



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, December 15, 2016

3:00 PM

Board Room

Call To Order

1. [16-0952](#) Approval of Minutes from August 25, 2016.

Legislative History

10/27/16 Capital Investment referred to the Capital Investment Committee
 Committee
2. [16-1016](#) Consideration of Change Order No. 3 to the Construction Contract (COF Contract No. 2014-0037, Resolution 2015-46) with Jones Bros. Contractors, LLC for the 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase I, TDOT PIN 109424.00)

Sponsors: Paul Holzen, Jonathan Marston and William Banks

Attachments: [COF2014-0037_3rd_Ave_Trail-CO#3_Exhibit_A](#)
3. [16-1018](#) Consideration of Change Order No. 3 (Final Change Order) to the Construction Contract for the Hillsboro Road Improvements Project Phase 1, SR96W to Independence Square (COF Contract No. 2012-0110, Resolution 2012-67)

Sponsors: Eric Stuckey, Paul Holzen, Jonathan Marston and William Banks

Attachments: [COF2012-0110_Hillsboro_Rd_Improvements-CO#3_Exh_A](#)
4. [16-1066](#) Consideration of DRAFT Resolution 2016-94, A Resolution to Approve the Final Design and to Authorize Property Acquisition and Construction of the 100-Block Battle Avenue Drainage Improvements Project

Attachments: [DRAFT_Res2016-94_100BlockBattleAve.docx](#)
[DRAFT_Res2016-94_100BlockBattleAve_ExhibitA](#)
[RESOLUTION 2014-50](#)
5. [16-1084](#) Consideration of DRAFT Agreement (COF 2016-0327) with the U.S. Geological Survey, United States Department of Interior for the Operation and Maintenance of Stream Gaging Stations in the Amount of \$43,575.

Attachments: [Submitted COF 2016-0327 USGS Contract](#)

6. [16-1085](#) Consideration of Amendment No. 2 to the Road Impact Fee Offset Agreement (COF 2013-0016) with Trillium Farms, L.P. for the Construction of Carothers Parkway from the Proposed Intersection of Carothers Parkway and Long Lane.

Attachments: [COF 2013-0016 Amendment 2_with Exhibit A.Law Approved](#)

7. [16-1091](#) Consideration of DRAFT Resolution 2016-96, A Resolution of the Board of Mayor and Aldermen for the City of Franklin Reapproving the Post-Construction Stormwater Control Measures Provided for in the City of Franklin Stormwater BMP Manual for the Purpose of Compliance with SB1830/HB1892

Attachments: [Submitted Res 2016-96 MEP Stormwater Resolution](#)

8. [16-1093](#) Consideration of A DRAFT Professional Services Agreement (COF Contract No. 2016-0330) with Hethcoat & Davis Inc. for the Holiday Court Sewer Pump Station Replacement in the Not-to-Exceed Amount of \$71,760.00

Attachments: [COF Holiday Ct SPS Proposal Rev 1 110216](#)
[PSA for Holiday Court Sewer Pump Station Replacement](#)

9. [16-1098](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF 2015-0096) with Civil & Environmental Consultants, Inc. for the Jordan Branch / Spencer Creek Restoration Project for an amount not to Exceed \$6,500

Attachments: [COF 2015-0096 - Amendment 1 - CEC Jordan Branch - PSA](#)
[COF 2015-0096 - Amendment 1 - SCOPE](#)

10. [16-1094](#) Transportation Projects Status Report

Sponsors: Engineering

11. [16-1095](#) Water and Sewer Projects Status Report

Sponsors: Engineering

12. [16-1096](#) Stormwater Projects Status Report

Sponsors: Engineering

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

**Request for Construction Change
Summary Change Order No. 3**

City of Franklin	Contract No.	<u>2014-0037</u>
Engineering Office	Project	<u>Third Avenue North Trail</u>
109 Third Avenue South	PIN	109424.00
Franklin, TN 37064	Fed. Proj. No.	STP-M-9305(28)

Whereas, we **Jones Brothers Contractors, LLC** entered into a contract with the CITY OF FRANKLIN, on **August 20, 2015**, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

1. Add Item No. 502-04.01 Saw cutting concrete to the contract. Additional irrigation had to be run under the concrete that had been poured for the sidewalk at Point Park in order to allow this area to receive water. This area was not originally shown on the plans to have irrigation.
2. Add Item No. 104-01.02 Raise Existing Castings to the contract. The castings for the storm structures located on within the landscaped area at the intersection of 3rd and 4th Avenues need to be raised and bricked.
3. Add Cost to Item No. 920-12.01 Relocate Lower Existing Irrigation. This item number was added to the contract in a previous change order, but the 5% prime contractor fee was not added to the cost. The subcontractor cost was \$3,724.80 and with the 5% prime contractor fee, needs to be raised to \$3,911.04.
4. Add Cost to Item No. 920-13.01 River Rock. This item number was added to the contract in a previous change order, but the 5% prime contractor fee was not added to the cost and the cost per unit was incorrect. The unit price has been revised by +\$0.37 in order to bring unit price to \$22.61.
5. Add Item No. 714-09.09 Luminaires (F10 - LED Flood Light) to the contract. These light fixtures were to be provided by the City and the contractor was to install only. An item number was set up in the contract for install only of the poles bases, poles, etc. Due to the City not having these lights already, contractor was asked to supply.
6. Add Item No. 714-09.10 Luminaires (F10A - LED Flood Light) to the contract. These light fixtures were to be provided by the City and the contractor was to install only. An item number was set up in the contract for install only of the poles bases, poles, etc. Due to the City not having these lights already, contractor was asked to supply. These lights were supplied and used onsite however, the City did not approve of the way they looked, therefore the City has purchased these lights as the Contractor could not return them.
7. Add Item No. 714-09.11 Luminaires (F10A - LED Flood Light) New to the contract. These light fixtures are the replacement light fixtures are to be surface mounted on the overlook structure and will replace the ones that were originally ordered and delivered to the project site.
8. Add Item No. 920-14.01 IPE Decking Repair to the contract. The overlook structure was constructed per the shop drawings however, the structural details in the plans were vague and a subsequent review

by the structural engineer required a moment weld and plate to provide stability. To make this weld, the decking will have to be repaired. JBC is funding the weld repair and the City is funding the cost of the decking repair and structural analysis.

9. Add Contract Time due to the additional work in regards to the concrete saw cut for the irrigation.

10. Add Cost for Overrun and Underrun items for the contract. See attached overrun/underrun summary.

Attachments (List documents supporting change):

1. JBC Weather Delays – August 2016
2. TDOT LP Field Change Order documents (TDOT Field Change Order #7, dated 11/3/16)
3. Overrun/Underrun Summary

Item No.	Description of Work	Unit	Estimated Quantity	Unit Price	Amount
502-04.01	Saw Cut Concrete	EACH	1	\$525.00	+ \$525.00
104-01.02	Raise Existing Castings	LS	1	\$848.98	+ \$848.98
714-09.09	Luminaires (F10-LED Flood Lights)	EACH	4	\$1,030.73	+ \$4,122.92
714-09.10	Luminaires (F10A-LED Flood Lights)	EACH	5	\$1,021.73	+ \$5,109.75
714-09.11	Luminaires (F10A-LED Flood Lights) New	EACH	5	\$1,652.67	+ \$8,263.35
920-12.01	Relocate/Lower Existing Irrigation	LS	1	\$186.24	+ \$186.24
920-13.01	River Rock	SF	255	\$0.37	+ \$94.35
920-14.01	IPE Decking Repair	LS	1	\$4,500.00	+ \$4,500.00
	Overrun/Underrun Summary (See Pg. 23-28 of Documentation)				+ \$70,129.19
TOTAL					+ \$93,779.78

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 1,253,257.31
Net Increase (Decrease) from previous Change Orders No. 0 to 2: \$49,442.45
Contract Price prior to this Change Order: \$1,302,699.76
Net <u>increase</u> of this Change Order:

CHANGE IN CONTRACT TIMES:
Original Contract Times: 240 Calendar Days Substantial Completion: ***** Ready for final payment: <u>May 17, 2016 (240 days)</u>
Net change from previous Change Orders No. 0 to 2 to: Substantial Completion: ***** Ready for final payment: <u>98 calendar days</u>
Contract Times prior to this Change Order: Substantial Completion: ***** Ready for final payment: <u>August 23, 2016 (338 days)</u>
Net increase (decrease) this Change Order:

\$93,779.78	Substantial Completion: ***** Ready for final payment: <u>16 calendar days</u>
Contract Price with all approved Change Orders: \$1,396,479.54	Contract Times with all approved Change Orders: Substantial Completion: ***** Ready for final payment: <u>September 9, 2016 (354 days)</u>

Now, Therefore, We, **Jones Brothers Contractors, LLC**, hereby agree to this Change Order consisting of the above mentioned items and prices, and agree 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 remain in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

By: _____ By: _____ By: _____
ENGINEER CITY PROJECT MANAGER DIRECTOR OF ENGINEERING

Date: _____ Date: _____ Date: _____

ACCEPTED

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

Supplemental Agreement and/or Request for Construction Change Change Order Request # 7

Project Title/Termini:	City of Franklin - 3rd Avenue North Trail/Greenway		
Owner:	City of Franklin	PIN:	109424.00
Address:	109 3 rd Avenue South	State Project No.:	94LPLM-F3-018
	Franklin, TN 37064	Federal Project No.:	STP-M-9305(28)
Date Prepared:	11/3/2016	Contract No.:	2014-0037
		County:	WILLIAMSON

Whereas, we Jones Bros. Contractors, LLC with Western Surety Co., as a Surety, entered into a contract with the City of Franklin, on August 20, 2015, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add Item No. 502-04.01 Saw cutting concrete to the contract. Additional irrigation had to be run under the concrete that had been poured for the sidewalk at Point Park in order to allow this area to receive water. This area was not originally shown on the plans to have irrigation.

Add Item No. 104-01.02 Raise Existing Castings to the contract. The castings for the storm structures located on within the landscaped area at the intersection of 3rd and 4th Avenues need to be raised and bricked.

Add Cost to Item No. 920-12.01 Relocate Lower Existing Irrigation. This item number was added to the contract in a previous change order, but the 5% prime contractor fee was not added to the cost. The subcontractor cost was \$3,724.80 and with the 5% prime contractor fee, needs to be raised to \$3,911.04.

Add Cost to Item No. 920-13.01 River Rock. This item number was added to the contract in a previous change order, but the 5% prime contractor fee was not added to the cost and the cost per unit was incorrect. The unit price has been revised by +\$0.37 in order to bring unit price to \$22.61.

Add Item No. 714-09.09 Luminaires (F10 - LED Flood Light) to the contract. These light fixtures were to be provided by the City and the contractor was to install only. An item number was set up in the contract for install only of the poles bases, poles, etc. Due to the City not having these lights already, contractor was asked to supply.

Add Item No. 714-09.10 Luminaires (F10A - LED Flood Light) to the contract. These light fixtures were to be provided by the City and the contractor was to install only. An item number was set up in the contract for install only of the poles bases, poles, etc. Due to the City not having these lights already, contractor was asked to supply. These lights were supplied and used onsite however, the City did not approve of the way they looked, therefore the City has purchased these lights as the Contractor could not return them.

Add Item No. 714-09.11 Luminaires (F10A - LED Flood Light) New to the contract. These light fixtures are the replacement light fixtures are to be surface mounted on the overlook structure and will replace the ones that were originally ordered and delivered to the project site.

Add Item No. 920-14.01 IPE Decking Repair to the contract. The overlook structure was constructed per the shop drawings however, the structural details in the plans were vague and a subsequent review by the structural engineer required a moment weld and plate to provide stability. To make this weld, the decking will have to be repaired. JBC is funding the weld repair and the City is funding the cost of the decking repair and structural analysis.

Add Contract Time due to the additional work in regards to the concrete saw cut for the irrigation.

Add Contract Time due to weather delays for the month of August.

Adjust contract cost and quantities per attached Overrun/Underrun Summary. Quantity overruns accounted for a net contract increase of \$48,901.83 as indicated in the attached Overrun/Underrun Summary therefore, the total contract amount is to be adjusted from \$1,302,699.76 to \$1,353,256.16.

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 16 days, ☐ Decrease by _____ days

Original contraction Completion Time: 240 calendar days (Date: May 17, 2016)

Approved Change Orders: COF CO #1 - 75 Calendar Days

Current Change Order: 16 calendar days in addition to CO #6 - 23 calendar days (Both pending BOMA approval)

Contract Completion Time with Change Orders: 354 calendar days (Date: September 9, 2016)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
502-04.01	Saw Cut Concrete	EACH	-	+1	+1	\$525.00	\$525.00
104-01.02	Raise Existing Castings	LS	-	+1	+1	\$848.98	\$848.98
714-09.09	Luminaires (F10-LED Flood Lights)	EACH	-	+4	+4	\$1,030.73	\$4,122.92
714-09.10	Luminaires (F10A-LED Flood Lights)	EACH	-	+5	+5	\$1,021.95	\$5,109.75
714-09.11	Luminaires (F10A-LED Flood Lighst) New	EACH	-	+5	+5	\$1,652.67	\$8,263.35
920-12.01	Relocate/Lower Existing Irrigation	LS	-		+1	\$186.24	\$186.24
920-13.01	River Rock (Incorrect Price on TDOT CO#6)	SF	-	+1	+255	\$0.37	\$94.35
920-14.01	IPE Decking Repair	LS	-	+1	+1	\$4,500.00	\$4,500.00
	See Attached Overrun/Underrun					\$70,129.19	\$70,129.19

	Summary						
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Bid Contract Amount: \$1,253,257.31
 Current Change Order: \$93,779.78
 Approved Change Orders: \$49,442.45 approved by BOMA
 Pending Change Orders: \$93,779.78
 Total Change Orders to Date: \$143,222.23

Supplemental Agreement and/or Request for Construction Change Change Order Request # 7

Project Title/Termini:	<u>City of Franklin - 3rd Avenue North Trail/Greenway</u>		
Owner:	<u>City of Franklin</u>	PIN:	<u>109424.00</u>
Address:	<u>109 3rd Avenue South</u>	State Project No.:	<u>94LPLM-F3-018</u>
	<u>Franklin, TN 37064</u>	Federal Project No.:	<u>STP-M-9305(28)</u>
Date Prepared:	<u>11/3/2016</u>	Contract No.:	<u>2014-0037</u>
		County:	<u>WILLIAMSON</u>

Now, Therefore, We, Jones Bros. Contractors, LLC, Contractors, and Western Surety Co., Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement 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 remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: _____
 Engineer/CEI Date

Approved for Eligibility:

By: _____
 Local Programs Planner Date

Approved By:

By: _____
 Contractor Date

By: _____

Surety

Date

By: _____

Owner

Date



Jones Bros. Contractors, LLC

September 9, 2016

City of Franklin
109 Third Avenue South
Franklin, TN, 37064

RE: Contract # 2014-0037
Project #'s: Federal-STP-M-9305(28); State-94LPLM-F3-018; PIN-109424.00
County: Williamson County
Description: City of Franklin Third Avenue North Trail / Greenway

Subject: Supplemental Request #014 – Raise Existing Castings

Jones Bros. Contractors, LLC (“JBC”) respectfully submits the pricing below to incorporate the work for raising the onsite storm drain castings on the project.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Additional Time Required
104-01.02	Raise Existing Castings	1	LS	\$ 848.98	0-Days

The above pricing includes labor, equipment, materials, profit, overhead, and bond. A detailed breakdown is attached for your review.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Josh Randall". The signature is cursive and fluid.

