site to the control points. Instead on 1 pin in the bottom of the sump, we should install 4 pins at 90° around the top of the sump just outside the handrail. This gives us the same bearing depth as the sump bottom since the sump walls are incompressible.
- The pre-service scan should be completed after the tank is hydro-tested to eliminate initial settlement from long-term.
- The deviation rendering below was completed to determine the pitting inside a 15' diameter x 45' long concrete kiln. The deviation scale is in inches.



Share this with the team and let me know if they need anything further.



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

August 28, 2019

Mr. Steve Davis
Kiewit Infrastructure South Co.
4405 International Blvd NW, Suite C-101
Norcross, GA 30093

Subject: Franklin WRF Expansion Project
Extended Engineering Costs

Dear Mr. Davis;

Per the August 23, 2019 letter from Michelle Hatcher (COF), the City has incurred costs for work by CDM Smith outside of our current scope of services in evaluating subsurface conditions at the Equalization Tank, and for which the City expects reimbursement through credit. Those costs are detailed below.

| NAME | ROLE | EXT COST |
|---------------------|-----------------------------|-------------|
| Daniel, Zack | Officer | \$ 900 |
| Harris, Daniel A | Project Manager | \$ 1,520 |
| Huguenard, Robert P | Senior Technical Specialist | \$ 945 |
| Neamtu, Danielle K | Technical Specialist | \$ 3,990 |
| TOTAL | | \$ 7,355 |





CDM Smith Extended Costs
August 28, 2019
Page 2

Feel free to contact me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris".

Daniel A. Harris, PMP, CCM, LEED GA
Project Manager
CDM Smith

cc: Brian Goodwin, City of Franklin
File 231666.05.02.10



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

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CDM Smith Extended Costs

August 28, 2019

Page 2

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Sincerely,

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Daniel A. Harris, PMP, CCM, LEED GA
Project Manager
CDM Smith

cc: Brian Goodwin, City of Franklin
File 231666.05.02.10