Josh Randall
Jones Bros. Contractors, LLC

Attachments: 1-page, cost break-down

JOB LOCATION: City of Franklin - 3rd Ave N. & Bicentennial Trail

DATE: 9/9/2016

Bid item Description: Adjust Existing Onsite Storm Castings

Bid Quantity: 1 LS

Activity: 104-01.02 - Adjust Existing Onsite Storm Castings

CREW LABOR DESCRIPTION	QUANTITY	RATE	10 hr day	COST PER DAY
			HOURS / DAY	
(no supervision)				
FOREMAN	1	\$32.00	4	\$128.00
CARPENTER	0	\$17.25	0	\$0.00
FINISHER	0	\$16.00	0	\$0.00
SKILLED LABOR	2	\$16.00	4	\$128.00
UNSKILLED LABOR	0	\$15.00	0	\$0.00
OPERATOR	0	\$20.00	0	\$0.00
SUBTOTAL				\$256.00
BURDEN		0.34		\$87.04
TOTAL LABOR INCLUDING BURDEN				\$343.04

MATERIAL & MISC. DESCRIPTION	UNIT	RATE	QTY	TOTAL
Bricks & Mortar	Unit	\$100.00	1	\$100.00
6" risers	Each	\$85.00	2	\$170.00
				\$0.00
				\$0.00
				\$0.00
SUBTOTAL				\$270.00
TAXES		0.0975		\$26.33
TOTAL MATERIAL INCLUDING TAXES				\$296.33

EQUIPMENT DESCRIPTION	QUANTITY	RATE	HOURS / DAY	COST PER DAY
Chevy Truck	1	\$24.72	4	\$98.88
Crane	0		0	\$0.00
Pile Driver/Extractor	0		0	\$0.00
Dozer	0		0	\$0.00
Excavator	0	\$149.77	0	\$0.00
Loader / Skid-Steer	0	\$35.01	0	\$0.00
Compressor	0		0	\$0.00
	0		0	\$0.00
TOTAL				\$98.88

DURATION & TOTAL DESCRIPTION	UNIT	RATE	QTY	TOTAL
Labor	DAY	\$343.04	1	\$343.04
Equipment	DAY	\$98.88	1	\$98.88
Material / Misc.	LS	\$296.33	1	\$296.33
				\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
Total Cost				\$738.25

Mark-Up 15% \$ 110.74

Total Price **\$848.98**

Unit Price **1 LS** **\$ 848.98**

JOB LOCATION: City of Franklin - 3rd Ave N. & Bicentennial Trail

DATE: 9/9/2016

Bid item Description: Adjust Existing Onsite Storm Castings

Bid Quantity: 1 LS

Activity: 104-01.02 - Adjust Existing Onsite Storm Castings

CREW LABOR DESCRIPTION	QUANTITY	RATE	10 hr day	COST PER DAY
			HOURS / DAY	
(no supervision)				
FOREMAN	1	\$32.00	4	\$128.00
CARPENTER	0	\$17.25	0	\$0.00
FINISHER	0	\$16.00	0	\$0.00
SKILLED LABOR	2	\$16.00	4	\$128.00
UNSKILLED LABOR	0	\$15.00	0	\$0.00
OPERATOR	0	\$20.00	0	\$0.00
SUBTOTAL				\$256.00
BURDEN		0.34		\$87.04
TOTAL LABOR INCLUDING BURDEN				\$343.04

MATERIAL & MISC. DESCRIPTION	UNIT	RATE	QTY	TOTAL
Bricks & Mortar	Unit	\$100.00	1	\$100.00
6" risers	Each	\$85.00	2	\$170.00
				\$0.00
				\$0.00
				\$0.00
SUBTOTAL				\$270.00
TAXES		0.0975		\$26.33
TOTAL MATERIAL INCLUDING TAXES				\$296.33

EQUIPMENT DESCRIPTION	QUANTITY	RATE	HOURS / DAY	COST PER DAY
Chevy Truck	1	\$24.72	4	\$98.88
Crane	0		0	\$0.00
Pile Driver/Extractor	0		0	\$0.00
Dozer	0		0	\$0.00
Excavator	0	\$149.77	0	\$0.00
Loader / Skid-Steer	0	\$35.01	0	\$0.00
Compressor	0		0	\$0.00
	0		0	\$0.00
TOTAL				\$98.88

DURATION & TOTAL DESCRIPTION	UNIT	RATE	QTY	TOTAL
Labor	DAY	\$343.04	1	\$343.04
Equipment	DAY	\$98.88	1	\$98.88
Material / Misc.	LS	\$296.33	1	\$296.33
				\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
Total Cost				\$738.25

Mark-Up 15% \$ 110.74

Total Price **\$848.98**

Unit Price **1 LS** **\$ 848.98**



Jones Bros. Contractors, LLC

August 15, 2016

City of Franklin
109 Third Avenue South
Franklin, TN, 37064

RE: Contract # 2014-0037
Project #'s: Federal-STP-M-9305(28); State-94LPLM-F3-018; PIN-109424.00
County: Williamson County
Description: City of Franklin Third Avenue North Trail / Greenway

Subject: Supplemental Request #012 – Additional Irrigation Requirements

Jones Bros. Contractors, LLC ("JBC") respectfully submits the pricing below* to incorporate the additional irrigation requirements requested by the owner.

*Pricing qualifications: Sawcutting of the concrete trail is required to service the new irrigation areas. Additional irrigation will be paid by over-running existing pay items. Subcontractor bond is not included in the itemized prices that will over-run. An additional change order will be required to reconcile the subcontractor bond costs for the additional work requested by the owner. Additional days are required for the additional irrigation work.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Additional Time Required
502-04.01	Sawcutting irrigation trench across 10' concrete trails for new irrigation lines	1.0	EACH	\$ 525.00	3-Days

The above pricing includes labor, equipment, materials, profit, overhead, and bond.

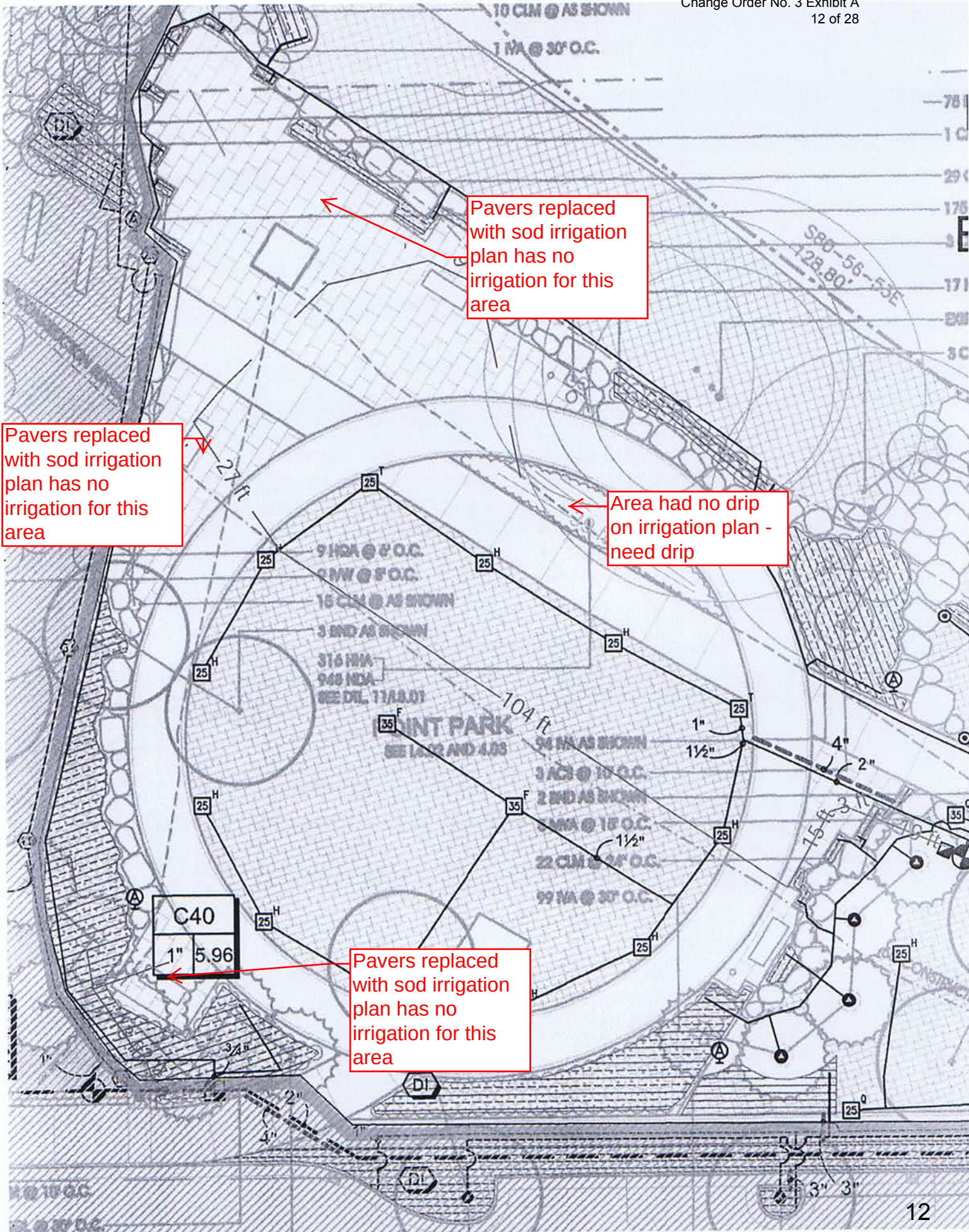
If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Josh Randall". The signature is fluid and cursive, with the first and last names clearly legible.

Josh Randall
Jones Bros. Contractors, LLC

Attachments: 4-pages



REED LANDSCAPING, INC.

Certified Minority Women Business

August 5, 2016

Revised 08/09/2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 006

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trail, Franklin TN

Below is our proposal as described. This is in addition to the quantities contracted.

ITEM #	DESCRIPTION	QTY	UNIT	RATE	PRICE
	Added irrigation to the areas that will receive sod in lieu of pavers as irrigation plan had no irrigation in these locations. Also includes drip line at planting beds that has no drip within design.	1	LS	-	-
	Bond Fee				-
	WILL OVER RUN QUANTITIES AND BOND FEE ADJUSTED ON COMPLETION			\$	-

CONTRACT TIME TO BE EXTENDED BY 3 DAYS

Note:

1.

We appreciate the opportunity to submit our proposal and thank you for the consideration.

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.

REED LANDSCAPING, INC.

Certified Minority Women Business

August 9, 2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 007

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trail, Franklin TN

Below is our proposal as described. This is in addition to the quantities contracted.

ITEM #	DESCRIPTION	QTY	UNIT	RATE	PRICE
	Saw cut concrete to run irrigation on northwest of bench	1	LS	500.00	500.00
					\$ 500.00

CONTRACT TIME TO BE EXTENDED BY 1 DAYS

Note:

1. To get irrigation in areas that had no irrigation on plans.

We appreciate the opportunity to submit our proposal and thank you for the consideration.

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.



Jones Bros. Contractors, LLC

August 1, 2016

City of Franklin
109 Third Avenue South
Franklin, TN, 37064

RE: Contract # 2014-0037
Project #'s: Federal-STP-M-9305(28); State-94LPLM-F3-018; PIN-109424.00
County: Williamson County
Description: City of Franklin Third Avenue North Trail / Greenway

Subject: Supplemental Request #011 – Mulch & Irrigation Revisions

Jones Bros. Contractors, LLC ("JBC") respectfully submits the pricing below to incorporate the irrigation and mulch revisions requested by the owner.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Additional Time Required
801-06.10	Shredded Hardwood Mulch (Remove)	52	CY	(\$ 45.00)	0-Days
801-06.10	Pine Straw Mulch	50	CY	\$ 45.00	3-Days
920-12.01	1.5" Control valve with box	12	Each	\$ 3,911.04	4-Days
920-13.01	River Rock	255	SF	\$ 22.61	4-Days

The above pricing includes labor, equipment, materials, profit, overhead, and bond.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Josh Randall". The signature is fluid and cursive, with the first name "Josh" and last name "Randall" clearly distinguishable.

Josh Randall
Jones Bros. Contractors, LLC

Attachments: 3-pages

REED LANDSCAPING, INC.

Certified Minority Women Business

July 20, 2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 002

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trail, Franklin TN

Below is our proposal as described. This is in addition to the quantities contracted.

ITEM #	DESCRIPTION	QTY	UNIT	RATE	PRICE
	Relocate mainline at overlook & brick walk location				
721-01.17	1.5" Control valve with box	12	EA	310.40	3,724.80
					\$ 3,724.80

CONTRACT TIME TO BE EXTENDED BY 4 DAYS

item No. 920-12.01

Note:

1. Written acknowledgment for the charges and extension of time to be received prior to work being performed.

We appreciate the opportunity to submit our proposal and thank you for the consideration.

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.

REED LANDSCAPING, INC.

Certified Minority Women Business

July 25, 2016

REVISED 07/28/2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 003

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trail, Franklin TN

Below is our proposal as described. This is in addition to the quantities contracted.

ITEM #	DESCRIPTION	QTY	UNIT	RATE	PRICE
ADD	Place 3"-5" River Slicks to water stairs at 6"	255	SF	21.06	5,370.30
DEDUCT	Original mulch for water stairs	2	CY	(45.00)	(90.00)
					5,280.30
	Bond Fee				121.45
					\$ 5,401.75

CONTRACT TIME TO BE EXTENDED BY 4 DAYS item No. 920-13.01

Note:

1. Written acknowledgement for the charges and extension of time to be received prior to work being performed.

We appreciate the opportunity to submit our proposal and thank you for the consideration.

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.

REED LANDSCAPING, INC.

Certified Minority Women Business

July 25, 2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 004

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trail, Franklin TN

Below is our proposal as described. This is in addition to the quantities contracted.

ITEM #	DESCRIPTION	QTY	UNIT	RATE	PRICE
	Upcharge for mulch to pine straw	0	CY	-	-
	Bond Fee				-
					\$ -

CONTRACT TIME TO BE EXTENDED BY ~~4~~ DAYS

Note:

3 Days

1. Written acknowledgement for extension of time to be received prior to work being performed.
2. Placing pine straw is more time consuming than shredded hardwood mulch.

We appreciate the opportunity to submit our proposal and thank you for the consideration.

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.



Jones Bros. Contractors, LLC

August 15, 2016

City of Franklin
109 Third Avenue South
Franklin, TN, 37064

RE: Contract # 2014-0037
Project #'s: Federal-STP-M-9305(28); State-94LPLM-F3-018; PIN-109424.00
County: Williamson County
Description: City of Franklin Third Avenue North Trail / Greenway

Subject: Supplemental Request #013 – Overlook Lighting Fixtures

Jones Bros. Contractors, LLC (“JBC”) respectfully submits the pricing below to incorporate the work for purchasing and installing the owner-requested overlook lighting fixtures on the project.

It is understood that this work will be performed outside the contract scheduled time-frame.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Additional Time Required
714-09.09	LUMINAIRES (F10 – LED Flood Light)	4	EA	\$ 1,030.73	N/A
714-09.10	LUMINAIRES (F10A – LED Flood Light)	5	EA	\$ 1,021.95	N/A

The above pricing includes labor, equipment, materials, profit, overhead, and bond. A detailed breakdown is attached for your review.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Josh Randall". The signature is fluid and cursive, with the first and last names clearly legible.

Josh Randall
Jones Bros. Contractors, LLC

Attachments: 1-page

S & W CONTRACTING COMPANY, INC.
ELECTRICAL CONTRACTORS - TRAFFIC DIVISION
952 NEW SALEM ROAD
MURFREESBORO, TENNESSEE 37129
PHONE (615) 893-2511 FAX (615) 895-2030

Contract #. City of Franklin
Project #. Bicentennial Park - 1
County: Williamson
Bid Date: 9/9/2014
Date: 7/14/2016
Call No.:

QUOTATION:

CONTRACTOR: Jones Bros. Contractors, LLC
ATTENTION: Mr. Josh Randall

Item No.: Description:
F10 LED Flood Light
F10A LED Flood Light

Unit:	Qty:	Unit Price:	Total:
EA	4	\$ 962.40	\$ 3,849.60
EA	5	\$ 954.20	\$ 4,771.00

* 2% ^{SUB} BOND * 5% JBC
* 2% ^{SUB} BOND * 5% JBC

Total Cost: \$ 8,620.60
If Bond is required please add: \$ 172.41
Total Cost with Bond included: \$ 8,793.01

x1.05 = \$9,232.66

Excluded: Electrical Design, Engineering & Layout, Pavement Marking, Easements, Utility Fees
Sidewalk Repair, Street Repair, Roadway Permits, Rock, Traffic Control.

Mitch Arnold
Project Manager, Traffic Division
Home (615) 890-3337 - Mobile (615) 207-3327 - E-Mail marnold@sandwcontracting.com

Completion Date:

STATE OF TENNESSEE LICENSE

ID NUMBER: 18759

EXP. DATE: 05/31/17

CLASS: MC-A,C; E-B,C; BC; CE-B; CE; HRA-E(1);
UNLIMITED



"SUPPORT OUR TROOPS - GOD BLESS AMERICA"

S & W CONTRACTING COMPANY, INC.
ELECTRICAL CONTRACTORS - TRAFFIC DIVISION
952 NEW SALEM ROAD
MURFREESBORO, TENNESSEE 37129
PHONE (615) 893-2511 FAX (615) 895-2030

Contract #. City of Franklin
Project #. Bicentennial Park - 1
County: Williamson
Bid Date: 9/9/2014
Date: 11/2/2016
Call No.:

QUOTATION:

CONTRACTOR: Jones Bros. Contractors, LLC
ATTENTION: Mr. Josh Randall

Item No.:	Description:	Unit:	Qty:	Unit Price:	Total:
F10A	LED Flood Light	EA	5	\$ 1,543.11	\$ 7,715.55

Price includes taxes, freight and painting (Franklin Spec)

Total Cost: \$ 7,715.55

If Bond is required please add: \$ 154.31

Total Cost with Bond included: \$ 7,869.86

JRC 5%
↓
x 1.05
= 88263.53

Excluded: Electrical Design, Engineering & Layout, Pavement Marking, Easements, Utility Fees
Sidewalk Repair, Street Repair, Roadway Permits, Rock, Traffic Control.

Mitch Arnold
Project Manager, Traffic Division
Home (615) 890-3337 - Mobile (615) 207-3327 - E-Mail marnold@sandwcontracting.com

Completion Date:

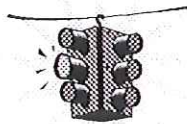
STATE OF TENNESSEE LICENSE

ID NUMBER: 18759

EXP. DATE: 05/31/17

CLASS: MC-A,C; E-B,C; BC; CE-B; CE; HRA-E(1);

UNLIMITED



"SUPPORT OUR TROOPS - GOD BLESS AMERICA"

REED LANDSCAPING, INC.

Certified Minority Women Business

October 11, 2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 012

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trail, Franklin TN

Below is our proposal as described. This is in addition to the quantities contracted.

ITEM #	DESCRIPTION	QTY	UNIT	RATE	PRICE
	Remove in placed lpe decking from the end of the overlook 7 lf in total	1	LS	4,258.99	4,258.99
					\$ 4,258.99

Note:

1. Approval to be received prior to lpe decking being ordered.
2. Lead time 5 business days from date order has been placed.
3. Anticipate 1.5 days to remove and 1.5 days to re-install.

We appreciate the opportunity to submit our proposal and thank you for the consideration.

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.

City of Franklin - 3rd Avenue North Trail/Greenway (Bicentennial Park - Phase I)
Overrun/Underrun Cost Breakdown Federal Project No. STP-M-9305(28), State Project No. 94LPLM-F3-018, PIN: 109424.00, Wiser Project No. 15-08-0201

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Quantity Used	Actual Total Contract Cost	Total Estimated Contract Cost	Difference Between Final Cost and Estimated Cost	Additions	Deductions
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 22,200.00	1.000	\$ 22,200.00	\$ 22,200.00	\$0.00	\$ -	\$ -
201-01	CLEARING AND GRUBBING	LS	1	\$ 80,000.00	1.000	\$ 80,000.00	\$ 80,000.00	\$0.00	\$ -	\$ -
202-13	WELL ABANDONMENT	EACH	3	\$ 3,500.00	2.00	\$ 7,000.00	\$ 10,500.00	-\$3,500.00		\$ (3,500.00)
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	4442	\$ 16.50	4497.56	\$ 74,209.74	\$ 73,293.00	\$916.74	\$ 916.74	
203-02.01	BORROW EXCAVATION (GRADED SOLID ROCK)	TON	200	\$ 18.00	174.62	\$ 3,143.16	\$ 3,600.00	-\$456.84		\$ (456.84)
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	1560	\$ 8.00	1560.00	\$ 12,480.00	\$ 12,480.00	\$0.00	\$ -	\$ -
203-05	UNDERCUTTING	C.Y.	500	\$ 20.00	462.66	\$ 9,253.20	\$ 10,000.00	-\$746.80		\$ (746.80)
204-02.11	DRILLED CAISSON - EARTH	L.F.	150	\$ 300.00	113.00	\$ 33,900.00	\$ 45,000.00	-\$11,100.00		\$ (11,100.00)
204-02.20	DRILLED CAISSON - ROCK	L.F.	50	\$ 832.00	35.00	\$ 29,120.00	\$ 41,600.00	-\$12,480.00		\$ (12,480.00)
209-03.21	FILTER SOCK (12 INCH)	L.F.	500	\$ 4.15	770.00	\$ 3,195.50	\$ 2,075.00	\$1,120.50	\$ 1,120.50	
209-05	SEDIMENT REMOVAL	C.Y.	200	\$ 12.00	48.00	\$ 576.00	\$ 2,400.00	-\$1,824.00		\$ (1,824.00)
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	3100	\$ 4.00	1682.00	\$ 6,728.00	\$ 12,400.00	-\$5,672.00		\$ (5,672.00)
209-08.07	ROCK CHECK DAM	EACH	5	\$ 400.00	3.00	\$ 1,200.00	\$ 2,000.00	-\$800.00		\$ (800.00)
209-09.01	SANDBAGS	EACH	4000	\$ 4.50	1227.00	\$ 5,521.50	\$ 18,000.00	-\$12,478.50		\$ (12,478.50)
209-09.03	SEDIMENT FILTER BAG (15'x15')	EACH	1	\$ 1,250.00	4.00	\$ 5,000.00	\$ 1,250.00	\$3,750.00	\$ 3,750.00	
209-13.04	TURBIDITY CURTAINS, (WITHOUT LIGHTED BUOYS)	L.F.	285	\$ 55.00	285.00	\$ 15,675.00	\$ 15,675.00	\$0.00	\$ -	\$ -
209-20.03	POLYETHYLENE SHEETING (6 MIL. MINIMUM)	S.Y.	150	\$ 4.00	275.18	\$ 1,100.72	\$ 600.00	\$500.72	\$ 500.72	
209-40.34	CATCH BASIN PROTECTION (TYPE E)	EACH	2	\$ 355.00	1.00	\$ 355.00	\$ 710.00	-\$355.00		\$ (355.00)
209-65.04	TEMPORARY INSTREAM DIVERSION	L.F.	200	\$ 85.00	200.00	\$ 17,000.00	\$ 17,000.00	\$0.00	\$ -	\$ -
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	400	\$ 30.00	748.55	\$ 22,456.50	\$ 12,000.00	\$10,456.50	\$ 10,456.50	
303-01.03	GRANULAR BACKFILL (RETAINING WALLS)	TON	27	\$ 50.00	66.94	\$ 3,347.00	\$ 1,350.00	\$1,997.00	\$ 1,997.00	
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	80	\$ 35.00	299.66	\$ 10,488.10	\$ 2,800.00	\$7,688.10	\$ 7,688.10	
602-02.01	STRUCTURAL STEEL (OVERLOOK)	LB.	7990	\$ 7.00	7990.00	\$ 55,930.00	\$ 55,930.00	\$0.00	\$ -	\$ -
604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	44	\$ 815.00	89.46	\$ 72,909.90	\$ 35,860.00	\$37,049.90	\$ 37,049.90	
604-01.02	STEEL BAR REINFORCEMENT (ROADWAY)	LB.	8025	\$ 1.50	15562.00	\$ 23,343.00	\$ 12,037.50	\$11,305.50	\$ 11,305.50	
604-03.07	CLASS A CONCRETE (EXPOSED AGGREGATE)	C.Y.	45	\$ 2,050.00	15.68	\$ 32,144.00	\$ 92,250.00	-\$60,106.00		\$ (60,106.00)
604-07.01	RETAINING WALL (WALL NO.3 PER PLAN)	S.F.	258	\$ 75.00	258.00	\$ 19,350.00	\$ 19,350.00	\$0.00	\$ -	\$ -
604-07.54	CUT STONE BENCH (96" X 36" X 30")	EACH	4	\$ 7,500.00	4.00	\$ 30,000.00	\$ 30,000.00	\$0.00	\$ -	\$ -
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	63	\$ 85.00	104.00	\$ 8,840.00	\$ 5,355.00	\$3,485.00	\$ 3,485.00	
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	27	\$ 115.00	32.00	\$ 3,680.00	\$ 3,105.00	\$575.00	\$ 575.00	
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	40	\$ 135.00	40.00	\$ 5,400.00	\$ 5,400.00	\$0.00	\$ -	\$ -
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	16	\$ 485.00	19.82	\$ 9,612.70	\$ 7,760.00	\$1,852.70	\$ 1,852.70	
611-07.02	STEEL BAR REINFORCING (PIPE ENDWALLS)	LB.	1100	\$ 1.70	362.00	\$ 615.40	\$ 1,870.00	-\$1,254.60		\$ (1,254.60)
620-02	STEEL RAILING (DECORATIVE RAILING AT OVERLOOK)	L.F.	150	\$ 140.00	132.750	\$ 18,585.00	\$ 21,000.00	-\$2,415.00		\$ (2,415.00)
701-01.02	CONCRETE SIDEWALK (6 ")	S.F.	14276	\$ 5.45	14576.25	\$ 79,440.56	\$ 77,804.20	\$1,636.36	\$ 1,636.36	
701-01.20	BRICK SIDEWALK	S.Y.	505	\$ 188.00	541.00	\$ 101,708.00	\$ 94,940.00	\$6,768.00	\$ 6,768.00	
701-01.21	BRICK HANDICAP RAMP	S.F.	50	\$ 88.00	28.00	\$ 2,464.00	\$ 4,400.00	-\$1,936.00		\$ (1,936.00)
707-01	TREE PROTECTION FENCE	L.F.	600	\$ 12.50	1635.00	\$ 20,437.50	\$ 7,500.00	\$12,937.50	\$ 12,937.50	
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	50	\$ 28.50	154.42	\$ 4,400.97	\$ 1,425.00	\$2,975.97	\$ 2,975.97	
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	260	\$ 42.50	170.05	\$ 7,227.13	\$ 11,050.00	-\$3,822.88		\$ (3,822.88)
709-25	BOULDERS - AVERAGE 2-4 TON PER BOULDER	TON	120	\$ 195.00	450.50	\$ 87,847.50	\$ 23,400.00	\$64,447.50	\$ 64,447.50	
709-25.01	BOULDERS (INSTALL ONLY)	EACH	50	\$ 365.00	53.00	\$ 19,345.00	\$ 18,250.00	\$1,095.00	\$ 1,095.00	
712-01	TRAFFIC CONTROL	LS	1	\$ 33,000.00	1.00	\$ 33,000.00	\$ 33,000.00	\$0.00	\$ -	\$ -

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Quantity Used	Actual Total Contract Cost	Total Estimated Contract Cost	Difference Between Final Cost and Estimated Cost	Additions	Deductions
714-01.37	LIGHT STANDARDS (INSTALL PEDESTRIAN/STREET LIGHTS COMPLETE INCLUDING POLE BASES)	EACH	2	\$ 1,800.00	2.00	\$ 3,600.00	\$ 3,600.00	\$0.00	\$ -	\$ -
714-01.40	LIGHT STANDARDS (INSTALL POINT PARK LIGHTS COMPLETE INCLUDING POLE BASES)	EACH	5	\$ 1,800.00	5.00	\$ 9,000.00	\$ 9,000.00	\$0.00		\$ -
714-01.65	EXTERIOR LIGHTING COMPLETE (INSTALL SURFACE MOUNTED LIGHTS AT OVERLOOK)	EACH	14	\$ 725.00	9.00	\$ 6,525.00	\$ 10,150.00	-\$3,625.00		\$ (3,625.00)
714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCH40)	L.F.	70	\$ 8.00	0.00	\$ -	\$ 560.00	-\$560.00		\$ (560.00)
714-03.03	DIRECT BURIAL CONDUIT (1" PVC, SCH40)	L.F.	70	\$ 6.00	150.00	\$ 900.00	\$ 420.00	\$480.00	\$ 480.00	
714-03.06	DIRECT BURIAL CONDUIT (3/4" PVC, SCH40)	L.F.	670	\$ 5.00	820.00	\$ 4,100.00	\$ 3,350.00	\$750.00	\$ 750.00	
714-05.06	PULL BOX (FOR ELECTRICAL, 6"x6"x6", EXTERIOR RATED)	EACH	6	\$ 250.00	0.00	\$ -	\$ 1,500.00	-\$1,500.00		\$ (1,500.00)
714-05.07	PULL BOX (FOR ELECTRICAL, 12"x12"x12", TRAFFIC RATED)	EACH	2	\$ 350.00	2.00	\$ 700.00	\$ 700.00	\$0.00	\$ -	\$ -
714-06.03	CABLE (1/C #10 AWG)	L.F.	2645	\$ 0.60	3140.00	\$ 1,884.00	\$ 1,587.00	\$297.00	\$ 297.00	
714-06.04	CABLE (1/C #8 AWG)	L.F.	405	\$ 0.90	50.00	\$ 45.00	\$ 364.50	-\$319.50		\$ (319.50)
714-06.05	CABLE (1/C #6 AWG)	L.F.	160	\$ 1.20	55.00	\$ 66.00	\$ 192.00	-\$126.00		\$ (126.00)
717-01	MOBILIZATION	LS	1	\$ 175,000.00	1.00	\$ 175,000.00	\$ 175,000.00	\$0.00	\$ -	\$ -
721-01.07	RAIN BIRD 1806-SAM-PRS 6" POP-UP SPRAY SPRINKLER W\NOZZLE	EACH	15	\$ 27.75	63.00	\$ 1,748.25	\$ 416.25	\$1,332.00	\$ 1,332.00	
721-01.09	RAIN BIRD 5006-PL-PC, FC-PC 6" ROTOR SPRINKLER	EACH	26	\$ 49.70	0.00	\$ -	\$ 1,292.20	-\$1,292.20		\$ (1,292.20)
721.01.11	RAIN BIRD KCZ-100-PRB-COM 1" DRIP CONTROL VALVE W\BOX	EACH	2	\$ 520.63	6.00	\$ 3,123.78	\$ 1,041.26	\$2,082.52	\$ 2,082.52	
721-01.12	RAIN BIRD ARV050 AIR RELEASE W\BOX	EACH	4	\$ 92.40	6.00	\$ 554.40	\$ 369.60	\$184.80	\$ 184.80	
721-01.14	RAIN BIRD XFS-06-12 DRIP LINE WITH FITTINGS\STAKES	L.F.	200	\$ 0.55	350.00	\$ 192.50	\$ 110.00	\$82.50	\$ 82.50	
721-01.15	RAIN BIRD XFS-06-18 DRIP LINE WITH FITTINGS\STAKES	L.F.	2000	\$ 1.25	3174.00	\$ 3,967.50	\$ 2,500.00	\$1,467.50	\$ 1,467.50	
721-01.16	RAIN BIRD PES-100 1" CONTROL VALVE W\BOX	EACH	1	\$ 321.80	1.00	\$ 321.80	\$ 321.80	\$0.00	\$ -	\$ -
721-01.17	RAIN BIRD PESBR-150 1.5" CONTROL VALVE W\BOX	EACH	2	\$ 328.15	7.00	\$ 2,297.05	\$ 656.30	\$1,640.75	\$ 1,640.75	
721-01.23	RAIN BIRD 33LRC 1" QUICK COUPLING VALVE W\BOX , KEY AND HOSE SWIVEL	EACH	1	\$ 310.40	1.00	\$ 310.40	\$ 310.40	\$0.00	\$ -	\$ -
721-01.29	MOISTURE SENSOR W\WIRE AND VALVE BOX (INSTALL ONLY)	EACH	2	\$ 250.00	2.00	\$ 500.00	\$ 500.00	\$0.00	\$ -	\$ -
721-01.30	CLASS 200 PVC LATERAL PIPE 3/4" AND FITTINGS	L.F.	1800	\$ 0.50	500.00	\$ 250.00	\$ 900.00	-\$650.00		\$ (650.00)
721-01.32	CLASS 200 PVC LATERAL PIPE 1" AND FITTINGS	L.F.	40	\$ 0.58	1840.00	\$ 1,067.20	\$ 23.20	\$1,044.00	\$ 1,044.00	
721-01.33	CLASS 200 PVC LATERAL PIPE 1.50" AND FITTINGS	L.F.	80	\$ 1.25	475.00	\$ 593.75	\$ 100.00	\$493.75	\$ 493.75	
721-01.34	CLASS 200 PVC LATERAL PIPE 2" AND FITTINGS	L.F.	60	\$ 1.85	60.00	\$ 111.00	\$ 111.00	\$0.00	\$ -	\$ -
721-01.35	CLASS 200 PVC MAINLINE PIPE 1.50" AND FITTINGS	L.F.	30	\$ 1.25	50.00	\$ 62.50	\$ 37.50	\$25.00	\$ 25.00	
721-01.36	CLASS 200 PVC MAINLINE PIPE 2" AND FITTINGS	L.F.	100	\$ 1.85	100.00	\$ 185.00	\$ 185.00	\$0.00	\$ -	\$ -
721.01.37	SCH 40 PVC SLEEVE 3"	L.F.	30	\$ 1.73	30.00	\$ 51.90	\$ 51.90	\$0.00	\$ -	\$ -
721.01.38	SCH 40 PVC SLEEVE 4"	L.F.	40	\$ 7.50	40.00	\$ 300.00	\$ 300.00	\$0.00	\$ -	\$ -
721.01.39	2 WIRE 14 GA CONTROL WIRE AND WIRE SPLICES	L.F.	150	\$ 7.10	238.00	\$ 1,689.80	\$ 1,065.00	\$624.80	\$ 624.80	
721.01.41	SINGLE STATION BICODER (INSTALL ONLY)	EACH	4	\$ 150.00	4.00	\$ 600.00	\$ 600.00	\$0.00	\$ -	\$ -
730-12.16	CONDUIT (1/2" PVC, SCH40 - OVERLOOK LIGHTING)	L.F.	140	\$ 5.00	130.00	\$ 650.00	\$ 700.00	-\$50.00		\$ (50.00)
730-12.17	CONDUIT (3/4" PVC, SCH40 - OVERLOOK LIGHTING)	L.F.	80	\$ 6.00	70.00	\$ 420.00	\$ 480.00	-\$60.00		\$ (60.00)
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	175	\$ 3.40	240.43	\$ 817.46	\$ 595.00	\$222.46	\$ 222.46	
740-10.04	GEOTEXTILE (TYPE IV) (STABILIZATION)	S.Y.	10	\$ 1.80	1703.00	\$ 3,065.40	\$ 18.00	\$3,047.40	\$ 3,047.40	
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	120	\$ 21.00	127.14	\$ 2,669.94	\$ 2,520.00	\$149.94	\$ 149.94	
801-01.70	SEEDING WITH MULCH (FESCUE SEED BLEND)	UNIT	116	\$ 25.50	158.11	\$ 4,031.81	\$ 2,958.00	\$1,073.81	\$ 1,073.81	
801-01.71	HYDROSEED RIVERBANK SEED MIX	UNIT	8	\$ 165.00	0.00	\$ -	\$ 1,320.00	-\$1,320.00		\$ (1,320.00)
801-03	WATER (SEEDING & SODDING)	M.G.	70	\$ 25.50	0.00	\$ -	\$ 1,785.00	-\$1,785.00		\$ (1,785.00)
801-06.10	SHREDDED HARDWOOD MULCH (LANDSCAPING)	C.Y.	52	\$ 45.00	0.00	\$ -	\$ 2,340.00	-\$2,340.00		\$ (2,340.00)
802-01.11	AMELANCHIER CANADENSIS - 3 STEMS @ 1.5" CAL, B&B, 10' HT	EACH	3	\$ 225.00	3.00	\$ 675.00	\$ 675.00	\$0.00	\$ -	\$ -
802-01.14	BETULA NIGRA 'DURAHEAT' - 1 STEM @ 3" CAL, 2 STEMS @ 2" CAL, B&B, 20' HT	EACH	8	\$ 195.00	8.00	\$ 1,560.00	\$ 1,560.00	\$0.00	\$ -	\$ -
802-01.19	MAGNOLIA VIRGINAINA - B&B, 14 HT, 3 STEM MIN @ 1.5"	EACH	15	\$ 205.00	15.00	\$ 3,075.00	\$ 3,075.00	\$0.00	\$ -	\$ -
802-03.12	CORNUS AMOMUM, 36" SPD X 60" HT, B&B	EACH	6	\$ 41.50	6.00	\$ 249.00	\$ 249.00	\$0.00	\$ -	\$ -

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Quantity Used	Actual Total Contract Cost	Total Estimated Contract Cost	Difference Between Final Cost and Estimated Cost	Additions	Deductions
802-03.15	ITEA VIRGINICA 'HENRY'S GARNET' - 18" SPD X 24" HT, CONT	EACH	222	\$ 28.95	222.00	\$ 6,426.90	\$ 6,426.90	\$0.00	\$ -	\$ -
802-03.17	NYSSA SYLVATICA 'WILDFIRE' - 4" CAL, B&B, 18' HT	EACH	1	\$ 500.00	1.00	\$ 500.00	\$ 500.00	\$0.00	\$ -	\$ -
802-04.12	CHASMANTHIUM LATIFLIUM - 1 GAL, CONT	EACH	172	\$ 8.35	308.00	\$ 2,571.80	\$ 1,436.20	\$1,135.60	\$ 1,135.60	
802-04.15	RHUS AROMATICA 'GRO-LOW' - 18" SPREAD, 24" HT, CONT	EACH	278	\$ 40.50	428.00	\$ 17,334.00	\$ 11,259.00	\$6,075.00	\$ 6,075.00	
802-04.16	HYDRANGAEA ARBORESCENS 'ANABELLE' - 24" SPD, 24" HT, CONT	EACH	17	\$ 40.50	17.00	\$ 688.50	\$ 688.50	\$0.00	\$ -	\$ -
802-04.17	HEMEROCALLIS HYBRIDA 'HYPERION' - 1 GAL, CONT	EACH	316	\$ 7.95	316.00	\$ 2,512.20	\$ 2,512.20	\$0.00	\$ -	\$ -
802-04.18	NARCISSUS 'CARLTON' - DN2 GRADE BULB	EACH	948	\$ 0.80	948.00	\$ 758.40	\$ 758.40	\$0.00		\$ -
802-06.08	METAL LANDSCAPE BED EDGE	L.F.	160	\$ 14.65	150.00	\$ 2,197.50	\$ 2,344.00	-\$146.50		\$ (146.50)
803-01	SODDING (NEW SOD)	S.Y.	4,500	\$ 2.75	1250.00	\$ 3,437.50	\$ 12,375.00	-\$8,937.50		\$ (8,937.50)
805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	160	\$ 4.95	0.00	\$ -	\$ 792.00	-\$792.00		\$ (792.00)
805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	100	\$ 1.05	300.00	\$ 315.00	\$ 105.00	\$210.00	\$ 210.00	
805-12.04	EROSION CONTROL BLANKET (TYPE IV)	S.Y.	1,357	\$ 1.50	415.92	\$ 623.88	\$ 2,035.50	-\$1,411.62		\$ (1,411.62)
806-02.03	PROJECT MOWING CYCLE	CYCLE	2	\$ 4,500.00	2.00	\$ 9,000.00	\$ 9,000.00	\$0.00	\$ -	\$ -
920-11.01	IPE WOOD DECK (INCLUDES ALL FIXTURE, MOUNTINGS, AND CONNECTIONS)	SF	530	\$ 35.50	530.00	\$ 18,815.00	\$ 18,815.00	\$0.00	\$ -	\$ -
	Subtotal					\$ 1,302,371.19	\$ 1,253,257.31	\$49,113.88	\$ 192,976.82	\$ (143,862.94)
	CHANGE ORDER ITEMS									
CHANGE ORDER #1										
611-01.03	MANHOLE > 8FT-12FT DEPTH	EACH	1	\$6,953.40	1.00	\$ 6,953.40	\$ 6,953.40	\$0.00	\$ -	\$ -
611-12.01	CATCH BASIN, TYPE 12, 0FT-4FT DEPTH	EACH	1	\$4,187.35	1.00	\$ 4,187.35	\$ 4,187.35	\$0.00	\$ -	\$ -
CHANGE ORDER #2										
201-01.01	ADDITIONAL CLEARING AND GRUBBING	LS	1	\$3,412.50	1.00	\$ 3,412.50	\$ 3,412.50	\$0.00	\$ -	\$ -
625-02.26	DRILLED SHAFT CASING-PERMANENT	VF	58.33	\$95.00	58.33	\$ 5,541.35	\$ 5,541.35	\$0.00	\$ -	\$ -
CHANGE ORDER #3										
203-02.05	BORROW EXCAVATION (SELECT - SURGE STONE)	TON	200.00	\$36.50	433.34	\$ 15,816.91	\$ 7,300.00	\$8,516.91	\$ 8,516.91	
203-07	FURNISHING AND SPREADING TOPSOIL	CY	300.00	\$16.25	792.00	\$ 12,870.00	\$ 4,875.00	\$7,995.00	\$ 7,995.00	
CHANGE ORDER #4										
105-01.50	CONSTRUCTION LAYOUT (ADDITIONAL SURVEY)	LS	1.00	\$1,118.25	1.00	\$ 1,118.25	\$ 1,118.25	\$0.00	\$ -	\$ -
CHANGE ORDER #5										
714-03	JACK OR BORED CONDUIT (2" SCH 80 PVC)	LF	100.00	\$23.56	200.00	\$ 4,712.00	\$ 2,356.00	\$2,356.00	\$ 2,356.00	
714-05.07	PULL BOX (12"x12"x12" TRAFFIC RATED)	EACH	2	\$321.30	0.00	\$ -	\$ 642.60	-\$642.60		\$ (642.60)
CHANGE ORDER #6										
717-01.04	MOBILIZATION (SPECIAL EVENT)	LS	1	\$3,750.00	1.00	\$ 3,750.00	\$ 3,750.00	\$0.00	\$ -	\$ -
801-06.10	SHREDDED HARDWOOD MULCH (LANDSCAPING)	CY	52	-\$45.00			\$ (2,340.00)	\$2,340.00	\$ 2,340.00	
801-06.10	PINE STRAW MULCH	CY	50	\$45.00	60.00	\$ 2,700.00	\$ 2,250.00	\$450.00	\$ 450.00	
920-12.01	RELOCATE LOWER EXISTING IRRIGATION	LS	1	\$3,724.80	1.00	\$ 3,724.80	\$ 3,724.80	\$0.00	\$ -	\$ -
920-13.01	RIVER ROCK	SF	255	\$22.24	255.00	\$ 5,671.20	\$ 5,671.20	\$0.00	\$ -	\$ -
CHANGE ORDER #7										
104-01.02	RAISE EXISTING CASTINGS	LS	1	\$848.98	1.00	\$ 848.98	\$ 848.98	\$0.00	\$ -	\$ -
502-04.01	SAW CUT CONCRETE	EACH	1	\$525.00	1.00	\$ 525.00	\$ 525.00	\$0.00	\$ -	\$ -
920-12.01	RELOCATE LOWER EXISTING IRRIGATION (JBC 5% MARKUP FROM CO #6)	LS	1	\$186.24	1.00	\$ 186.24	\$ 186.24	\$0.00	\$ -	\$ -
920-13.01	RIVER ROCK (REVISED DUE TO MISCALCULATION ON COF #2)	SF	255	\$0.37	255.00	\$ 94.35	\$ 94.35	\$0.00	\$ -	\$ -
CHANGE ORDER #8										
714-09.09	LUMINAIRES (F10-LED FLOOD LIGHTS)	EACH	4	\$1,030.73	4.00	\$ 4,122.92	\$ 4,122.92	\$0.00	\$ -	\$ -
714-09.10	LUMINAIRES (F10A-LED FLOOD LIGHTS)	EACH	5	\$1,021.95	5.00	\$ 5,109.75	\$ 5,109.75	\$0.00	\$ -	\$ -
714-09.11	LUMINAIRES (F10A-LED FLOOD LIGHTS) NEW	EACH	5	\$1,652.67	5.00	\$ 8,263.35	\$ 8,263.35	\$0.00	\$ -	\$ -
920-14.01	IPE DECKING AND WELDING REPAIR	LS	1	\$4,500.00	1.00	\$ 4,500.00	\$ 4,500.00	\$0.00	\$ -	\$ -
	Change Order Subtotal					\$ 94,108.35	\$ 73,093.04	\$21,015.31	\$ 21,657.91	\$ (642.60)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Quantity Used	Actual Total Contract Cost	Total Estimated Contract Cost	Difference Between Final Cost and Estimated Cost	Additions	Deductions
	STORED MATERIALS							\$0.00	\$ -	\$ -
	STORED MATERIALS SUBTOTAL					\$ -	\$ -	\$0.00	\$ -	\$ -
	Total Completed & Stored					\$ 1,396,479.54	\$ 1,326,350.35	\$70,129.19	\$ 70,129.19	
	0% Retainage					\$ -		\$0.00	\$ -	\$ -
	Total of Previous Payments / Cost to Date Minus Retainage					\$ 1,396,479.54		\$1,396,479.54		
	TOTAL OVERRUN/UNDERRUNS FOR 3rd AVENUE TRAIL								\$ 70,129.19	Overrun

EXPLANATION OF OVERRUNS AND UNDERRUNS

FEDERAL PROJECT NO.

STP-M-9305(28)

STATE PROJECT NO.

94LPLM-F3-018

REFERENCE NO.

109424

COUNTY

WILLIAMSON

15%

40%

ORIGINAL CONTRACT AMOUNT

\$1,253,257.31

MAJOR ITEM AMOUNT

\$187,988.60

OF ORIGINAL CONTRACT AMOUNT

\$501,302.92

ITEM NO.	DESCRIPTION	+ OVERRUN - UNDERRUN	UNIT	EXPLANATION
604-01.01	CLASS A CONCRETE (ROADWAY)	45.46	CY	City of Franklin decided to use more Class A Concrete (Roadway) in order to provide a greater contrast within the water stairs.
604-01.02	STEEL BAR REINFORCEMENT (ROADWAY)	7,537.00	LBS	Additional steel bar reinforcement was required for the water stairs. Original quantity that was calculated was not correct.
604-03.07	CLASS A CONCRETE (EXPOSED AGGREGATE)	(29.32)	CY	City of Franklin decided to use less Class A Concrete (Exposed Aggregate) for the water stairs as Class A Concrete was substituted in order to provide a greater contrast within the water stairs.
707-01	TREE PROTECTION FENCE	1035	L.F.	Tree protection fence was only called out for the tree areas and it was utilized for separation between the project site and the public at the existing brick sidewalk.
709-25	BOULDERS - AVERAGE 2-4 TON PER BOULDER	330.50	TON	Plan quantities called out for area under overlook to have Class B Rip Rap in order to save money based on cost from previous project. However, when work on the overlook was occurring, contractor had boulders on other project that COF approved to utilize in order to achieve original design intent of plans.
802-04.15	RHUS AROMATICA 'GRO-LOW'-18" SPREAD, 24" HT, CONT	150.000	EACH	Contract quantity only account for 278, as these were to be spaced out throughout the project site. COF states they would add additional to meet original plan intent.
611-01.03	MANHOLE > 8FT-12FT DEPTH	1.000	EACH	See TDOT Change Order #1.
611-12.01	CATCH BASIN, TYPE 12, 0FT-4FT DEPTH	1.000	EACH	See TDOT Change Order #1.
201-01.01	ADDITIONAL CLEARING AND GRUBBING	1.000	LS	See TDOT Change Order #2.
625-02.26	DRILLED SHAFT CASING-PERMANENT	58.330	V.F.	See TDOT Change Order #2.
203-02.05	BORROW EXCAVATION (SELECT-SURGE STONE)	433.340	TON	See TDOT Change Order #3. Quantity was estimated to be 200 Tons, but 433.34 Tons were used due to additional backfill needed behind the water stairs and overlook area.
203-07	FURNISHING AND SPREADING TOPSOIL	792.000	CY	See TDOT Change Order #3. Very little topsoil was located on the project site, therefore in order to provide proper topsoil throughout the project site, additional topsoil had to be imported. Original quantity was estimated at 300 CY but 792 CY was required.
105-01.50	CONSTRUCTION LAYOUT (ADDITIONAL SURVEY)	1.000	LS	See TDOT Change Order #4.
714-03	JACK OR BORED CONDUIT (2" SCH 80 PVC)	200.000	LF	See TDOT Change Order #5.
717-01.04	MOBILIZATION (SPECIAL EVENT)	1.000	LS	See TDOT Change Order #6.
801-06.10	SHREDDED HARDWOOD MULCH (LANDSCAP	(52.000)	CY	See TDOT Change Order #6.
801-06.10	PINE STRAW MULCH	60.000	CY	See TDOT Change Order #6. Pine Straw was substituted for hardwood mulch. Estimated quantity was to be 50 CY of pine straw, but contractor ended up using 60 CY in order to cover all landscape areas properly.
920-12.01	RELOCATE LOWER EXISTING IRRIGATION	1.000	LS	See TDOT Change Order #6.
920-13.01	RIVER ROCK	255.000	SF	See TDOT Change Order #6.

104-01.02	RAISE EXISTING CASTINGS	1.000	LS	See TDOT Change Order #7.
502-04.01	SAW CUT CONCRETE	1.000	EACH	See TDOT Change Order #7.
714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCH40)	(70.000)	LF	S&W did not need to install 2" conduit on the project as only 1" was used throughout the project site.
714-05.06	PULL BOX (FOR ELECTRICAL, 6"x6"x6", EXTERIOR RATED)	(6.000)	EACH	12"x12"x12" Pull Boxes were used, but no 6"x6"x6" boxes were required.
721-01.09	RAIN BIRD 5006-PL-PC, FC-PC 6" ROTOR SPRINKLER	(26.000)	EACH	Reed Landscaping in conjunction with the COF Parks Department agreed that the use of the MP Rotor Sprinklers were a better use for the project, therefore, these were not used.
801-01.71	HYDROSEED RIVERBANK SEED MIX	(8.000)	UNIT	Due to extensive vegetation along the riverbank and no additional clearing required, there was no need to hydroseed the riverbank to provide stabilization.
801-03	WATER (SEEDING & SODDING)	(70.000)	M.G.	Since the project contained irrigation, no water was required as all plantings were installed after the irrigation was functional.
805-12.01	EROSION CONTROL BLANKET (TYPE I)	(160.000)	S.Y.	Erosion Control Blanket Type I was not utilized as Type 2 was utilized in all areas that required it on the project.

101.64- Major and Minor Items. ” Major Items will be determined as follows:

- a. Any original contract item having a value of 15% or more of the original contract amount, based on the original estimated quantity, shall be a major item.
- b. The accumulation of the least number of individual items that total at least 40% of the original contract amount also shall be major items. The items shall be totaled sequentially starting with the largest item (based on original prices and quantities).
- c. Any items that do not meet (a) or (b) above shall be minor items.

CIRCULAR LETTER

Section: 109.03 Compensation for Altered Quantities
Number: 109.03-01
Subject: Overrun and Underrun Explanations
Date: December 1, 2009

Explanations for overruns and underruns on revised and/or final estimates are to be provided in accordance with the following guidelines:

1. Explanations are to be given if an item is not used.
2. Explain items covered by a Supplemental Agreement by referring to the Supplemental Agreement, e.g., "See Supplemental Agreement No. ____."
3. Explain items covered by a Plans Revision by referring to the Plans Revision, e.g., "See Plans Revision dated ____."
4. Explanations are to be given for overruns or underruns on major items (as defined in Subsection 101.64 of the Standard Specifications) if the final quantity varies from the original quantity by 10% or more.
5. Explanations are to be given if the Engineer extends time due to overruns in accordance with Subsection 108.06 of the Standard Specifications and Circular Letter 108.06-02.
6. Explanations are to be given for overruns and underruns due to other factors considered significant by the project Supervisor.

Explanations for changes not consistent with the above will be required if deemed significant by the Regional Construction Office, Headquarters Construction Office or Federal Highway Administration.

Request for Construction Change

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$12,124,758.73
Net Increase (Decrease) from previous Change Orders	\$195,185.74
Contract Price prior to this Change Order:	\$12,319,944.47
Net increase (decrease) of this Change Order:	(\$321,657.24)
Contract Price with all approved Change Orders:	\$11,998,287.23

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	*****
Ready for final payment:	<u>May 12, 2014</u> (455 days)
Net change from previous Change Orders and Work Change Directives:	
Substantial Completion:	*****
Ready for final payment:	Add 102 calendar days
Contract Times prior to this Change Order:	
Substantial Completion:	*****
Ready for final payment:	<u>August 22, 2014</u> (557 days)
Net increase (decrease) this Change Order:	
Substantial Completion:	*****
Ready for final payment:	<u>August 22, 2014</u> (557 days)
Contract Times with all approved Change Orders:	
Substantial Completion:	*****
Ready for final payment:	<u>August 22, 2014</u> (557 days)

Change Order No. 3 FINAL

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

Contract No. 2012-0110
Project Hillsboro Road Improvements
(SR 106, US-431) From New Hwy 96
West to Independence Square

Whereas, we **Civil Constructors, Inc.** entered into an contract with the CITY OF FRANKLIN, on **December 11, 2012**, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

1. Final reconciliation of all miscellaneous overruns and underruns of pay items for project closeout.

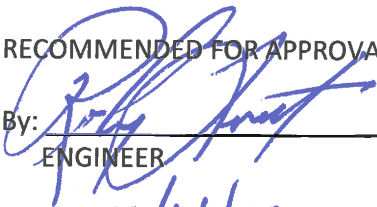
Attachments (List documents supporting change):

Final pay application request from Civil Constructors, Inc. and water bill invoice.

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
	Miscellaneous pay item quantity over runs and under runs				(\$321,657.24)
TOTAL					(\$321,657.24)

Now, Therefore, We, **Civil Constructors, Inc.**, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement 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 remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By:  By:  By: _____
ENGINEER CITY PROJECT MANAGER DIRECTOR OF ENGINEERING
Date: 11/14/16 Date: 11/14/2016 Date: _____

ACCEPTED

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

By: _____
Surety (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____



TO: City of Franklin
Engineering Department
109 Third Avenue South
Franklin, TN
Attn: William Banks

City of Franklin Project # 2012-0110
TDOT PIN # 114318
SEI Project # 801

From: Civil Constructors, Inc.
P.O. Box 685
Franklin, TN 37065
Attn: John Basinger
(615) 236-9000

04/1/2016 thru
Estimate Period: 9/30/2016

Estimate #: 27

Date: October 27, 2016

Project: Hillsboro Rd Improvements
New Hwy 96 West to Independence Sq

** Partial Billing **

ORIGINAL CONTRACT AMOUNT

\$ 12,124,768.73

Pay Item	Pay Item Description	Quantity	Unit	Unit Price	Work Completed		Materials Put Into Storage This Period	Total Completed and Stored To Date	To-Date Quantity
					Current Quantity	Previous Quantity			
104-04.02	ADDITIONAL COMPENSATION (TRAFFIC CONTROL)	1.000	L.S.	\$ 10,192.00	-	1.00		\$ 10,192.00	1.00
105-01	CONSTRUCTION STAKES, LINES AND GRADES	1.000	L.S.	\$ 78,800.00	-	1.00		\$ 78,800.00	1.00
201-01	CLEARING AND GRUBBING	1.000	L.S.	\$ 37,370.00	-	1.00		\$ 37,370.00	1.00
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (INCLUDED BUT NOT LIMITED TO ITEMS SUCH AS SIGNS, FENCES, BRICK COLUMNS, CONCRETE CURBS, MAILBOXES AND ALL OTHER ITEMS WITHIN THE GRADING LIMITS UNLESS OTHERWISE NOTED)	1.000	L.S.	\$ 12,920.00	-	1.00		\$ 12,920.00	1.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	18,565.000	C.Y.	\$ 19.40	-	19,751.00		\$ 383,169.40	19,751.00
203-02.03	ROCK FILTER	1.000	TON	\$ 18.40	-	4,422.50		\$ 81,374.00	4,422.50
203-05	UNDERCUTTING (UNIT PRICE INCLUDES MINERAL AGGREGATE (SURGE STONE) BACKFILL)	2,785.000	C.Y.	\$ 35.80	-	4,324.15		\$ 154,804.57	4,324.15
203-06	WATER	1,228.000	M.G.	\$ 9.40	442.85	1,768.00		\$ 20,782.00	2,210.85
203-07	FURNISHING & SPREADING TOPSOIL	2,428.000	C.Y.	\$ 13.00	-	3,983.00		\$ 51,779.00	3,983.00
204-07	BEDDING MATERIAL (PIPE CLASS "B")	1,344.000	C.Y.	\$ 28.80	-	1,021.76		\$ 29,528.86	1,021.76
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL), (INCLUDES 795 C.Y. FOR WATER AND SEWER WORK)	1,008.000	C.Y.	\$ 68.00	-	64.00		\$ 4,352.00	64.00
209-05	SEDIMENT REMOVAL	131.000	C.Y.	\$ 12.50	-	45.00		\$ 562.50	45.00
209-08.01	TEMPORARY FILTER BARRIER, (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE)	2,230.000	L.F.	\$ 1.40	-	890.00		\$ 1,246.00	890.00
209-08.07	ROCK CHECK DAM ("V-DITCH", 2'-4" DEPTH, OR AS DIRECTED BY THE ENGINEER)	4.000	EACH	\$ 270.00	-	4.00		\$ 1,080.00	4.00
209-40.33	CATCH BASIN PROTECTION (TYPE D), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE)	6.000	EACH	\$ 162.00	-	28.00		\$ 4,536.00	28.00
209-40.42	CATCH BASIN FILTER ASSEMBLY (TYPE 2), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATE WITH REPAIR AND MAINTENANCE)	262.000	EACH	\$ 378.00	-	-		\$ -	-
209-40.46	CATCH BASIN FILTER ASSEMBLY (TYPE 6), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR AND MAINTENANCE)	27.000	EACH	\$ 378.00	-	5.00		\$ 1,890.00	5.00
303-01	MINERAL AGGREGATE TYPE A BASE GRADING "D", (INCLUDES 789 TONS FOR STONE WEDGE)	23,360.000	TON	\$ 16.20	-	19,782.59		\$ 320,477.96	19,782.59
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	7,819.000	TON	\$ 73.30	-	4,257.65		\$ 312,085.75	4,257.65
307-02.02	ASPHALT CEMENT (PG70-22) (BPMB-HM) GRADING A-S	199.000	TON	\$ 829.00	-	89.26		\$ 73,996.54	89.26
307-02.03	AGGREGATE (BPMB-HM) GRADING A-S MIX	5,921.000	TON	\$ 43.50	-	2,885.42		\$ 125,515.77	2,885.42
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2, (INCLUDES 1,650 TONS FOR WATER AND SEWER WORK)	3,842.000	TON	\$ 89.50	-	3,863.07		\$ 345,744.77	3,863.07
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC), (INCLUDES 15 TONS FOR MAINTENANCE OF TRAFFIC)	69.000	TON	\$ 703.00	-	12.59		\$ 8,850.77	12.59
402-02	AGGREGATE FOR COVER MATERIAL (PC), (INCLUDES 57 TONS FOR MAINTENANCE FO TRAFFIC)	272.000	TON	\$ 43.30	-	137.91		\$ 5,971.50	137.91
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC), (INCLUDES 1 TONS FOR MAINTENANCE OF TRAFFIC AND 0.28 TONS FOR WATER AND SEWER WORK)	33.000	TON	\$ 730.00	-	4.46		\$ 3,255.80	4.46
407-20.05	SAW CUTTING ASPHALT PAVEMENT, (TO BE USED AS DIRECTED BY THE ENGINEER FOR CONNECTIONS AT EXISTING ROADWAYS)	8,090.000	L.F.	\$ 1.75	-	14,841.00		\$ 25,971.75	14,841.00
411-02.10	ACS MIX (PG70-22) GRADING D, (INCLUDES 345 TONS FOR WATER AND SEWER WORK)	2,711.000	TON	\$ 108.00	-	3,608.56		\$ 389,724.48	3,608.56
415-01.02	COLD PLANING BITUMINOUS PAVEMENT, (DEPTH 1.25" +/- TO BE USED AS DIRECTED BY THE ENGINEER)	4,141.000	S.Y.	\$ 2.75	-	24,567.00		\$ 67,559.25	24,567.00
604-08.10	RETAINING WALL #1, 3-TIER WESTBLOCK WALL SYSTEM (STA. 215+39 +/- TO STA. 230+75 +/-)	13,420.000	S.F.	\$ 34.20	-	13,420.00		\$ 458,964.00	13,420.00
604-08.11	RETAINING WALL #2, 2 TIER WESTBLOCK WALL SYSTEM (STA. 224+50 +/- TO STA. 230+75 +/-)	7,964.000	S.F.	\$ 38.70	-	7,964.00		\$ 292,278.60	7,964.00
604-08.12	RETAINING WALL #2 CAST-IN-PLACE (STA. 220+90 +/- TO STA. 222+55 +/-)	2,179.000	S.F.	\$ 141.00	-	2,258.25		\$ 318,413.25	2,258.25
604-08.13	RETAINING WALL CAST-IN-PLACE (STA. 212+25 +/- (LT) TO STA. 213+29 +/- (LT))	780.000	S.F.	\$ 70.30	-	743.18		\$ 52,245.55	743.18

604-08.14	RETAINING WALL CAST-IN-PLACE (STA. 231+26+/- (RT) TO STA. 213+89+/- (RT)	548.000	S.F.	\$ 70.30	-	554.84	\$ 39,006.25	554.84
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	4,078.000	L.F.	\$ 41.90	-	3,889.00	\$ 162,949.10	3,889.00
607-03.30	18" CONCRETE PIPE CULVERT (ADVANCE DRAINAGE SYSTEM, INC. (ADS) N-12 HIGH PERFORMANCE (HP)	120.000	L.F.	\$ 35.60	-	-	\$ -	-
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	1,132.000	L.F.	\$ 67.30	-	1,136.00	\$ 65,092.60	1,136.00
607-10.02	54" CONCRETE PIPE CULVERT (CLASS III)	1.000	L.F.	\$ 208.00	-	92.00	\$ 6,866.00	32.00
607-11.03	60" CONCRETE PIPE CULVERT (CLASS III)	278.000	L.F.	\$ 218.00	-	222.00	\$ 48,396.00	222.00
611-07.01	CLASS "A" CONCRETE (PIPE END WALLS)	10.000	C.Y.	\$ 677.00	-	26.74	\$ 18,102.98	26.74
611-07.02	STEEL BAR REINFORCEMENT (PIPE END WALLS)	120.000	LBS	\$ 1.60	-	1,906.00	\$ 3,049.60	1,906.00
611-12.01	CATCH BASINS, TYPE 12, DEPTH 0'-4' (COMPLETE IN-PLACE)	1.000	EACH	\$ 2,640.00	-	1.00	\$ 2,640.00	1.00
611-12.02	CATCH BASINS, TYPE 12, DEPTH 4'-8' (COMPLETE IN-PLACE)	25.000	EACH	\$ 2,890.00	-	26.00	\$ 75,140.00	26.00
611-12.03	CATCH BASINS, TYPE 12, DEPTH 8'-12' (COMPLETE IN-PLACE)	8.000	EACH	\$ 4,350.00	-	7.00	\$ 30,450.00	7.00
611-12.04	CATCH BASINS, TYPE 12, DEPTH 12'+ (COMPLETE IN-PLACE)	7.000	EACH	\$ 5,470.00	-	1.00	\$ 5,470.00	1.00
611-14.01	CATCH BASINS, TYPE 14, DEPTH 0'-4' (COMPLETE IN-PLACE)	-	EACH	\$ 3,620.00	-	-	\$ -	-
611-14.02	CATCH BASINS, TYPE 14, DEPTH 4'-8' (COMPLETE IN-PLACE)	9.000	EACH	\$ 5,090.00	-	9.00	\$ 45,810.00	9.00
611-14.03	CATCH BASINS, TYPE 14, DEPTH 8'-12' (COMPLETE IN-PLACE)	5.000	EACH	\$ 10,280.00	-	4.00	\$ 41,040.00	4.00
611-14.04	CATCH BASINS, TYPE 14, DEPTH 12'+ (COMPLETE IN-PLACE)	2.000	EACH	\$ 14,060.00	-	1.00	\$ 14,060.00	1.00
611-38.02	CATCH BASINS, TYPE 38, DEPTH 4'-8' (COMPLETE IN-PLACE)	1.000	EACH	\$ 3,790.00	-	2.00	\$ 7,580.00	2.00
611-42.01	CATCH BASINS, TYPE 42, DEPTH 0'-4' (COMPLETE IN-PLACE)	16.000	EACH	\$ 2,020.00	-	15.00	\$ 30,300.00	15.00
611-42.02	CATCH BASINS, TYPE 42, DEPTH 4'-8' (COMPLETE IN-PLACE)	1.000	EACH	\$ 3,270.00	-	1.00	\$ 3,270.00	1.00
611-02.10	JUNCTION BOX, TYPE 1 (COMPLETE IN-PLACE)	4.000	EACH	\$ 2,070.00	-	4.00	\$ 8,280.00	4.00
701-01.02	CONCRETE SIDEWALK (8" THICKNESS W/ FIBER MESH AND 8" AGGREGATE CLASS "A" GRADING "D" BASE, TO BE USED FOR CONCRETE ISLANDS)	423.000	S.F.	\$ 5.15	-	-	\$ -	-
701-02	CONCRETE DRIVEWAY (APPROACH APRON WITHIN RIGHT-OF-WAY, 8" THICKNESS W/ FIBER MESH AND 4" AGGREGATE)	8,118.000	S.F.	\$ 6.45	-	-	\$ -	-
701-02.02	CONCRETE DRIVEWAY (8" THICKNESS W/ FIBER MESH AND 4" AGGREGATE CLASS "A" GRADING "D" BASE)	8,118.000	S.F.	\$ 6.50	-	10,472.00	\$ 68,068.00	10,472.00
702-01.02	CONCRETE CURB (FOR USE WITH CONCRETE ISLANDS)	92.000	L.F.	\$ 21.60	-	-	\$ -	-
702-01.01	EXTRUDED MOUNTABLE CURB	3,325.000	L.F.	\$ 4.30	-	73.00	\$ 313.90	73.00
702-03	CONCRETE COMBINED CURB & GUTTER	540.000	C.Y.	\$ 184.00	-	720.82	\$ 132,630.88	720.82
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE (INCLUDES 900 L.F. TO BE USED WITH EROSION CONTROL)	2,500.000	L.F.	\$ 1.20	-	3,807.00	\$ 4,568.40	3,807.00
710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	7,551.000	L.F.	\$ 4.60	-	4,913.00	\$ 22,599.80	4,913.00
712-01	TRAFFIC CONTROL (UNIT PRICE INCLUDES INSTALLATION AND REMOVAL COST OF ALL TEMPORARY PAVEMENT MARKINGS)	1.000	L.S.	\$ 82,810.00	-	1.00	\$ 82,810.00	1.00
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	2,900.000	L.F.	\$ 30.50	-	3,590.00	\$ 109,495.00	3,590.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY)	300.000	EACH	\$ 41.10	-	509.00	\$ 20,919.90	509.00
712-04.10	28-INCH TEMPORARY FLEXIBLE TUBULAR DELINEATOR	60.000	EACH	\$ 37.80	-	-	\$ -	-
712-08	SIGNS (CONSTRUCTION)	864.000	S.F.	\$ 10.00	-	1,605.36	\$ 16,053.60	1,605.36
712-06.01	VERTICAL PANELS	580.000	S.F.	\$ 9.75	-	74.00	\$ 721.50	74.00
712-06.11	CONSTRUCTION IDENTIFICATION SIGNS	2.000	EACH	\$ 1,590.00	-	-	\$ -	-
712-07.03	TEMPORARY BARRICADES (TYPE III)	432.000	L.F.	\$ 31.40	-	184.00	\$ 5,777.60	184.00
713-16.04	CHANGEABLE MESSAGE SIGN	2.000	EACH	\$ 19,030.00	-	2.00	\$ 38,060.00	2.00
716-12.01	ENHANCED FLATLINE THERMO PAVEMENT MARKING (4" LINE, SSWL, SSYL, OSYL, SBYL & SBWL)	5.707	L.M.	\$ 3,140.00	-	5.943	\$ 18,661.02	5.943
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	254.000	L.F.	\$ 13.00	-	430.00	\$ 5,590.00	430.00
716-02.08	PLASTIC PAVEMENT MARKING TURN LANE ARROW (LEFT OR RIGHT)	20.000	EACH	\$ 162.00	-	20.00	\$ 3,240.00	20.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK), (QUANTITY IS CALCULATED FROM FACE OF CURB TO FACE OF CURB)	90.000	L.F.	\$ 37.80	-	379.00	\$ 14,326.20	379.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	4.000	EACH	\$ 195.00	-	2.00	\$ 390.00	2.00
716-04.05	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	7.000	EACH	\$ 135.00	-	8.00	\$ 1,080.00	8.00
716-04.11	PLASTIC PAVEMENT MARKING (BICYCLE SYMBOL WRIDER)	8.000	EACH	\$ 324.00	-	15.00	\$ 4,860.00	15.00
716-04.14	PLASTIC PAVEMENT MARKING (LANE REDUCTION ARROW)	2.000	EACH	\$ 243.00	-	-	\$ -	-
717-01	MOBILIZATION	1.000	L.S.	\$ 324,335.00	-	1.00	\$ 324,335.00	1.00
740-11.02	TEMPORARY SEDIMENT TUBE 12 INCH	3,380.000	L.F.	\$ 2.70	-	3,386.00	\$ 9,142.20	3,386.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	87.000	UNIT	\$ 29.20	-	528.45	\$ 15,430.74	528.45
803-01	SODDING (NEW SOD, INSTALLATION SHALL BE INSTALLED ON TOPSOIL, TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6")	9,711.000	S.Y.	\$ 2.70	-	6,720.00	\$ 18,144.00	6,720.00

SIGNALIZATION									
713-16.20	SIGNS (OVERHEAD STREET NAME SIGNS)	10.000	EACH	\$ 253.00	-	10.00		\$ 2,530.00	10.00
713-16.21	SIGNS (R10-10, 24"x30")	2.000	EACH	\$ 282.00	-	2.00		\$ 564.00	2.00
713-16.22	SIGNS (R10-12, 30"x36")	3.000	EACH	\$ 253.00	-	3.00		\$ 759.00	3.00
713-16.23	SIGNS (R3-2, 24"x30")	1.000	EACH	\$ 282.00	-	1.00		\$ 282.00	1.00
713-16.24	SIGNS (R3-8 MODIFIED, 30"x36")	5.000	EACH	\$ 314.00	-	-		\$ -	-
713-16.25	SIGNS (R3-8 MODIFIED, 30"x48")	5.000	EACH	\$ 369.00	-	-		\$ -	-
713-16.26	SIGNS (R3-8 MODIFIED, 30"x54")	2.000	EACH	\$ 282.00	-	-		\$ -	-
713-16.27	SIGNS (NO CRUISING ZONE)	1.000	EACH	\$ 282.00	-	1.00		\$ 282.00	1.00
713-16.28	SIGNS (END NO CRUISING ZONE)	1.000	EACH	\$ 282.00	-	1.00		\$ 282.00	1.00
713-16.29	SIGNS (TRUCK ROUTE SIGN, NORTHBOUND AND EASTBOUND TRAFFIC)	1.000	EACH	\$ 282.00	-	1.00		\$ 282.00	1.00
713-16.30	SIGNS (TRUCK ROUTE SIGN, SOUTHBOUND AND WESTBOUND TRAFFIC)	1.000	EACH	\$ 282.00	-	1.00		\$ 282.00	1.00
713-16.31	SIGNS (R10-22, 10"x12")	5.000	EACH	\$ 282.00	-	-		\$ -	-
714-09.08	LUMINAIRES (METAL HALLIDE)	6.000	EACH	\$ 3,290.00	-	7.00	\$ -	\$ 23,030.00	7.00
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	1.000	L.S.	\$ 2,150.00	-	1.00		\$ 2,150.00	1.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	14.000	EACH	\$ 951.00	-	14.00		\$ 13,314.00	14.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE, 3 LEFT, 4 RIGHT)	7.000	EACH	\$ 1,620.00	-	7.00		\$ 11,340.00	7.00
730-02.30	SIGNAL HEAD ASSEMBLY (130 A2 WITH BACKPLATE)	2.000	EACH	\$ 956.00	-	2.00		\$ 1,912.00	2.00
730-03.21	INSTALL PULL BOX (TYPE B)	26.000	EACH	\$ 405.00	-	29.00	\$ -	\$ 11,745.00	29.00
730-05.01	ELECTRICAL SERVICE CONNECTION	3.000	EACH	\$ 3,640.00	-	3.00		\$ 10,920.00	3.00
730-05.03	SERVICE CABLE (3 CONDUCTOR, #6 AWG)	150.000	L.F.	\$ 3.05	-	180.00		\$ 549.00	180.00
730-05.03	SERVICE CABLE (LUMINAIRE AC)	700.000	L.F.	\$ 1.40	-	2,885.00		\$ 3,759.00	2,885.00
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	500.000	L.F.	\$ 1.05	-	-		\$ -	-
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	1,700.000	L.F.	\$ 1.20	-	4,670.00		\$ 5,604.00	4,670.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	3,600.000	L.F.	\$ 1.40	-	4,455.00		\$ 5,237.00	4,455.00
730-08.10	SIGNAL CABLE (EMERGENCY PREEMPTION CABLE)	1,200.000	L.F.	\$ 1.20	-	1,400.00		\$ 1,680.00	1,400.00
730-12.01	CONDUIT 1" DIAMETER (PVC)	150.000	L.F.	\$ 6.95	-	25.00		\$ 148.75	25.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	1,700.000	L.F.	\$ 6.70	-	2,750.00		\$ 18,425.00	2,750.00
730-12.03	CONDUIT 3" DIAMETER (PVC)	100.000	L.F.	\$ 5.20	-	1,780.00		\$ 9,162.00	1,780.00
730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	900.000	L.F.	\$ 23.80	-	70.00		\$ 1,666.00	70.00
730-13.03	VEHICLE DETECTOR (4-CHANNEL, RACK MOUNT)	16.000	EACH	\$ 479.00	-	16.00	\$ -	\$ 7,664.00	16.00
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	6.000	EACH	\$ 1,450.00	-	6.00		\$ 8,700.00	6.00
730-13.07	VEHICLE DETECTOR (RADIO/GPS ACTIVATED PRIORITY CONTROL)	3.000	EACH	\$ 9,710.00	-	3.00		\$ 29,130.00	3.00
730-14.01	SHIELDED DETECTOR CABLE	11,560.000	L.F.	\$ 0.80	-	14,130.00		\$ 11,304.00	14,130.00
730-14.02	SAW SLOT	9,000.000	L.F.	\$ 3.45	-	4,480.00		\$ 15,387.00	4,480.00
730-14.03	LOOP WIRE	19,000.000	L.F.	\$ 0.60	-	12,810.00		\$ 7,686.00	12,810.00
730-15.11	MODIFY CABINET	1.000	EACH	\$ 652.00	-	1.00		\$ 652.00	1.00
730-16.32	CABINET (EIGHT PHASE BASE MOUNTED)	2.000	EACH	\$ 13,040.00	-	2.00	\$ -	\$ 26,080.00	2.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	2.000	EACH	\$ 3,970.00	-	2.00	\$ -	\$ 7,940.00	2.00
730-23.30	PEDESTAL POLE (STANDARD)	1.000	EACH	\$ 1,380.00	-	1.00		\$ 1,380.00	1.00
730-23.31	PEDESTAL POLE (DECORATIVE)	7.000	EACH	\$ 2,980.00	-	8.00	\$ -	\$ 17,760.00	8.00
730-23.36	CANTILEVER SIGNAL SUPPORT (1 ARM @ 35', DECORATIVE W/ LUMINAIRE)	1.000	EACH	\$ 14,880.00	-	1.00	\$ -	\$ 14,880.00	1.00
730-23.37	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45', DECORATIVE)	2.000	EACH	\$ 20,310.00	-	2.00	\$ -	\$ 40,620.00	2.00
730-23.38	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45', DECORATIVE W/ LUMINAIRE)	2.000	EACH	\$ 20,310.00	-	2.00	\$ -	\$ 40,620.00	2.00
730-23.39	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50', DECORATIVE W/ LUMINAIRE)	2.000	EACH	\$ 22,730.00	-	2.00	\$ -	\$ 45,460.00	2.00
730-23.40	CANTILEVER SIGNAL SUPPORT (1 ARM @ 55', DECORATIVE)	1.000	EACH	\$ 23,110.00	-	1.00	\$ -	\$ 23,110.00	1.00
730-26.02	PEDESTRIAN PUSHBUTTON WITH 15" SIGN	24.000	EACH	\$ 654.00	-	24.00		\$ 15,696.00	24.00
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	24.000	EACH	\$ 695.00	-	24.00		\$ 16,680.00	24.00
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	2.000	EACH	\$ 9,880.00	-	2.00	\$ -	\$ 19,360.00	2.00
920-10.04	PEDESTRIAN PUSHBUTTON POST (STANDARD)	2.000	EACH	\$ 737.00	-	2.00		\$ 1,474.00	2.00
920-11.04	PEDESTRIAN PUSHBUTTON POST (DECORATIVE)	2.000	EACH	\$ 2,310.00	-	2.00	\$ -	\$ 4,620.00	2.00
SIGNAL COMMUNICATION									
725-02.06	VIDEO ENCODER	1.000	EACH	\$ 2,660.00	-	1.00		\$ 2,660.00	1.00
725-02.25	FIELD HUB SWITCH	4.000	EACH	\$ 172.00	-	-		\$ -	-
725-03.26	LOWERING TOOL FOR CAMERA LOWERING DEVICE	1.000	EACH	\$ 1,900.00	-	-		\$ -	-
725-03.80	CCTV CAMERA SYSTEM	1.000	EACH	\$ 4,320.00	-	1.00		\$ 4,320.00	1.00
725-05.01	MODEL 336A CABINET WITH CAMERA CONTROLLER	1.000	EACH	\$ 6,010.00	-	1.00		\$ 6,010.00	1.00
725-05.06	FUSION SPLICE	5.000	EACH	\$ 1,270.00	-	5.00		\$ 6,350.00	5.00
725-10.36	PRE-TERMINATED FIBER OPTIC CABLE ASSEMBLY (12 COUNT SMFO)	4.000	EACH	\$ 1,000.00	-	4.00		\$ 4,000.00	4.00
725-10.64	FIBER OPTIC CABLE (12 COUNT SMFO)	3,000.000	L.F.	\$ 1.80	-	3,985.00		\$ 6,376.00	3,985.00
725-10.85	FIBER OPTIC CABLE (48 COUNT SMFO)	50.000	L.F.	\$ 2.15	-	-		\$ -	-
730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	4.000	EACH	\$ 1,170.00	-	7.00	\$ -	\$ 8,190.00	7.00
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	7.000	EACH	\$ 1,670.00	-	9.00	\$ -	\$ 15,030.00	9.00
730-03.25	INSTALL PULL BOX (ELECTRICAL-TYPE C)	4.000	EACH	\$ 388.00	-	5.00	\$ -	\$ 1,940.00	5.00
730-05.01	ELECTRICAL SERVICE CONNECTION	1.000	EACH	\$ 1,100.00	-	1.00		\$ 1,100.00	1.00
730-05.02	SERVICE CABLE (3 CONDUCTOR, #8 AWG)	325.000	L.F.	\$ 1.85	-	475.00		\$ 926.25	475.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	325.000	L.F.	\$ 6.25	-	450.00		\$ 2,812.50	450.00
730-12.03	CONDUIT 3" DIAMETER (PVC)	60.000	L.F.	\$ 8.45	-	80.00		\$ 507.00	80.00
730-15.11	MODIFY CABINET (FO COMMUNICATION)	1.000	EACH	\$ 503.00	-	1.00		\$ 503.00	1.00
730-22.36	CCTV POLE 50' POLE HEIGHT/LOWERING DEVICE	1.000	EACH	\$ 19,510.00	-	1.00	\$ -	\$ 19,510.00	1.00
STREETSCAPE									
DEMOLITION AND REMOVAL									
999-01.01S	REMOVAL OF ASPHALT PAVEMENT	2,682.000	S.Y.	\$ 2.20	-	3,029.00		\$ 6,663.80	3,029.00
999-01.02S	MISCELLANEOUS SITE ITEMS REMOVAL	1.000	L.S.	\$ 4,340.00	-	1.00		\$ 4,340.00	1.00
999-01.03S	REMOVAL OF TREE	5.000	EACH	\$ 308.00	-	8.00		\$ 2,448.00	8.00
999-01.04S	REMOVAL OF BUSINESS SIGN	11.000	EACH	\$ 355.00	-	10.00		\$ 3,550.00	10.00
999-02.01S	FULL DEPTH ASPHALT PAVEMENT	867.000	S.Y.	\$ 32.40	-	780.00		\$ 25,272.00	780.00

PAVERS								
999-03.01S	2 1/4" THICK BRICK PAVERS ON 4" THICK CONCRETE BASE	4,034.000	S.F.	\$ 15.20	-	3,852.60	\$ 55,519.52	3,852.60
999-03.02S	2 1/4" THICK BRICK PAVERS ON 6" THICK CONCRETE BASE	1,982.000	S.F.	\$ 16.90	-	792.80	\$ 13,398.32	792.80
999-03.03S	2 3/4" THICK BRICK PAVERS ON 10" THICK CONCRETE BASE	6,142.000	S.F.	\$ 20.80	-	4,063.00	\$ 84,510.40	4,063.00
999-03.04S	ADA COMPLIANT DETECTABLE WARNING PANELS ON 8" THICK CONCRETE BASE	225.000	S.F.	\$ 44.40	-	300.00	\$ 13,320.00	300.00
PORTLAND CEMENT CONCRETE PAVEMENT								
999-04.01S	PORTLAND CEMENT CONCRETE PAVEMENT (PLAIN) 13 1/2"	285.000	S.Y.	\$ 78.10	-	196.00	\$ 15,307.60	196.00
999-04.02S	CONCRETE SIDEWALK (6")	25,228.000	S.F.	\$ 5.80	-	36,903.00	\$ 214,037.40	36,903.00
999-04.03S	CONCRETE SIDEWALK (8")	12,330.000	S.F.	\$ 7.40	-	5,164.00	\$ 38,213.60	5,164.00
999-04.04S	CONCRETE CURB (TYPE 'A')	2,249.000	L.F.	\$ 13.00	-	3,981.00	\$ 51,753.00	3,981.00
999-04.05S	CONCRETE STEPS/MISCELLANEOUS STRUCTURES	6.000	C.Y.	\$ 324.00	-	6.00	\$ 1,944.00	6.00
MISCELLANEOUS SITE IMPROVEMENTS								
999-05.01S	TRASH RECEPTACLE	8.000	EACH	\$ 3,520.00	-	8.00	\$ 28,160.00	8.00
999-05.02S	BIKE BOLLARD	7.000	EACH	\$ 4,000.00	-	-	\$ -	-
999-05.03S	HANDRAILING	10.000	L.F.	\$ 162.00	-	-	\$ -	-
999-05.04S	BRICK RETAINING WALL AT TRACT 11	129.000	S.F.	\$ 114.00	-	129.00	\$ 14,708.00	129.00
999-05.05S	BRICK WALL - TYPE A	883.000	L.F.	\$ 246.00	-	1,349.85	\$ 332,083.10	1,349.85
999-05.06S	BRICK COLUMN - TYPE A	50.000	EACH	\$ 1,290.00	-	53.00	\$ 68,370.00	53.00
999-05.07S	BRICK WALL - TYPE B	578.000	L.F.	\$ 405.00	-	693.00	\$ 280,865.00	693.00
999-05.08S	BRICK COLUMN - TYPE B	31.000	EACH	\$ 1,290.00	-	37.00	\$ 47,730.00	37.00
999-09.09S	SIGN FOR TRACT NO. 4 (BANK OF AMERICA)	1.000	EACH	\$ 4,190.00	-	1.00	\$ 4,190.00	1.00
999-05.10S	SIGN PANELS FOR TRACT NO. 4 (BANK OF AMERICA) (ALLOWANCE)	2.000	EACH	\$ 2,100.00	-	1.63	\$ 3,426.00	1.63
999-05.11S	SIGN FOR TRACT NO. 13 (ALEXANDER CHRYSLER/JEEP)	1.000	EACH	\$ 3,890.00	-	1.00	\$ 3,890.00	1.00
999-05.12S	SIGN PANELS FOR TRACT NO. 13 (ALEXANDER CHRYSLER/JEEP) (ALLOWANCE)	2.000	EACH	\$ 1,800.00	-	1.43	\$ 2,569.56	1.43
999-05.13S	SIGN FOR TRACT NO. 20 (BP GAS STATION)	1.000	EACH	\$ 3,890.00	-	1.00	\$ 3,890.00	1.00
999-05.14S	SIGN PANELS FOR TRACT NO. 20 (BP GAS STATION) (ALLOWANCE) (ADVANCE FINANCIAL)	2.000	EACH	\$ 1,800.00	-	1.43	\$ 2,569.56	1.43
999-05.15S	SIGN FOR TRACT NO. 22 (SHELL)	1.000	EACH	\$ 3,890.00	-	1.00	\$ 3,890.00	1.00
999-05.16S	SIGN PANELS FOR TRACT NO. 22 (SHELL) (ALLOWANCE)	2.000	EACH	\$ 1,800.00	-	-	\$ -	-
999-05.17S	SIGN FOR TRACT NO. 25 (SONIC)	1.000	EACH	\$ 4,000.00	-	1.00	\$ 4,000.00	1.00
999-05.18S	SIGN PANELS FOR TRACT NO. 25 (SONIC) (ALLOWANCE)	2.000	EACH	\$ 10,000.00	-	0.26	\$ 2,569.56	0.26
999-05.19S	SIGN FOR TRACT NO. 32 (DEL RIO WINE AND SPIRITS)	1.000	EACH	\$ 3,620.00	-	1.00	\$ 3,620.00	1.00
999-05.20S	SIGN PANELS FOR TRACT NO. 32 (DEL RIO WINE AND SPIRITS) (ALLOWANCE)	2.000	EACH	\$ 1,500.00	-	-	\$ -	-
999-05.21S	SIGN FOR TRACT NO. 34 (MICKEY ROOS)	1.000	EACH	\$ 3,600.00	-	1.00	\$ 3,600.00	1.00
999-05.22S	SIGN PANELS FOR TRACT NO. 34 (MICKEY ROOS) (ALLOWANCE)	2.000	EACH	\$ 1,500.00	-	1.71	\$ 2,569.56	1.71
999-05.23S	SIGN FOR TRACT NO. 36 (WENDYS)	1.000	EACH	\$ 3,670.00	-	2.00	\$ 7,740.00	2.00
999-05.24S	SIGN PANELS FOR TRACT NO. 36 (WENDYS) (ALLOWANCE) (EL GUADALAJARA)	2.000	EACH	\$ 1,800.00	-	2.86	\$ 5,139.12	2.86
999-05.25S	SIGN FOR TRACT NO. 34 (INDEPENDENCE SQUARE)	1.000	EACH	\$ 5,300.00	-	2.00	\$ 10,600.00	2.00
999-05.26S	SIGN PANELS FOR TRACT NO. 34 (INDEPENDENCE SQUARE) (ALLOWANCE)	2.000	EACH	\$ 2,800.00	-	2.62	\$ 7,335.05	2.62
999-05.27S	SIGN FOR TRACT NO. 12 (H&M PAWN SHOP)	1.000	EACH	\$ 3,680.00	-	1.00	\$ 3,680.00	1.00
999-05.28S	SIGN PANELS FOR TRACT NO. 12 (H&M PAWN SHOP) (ALLOWANCE)	2.000	EACH	\$ 1,500.00	-	1.00	\$ 1,500.00	1.00
999-05.29S	SIGN FOR BUDGET TRUCK RENTAL	1.000	EACH	\$ 3,680.00	-	1.00	\$ 3,680.00	1.00
999-05.30S	SIGN PANELS FOR BUDGET TRUCK RENTAL (ALLOWANCE)	2.000	EACH	\$ 1,500.00	-	1.71	\$ 2,569.56	1.71
999-05.31S	SIGN FOR TRACT NO. 14 (FRANKLIN CLEANERS)	1.000	EACH	\$ 3,680.00	-	1.00	\$ 3,680.00	1.00
999-05.32S	SIGN PANELS FOR TRACT NO. 14 (FRANKLIN CLEANERS) (ALLOWANCE)	2.000	EACH	\$ 1,500.00	-	-	\$ -	-
999-05.33S	SIGN FOR TRACT NO. 16 (VACANT)	1.000	EACH	\$ 3,680.00	-	1.00	\$ 3,680.00	1.00
999-05.34S	SIGN PANELS FOR TRACT NO. 16 (VACANT) (ALLOWANCE)	2.000	EACH	\$ 1,500.00	-	-	\$ -	-
999-05.35S	SIGN FOR TRACT NO. 17 (VACANT)	1.000	EACH	\$ 3,730.00	-	2.00	\$ 7,460.00	2.00
999-05.36S	SIGN PANELS FOR TRACT NO. 17 (VACANT) (ALLOWANCE)	2.000	EACH	\$ 1,500.00	-	-	\$ -	-
999-05.37S	SIGN FOR TRACT NO. 24 (FRENCH'S SHOES AND BOOTS)	1.000	EACH	\$ 3,730.00	-	1.00	\$ 3,730.00	1.00
999-05.38S	SIGN PANELS FOR TRACT NO. 24 (FRENCH'S SHOES AND BOOTS) (ALLOWANCE)	2.000	EACH	\$ 1,800.00	-	1.43	\$ 2,569.56	1.43
999-05.39S	LIMESTONE STREET MARKERS	4.000	EACH	\$ 8,320.00	-	3.00	\$ 24,960.00	3.00
999-05.40S	WHEEL STOP	50.000	EACH	\$ 48.70	-	-	\$ -	-
999-05.41S	CLASSIC CONCRETE RAIL	210.000	L.F.	\$ 378.00	-	176.19	\$ 66,599.82	176.19
IRRIGATION								
999-06.01S	IRRIGATION SYSTEM	1.000	L.S.	\$ 74,330.00	-	1.12	\$ 83,070.00	1.12
999-06.02S	IRRIGATION METER (ALLOWANCE)	1.000	EACH	\$ 10,000.00	-	1.00	\$ 10,000.00	1.00
LANDSCAPE WORK								
999-07.01S	PLANTING SOIL	1,512.000	C.Y.	\$ 48.70	-	1,577.00	\$ 76,799.80	1,577.00
999-07.02S	ACER RUBRUM 'ARMSTRONG'	20.000	EACH	\$ 243.00	-	17.00	\$ 4,131.00	17.00
999-07.03S	ACER RUBRUM 'BRANDYWINE'	16.000	EACH	\$ 211.00	-	11.00	\$ 2,321.00	11.00
999-07.04S	ACER SACCHARUM 'LEGACY'	22.000	EACH	\$ 211.00	-	36.00	\$ 7,596.00	36.00
999-07.05S	NYSSA SYLVATICA	35.000	EACH	\$ 243.00	-	40.00	\$ 9,720.00	40.00
999-07.06S	QUERCUS PHELLOS	26.000	EACH	\$ 211.00	-	38.00	\$ 8,018.00	38.00
999-07.07S	ULMUS PARVIFOLIA 'ALLEE'	22.000	EACH	\$ 243.00	-	32.00	\$ 7,776.00	32.00
999-07.08S	ZELKOVA SERRATA 'VILLAGE GREEN'	7.000	EACH	\$ 243.00	-	9.00	\$ 2,187.00	9.00
999-07.09S	PINUS STROBUS	111.000	EACH	\$ 135.00	-	90.00	\$ 12,150.00	90.00
999-07.10S	MAGNOLIA VIRGINIANA	17.000	EACH	\$ 243.00	-	9.00	\$ 2,187.00	9.00
999-07.11S	ITEA VIRGINICA 'LITTLE HENRY'	565.000	EACH	\$ 20.50	-	511.00	\$ 10,475.50	511.00
999-07.12S	ROSA 'KNOCKOUT'	301.000	EACH	\$ 31.40	-	349.00	\$ 10,958.60	349.00
999-07.13S	RHUS AROMATICA 'GRO-LOW'	456.000	EACH	\$ 20.50	-	209.00	\$ 4,284.50	209.00

999-07.14S	BUXUS MICROPHYLLA 'WINTER GEM'	101.000	EACH	\$ 27.00	-	104.00	\$ 2,808.00	104.00
999-07.15S	ILEX X 'CHINA BOY'	27.000	EACH	\$ 53.00	-	11.00	\$ 583.00	11.00
999-07.16S	ILEX X 'CHINA GIRL'	302.000	EACH	\$ 53.00	-	142.00	\$ 7,526.00	142.00
999-07.17S	HEMEROCALLIS 'BUTTERED POPCORN'	999.000	EACH	\$ 6.50	-	972.00	\$ 6,318.00	972.00
999-07.18S	HEMEROCALLIS 'FRANKLY SCARLET'	1,480.000	EACH	\$ 6.50	-	983.00	\$ 6,389.50	983.00
999-07.19S	HEMEROCALLIS 'JOLYENE NICHOLE'	948.000	EACH	\$ 6.50	-	508.00	\$ 3,302.00	508.00
999-07.20S	HEMEROCALLIS 'LEEBA ORANGE CRUSH'	1,132.000	EACH	\$ 6.50	-	919.00	\$ 5,973.50	919.00
999-07.21S	LIRIOPE MUSCARI 'BIG BLUE'	8,048.000	EACH	\$ 5.40	-	11,570.00	\$ 62,478.00	11,570.00
999-07.22S	NARCISSUS SPECIES 'CARLTON'	4,391.000	EACH	\$ 1.10	-	4,391.00	\$ 4,830.10	4,391.00
999-07.23S	NARCISSUS SPECIES 'STAINLESS'	3,450.000	EACH	\$ 1.10	-	3,450.00	\$ 3,795.00	3,450.00
STREET LIGHTING								
714-03.01S	DIRECT BURIAL CONDUIT (2" PVC, SCH 40)	6,783.000	L.F.	\$ 4.20	-	6,890.00	\$ 28,938.00	6,890.00
714-03.02S	DIRECT BURIAL CONDUIT (3" PVC, SCH 40)	6,821.000	L.F.	\$ 5.20	-	7,426.00	\$ 38,610.00	7,426.00
714-03.04S	DIRECT BURIAL CONDUIT (3/4" PVC, SCH 40)	1,010.000	L.F.	\$ 3.90	-	1,555.00	\$ 6,064.60	1,555.00
714-03.15S	TRENCH AND BACKFILL IN STREET	1,030.000	L.F.	\$ 42.20	-	675.00	\$ 28,485.00	675.00
714-03.16S	TRENCH AND BACKFILL IN SIDEWALK	6,393.000	L.F.	\$ 16.20	-	5,913.00	\$ 95,790.60	5,913.00
714-03.17S	TRENCH AND BACKFILL IN ASPHALT AND LAWN AREAS WITH REPAIR	1,012.000	L.F.	\$ 40.40	-	1,320.00	\$ 53,328.00	1,320.00
714-04.03S	EXPOSED CONDUIT (3/4" EMT)	90.000	L.F.	\$ 10.80	-	-	\$ -	-
714-04.04S	CONCEALED CONDUIT (3/4" EMT)	45.000	L.F.	\$ 15.10	-	-	\$ -	-
714-04.05S	INNERDUCT, 1" CORRUGATED HDPE WITH PULL STRING	13,408.000	L.F.	\$ 1.10	-	14,850.00	\$ 16,335.00	14,850.00
714-05.09S	PULLBOX, 24"X13"X18"D, ELECTRIC LOGO	2.000	EACH	\$ 388.00	-	3.00	\$ 1,164.00	3.00
714-05.10S	JUNCTION BOX, 6"X6"X6" DEEP	13.000	EACH	\$ 149.00	-	15.00	\$ 2,235.00	15.00
714-06.02	CABLE (1/C #12 WG)	3,345.000	L.F.	\$ 0.60	-	2,585.00	\$ 1,551.00	2,585.00
714-06.03	CABLE (1/C #10 AWG)	498.000	L.F.	\$ 0.75	-	4,528.00	\$ 3,394.50	4,528.00
714-06.04	CABLE (1/C #8 AWG)	16,397.000	L.F.	\$ 0.90	-	21,265.00	\$ 19,138.50	21,265.00
714-06.06	CABLE (1/C #4 AWG)	15,294.000	L.F.	\$ 1.60	-	19,380.00	\$ 31,008.00	19,380.00
714-06.08	CABLE (1/C #3/0 AWG)	205.000	L.F.	\$ 5.40	-	120.00	\$ 648.00	120.00
714-06.09S	TRACER WIRE, #14 AWG SOLID	6,704.000	L.F.	\$ 0.55	-	7,450.00	\$ 4,097.50	7,450.00
714-08.09S	LIGHT POLE MATERIAL ONLY, FIXTURE TYPE A	48.000	EACH	\$ 8,410.00	-	48.00	\$ 386,880.00	48.00
714-08.10S	LIGHT POLE MATERIAL ONLY, FIXTURE TYPE B	3.000	EACH	\$ 8,460.00	-	3.00	\$ 25,380.00	3.00
714-08.14S	250 WATT PULSE START METAL HALIDE SPARE LAMP	10.000	EACH	\$ 66.00	-	10.00	\$ -	10.00
714-08.15S	250 WATT PULSE START METAL HALIDE SPARE BALLAST	10.000	EACH	\$ 196.00	-	10.00	\$ 1,960.00	10.00
714-08.20S	LIGHT POLE FOUNDATION, FIXTURE TYPES A AND B	51.000	EACH	\$ 1,190.00	-	45.00	\$ 53,550.00	45.00
714-08.21S	LIGHT POLE INSTALLATION, FIXTURE TYPES A AND B	49.000	EACH	\$ 520.00	-	46.00	\$ 23,920.00	46.00
714-08.09S	GRADE LEVEL SIGN LIGHTING FIXTURE	28.000	EACH	\$ 1,180.00	-	32.00	\$ 37,760.00	32.00
714-12.09S	LIGHTING CONTROL PANEL, 200 AMP	3.000	EACH	\$ 13,250.00	-	3.00	\$ 39,750.00	3.00
714-25.22S	CONDUIT RISER POLE STUB-UP, COFF/TOC	1.000	EACH	\$ 188.00	-	-	\$ -	-
714-25.30S	ELECTRICAL SIGN SERVICE DEMOLITION	10.000	EACH	\$ 128.00	-	3.00	\$ 384.00	3.00
ELECTRICAL DISTRIBUTION								
790-41.70S	CABLE (1/C #3/0 AWG)	660.000	L.F.	\$ 5.40	-	810.00	\$ 4,374.00	810.00
790-41.71S	CABLE (1/C #4/0 AWG)	280.000	L.F.	\$ 6.80	-	130.00	\$ 884.00	130.00
790-41.74S	CABLE (1/C 500 MCM)	740.000	L.F.	\$ 14.10	-	1,080.00	\$ 15,228.00	1,080.00
790-42.08S	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	16,505.000	L.F.	\$ 5.30	-	17,956.00	\$ 95,166.80	17,956.00
790-42.09S	DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40)	13,799.000	L.F.	\$ 6.25	-	17,343.00	\$ 108,393.75	17,343.00
790-42.10S	DIRECT BURIAL CONDUIT (4" PVC, SCHEDULE 40)	18,691.000	L.F.	\$ 6.90	-	13,639.00	\$ 94,109.10	13,639.00
790-42.13S	RISER POLE CONDUIT 1-3" (MTEMC DWG RP-1)	1.000	EACH	\$ 514.00	-	-	\$ -	-
790-42.14S	RISER POLE CONDUIT 1-4" (MTEMC DWG RP-1)	3.000	EACH	\$ 561.00	-	5.00	\$ 2,805.00	5.00
790-42.15S	ENCASED PRIMARY RISER POLE CONDUIT 2-6" (MTEMC DWG RP-3)	3.000	EACH	\$ 1,010.00	-	4.00	\$ 4,040.00	4.00
790-42.17S	ENCASED CONDUIT 2-6" PVC SCHEDULE 40	192.000	L.F.	\$ 42.20	-	112.00	\$ 4,726.40	112.00
790-42.19S	ENCASED CONDUIT 4-6" PVC SCHEDULE 40	3,141.000	L.F.	\$ 59.50	-	3,923.00	\$ 233,418.50	3,923.00
790-42.20S	ENCASED CONDUIT 6-8" PVC SCHEDULE 40	42.000	L.F.	\$ 94.10	-	-	\$ -	-
790-42.21S	RISER POLE STUB-UP - 2" CONDUIT	12.000	EACH	\$ 202.00	-	12.00	\$ 2,424.00	12.00
790-42.22S	RISER POLE STUB-UP - 3" CONDUIT	7.000	EACH	\$ 218.00	-	9.00	\$ 1,962.00	9.00
790-42.23S	RISER POLE STUB-UP - 4" CONDUIT	9.000	EACH	\$ 268.00	-	13.00	\$ 3,484.00	13.00
790-42.24S	CATV PEDESTAL MAKE READY	11.000	EACH	\$ 618.00	-	12.00	\$ 7,392.00	12.00
790-42.26S	TELEPHONE PEDESTAL MAKE READY	25.000	EACH	\$ 407.00	-	26.00	\$ 10,582.00	26.00
790-42.40S	TRENCH TYPE A (ENCASED DUCT BANK WITH DIRECT BURIED CONDUITS)	3,407.000	L.F.	\$ 67.30	-	3,921.00	\$ 224,673.30	3,921.00
790-42.41S	TRENCH TYPE B (DIRECT BURIED CONDUITS)	6,635.000	L.F.	\$ 55.10	-	6,877.00	\$ 378,922.70	6,877.00
790-42.42S	TRENCH TYPE S (SERVICE LATERAL CONDUITS)	1,210.000	L.F.	\$ 23.80	-	1,427.00	\$ 33,962.60	1,427.00
790-43.47S	PULL BOX, 48"X 30"W X 36" D, ELECTRIC - "MTEMC-ELECTRIC" LOGO	6.000	EACH	\$ 1,740.00	-	4.00	\$ 6,960.00	4.00
790-42.50	CONCRETE ENCASEMENT 2-4"	1.000	L.F.	\$ 21.28	-	5,411.00	\$ 115,146.08	5,411.00
790-43.50S	PULL BOX, 48"X 30"W X 18" D, "CATV" LOGO	12.000	EACH	\$ 1,600.00	-	24.00	\$ 38,000.00	24.00
790-42.51	CONCRETE ENCASEMENT 2-4" (4 & 6 DUCT)	1.000	L.F.	\$ 22.43	-	1,580.00	\$ 35,430.40	1,580.00
790-43.51S	PULL BOX, 60"X 36"W X 18" D, "TELEPHONE" LOGO	1.000	EACH	\$ 2,030.00	-	5.00	\$ 10,150.00	5.00
790-43.52S	PRECAST CONCRETE MANHOLE, 12'-0" L X 6'-0" W X 7'-1" H	12.000	EACH	\$ 10,700.00	-	12.00	\$ 128,400.00	12.00
790-50.03S	BOX PAD FOUNDATION "BP-1" FOR MTEMC SINGLE-PHASE TRANSFORMER	9.000	EACH	\$ 1,240.00	-	6.00	\$ 7,440.00	6.00
790-51.06S	PRECAST CONCRETE "PAD NO. 1" FOR MTEMC THREE-PHASE TRANSFORMER	5.000	EACH	\$ 1,800.00	-	10.00	\$ 18,000.00	10.00
790-51.07S	PRECAST CONCRETE BOX PAD FOR MTEMC THREE PHASE "SECTOR" SWITCH	17.000	EACH	\$ 866.00	-	14.00	\$ 12,124.00	14.00
790-51.08S	PRECAST CONCRETE "PAD NO. 10" FOR MTEMC PADMOUNTED SWITCHGEAR	5.000	EACH	\$ 2,410.00	-	4.00	\$ 9,640.00	4.00
790-51.09S	EXISTING ELECTRIC MANHOLE TIE-IN	1.000	EACH	\$ 1,400.00	-	-	\$ -	-
790-51.10S	EXISTING TELEPHONE MANHOLE TIE-IN	1.000	EACH	\$ 1,400.00	-	2.00	\$ 2,800.00	2.00
790-51.11S	EXISTING TRANSFORMER TIE-IN	1.000	EACH	\$ 814.00	-	1.00	\$ 814.00	1.00
999-09.01S	ELECTRICAL SERVICE REVISION TYPE 1	1.000	EACH	\$ 2,020.00	-	1.00	\$ 2,020.00	1.00
999-09.02S	ELECTRICAL SERVICE REVISION TYPE 2	1.000	EACH	\$ 2,890.00	-	1.00	\$ 2,890.00	1.00
999-09.03S	ELECTRICAL SERVICE REVISION TYPE 3	1.000	EACH	\$ 5,330.00	-	1.00	\$ 5,330.00	1.00
999-09.04S	ELECTRICAL SERVICE REVISION TYPE 4	1.000	EACH	\$ 1,620.00	-	1.00	\$ 1,620.00	1.00
999-09.05S	ELECTRICAL SERVICE REVISION TYPE 5	1.000	EACH	\$ 12,610.00	-	1.00	\$ 12,610.00	1.00
999-09.06S	ELECTRICAL SERVICE REVISION TYPE 6	1.000	EACH	\$ 1,370.00	-	1.00	\$ 1,370.00	1.00

999-09.07S	ELECTRICAL SERVICE REVISION TYPE 7	1.000	EACH	\$ 1,660.00	-	1.00	\$	1,660.00	1.00
999-09.08S	ELECTRICAL SERVICE REVISION TYPE 8	1.000	EACH	\$ 1,870.00	-	1.00	\$	1,870.00	1.00
999-09.09S	ELECTRICAL SERVICE REVISION TYPE 9	1.000	EACH	\$ 4,680.00	-	1.00	\$	4,680.00	1.00
SIGNING									
999-16.40	SIGNS (STOP, R1-1, UNIT PRICE BID INCLUDES ALL ITEMS NOTED IN SUPPLEMENTAL DRAWING #1, PER ADDENDUM #	3.000	EACH	\$ 2,490.00	-	6.00	\$	14,940.00	6.00
999-16.41	SIGNS (SPEED LIMIT-35 MPH, R2-1, UNIT PRICE BID INCLUDES ALL ITEMS NOTED IN SUPPLEMENTAL DRAWING #1,	3.000	EACH	\$ 2,460.00	-	4.00	\$	9,840.00	4.00
999-16.42	SIGNS (LANE TAPER, W4-2R, UNIT PRICE BID INCLUDES ALL ITEMS NOTED IN SUPPLEMENTAL DRAWING #1, PER ADD	1.000	EACH	\$ 2,490.00	-	1.00	\$	2,490.00	1.00
999-16.43	SIGNS (TRANSIT STOP, R7-107, UNIT PRICE BID INCLUDES ALL ITEMS NOTED IN SUPPLEMENTAL DRAWING #1, PER	1.000	EACH	\$ 2,490.00	-	1.00	\$	2,490.00	1.00
999-16.44	SIGNS (TRUCK, M4-4, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACC	6.000	EACH	\$ 188.00	-	6.00	\$	1,128.00	6.00
999-16.45	SIGNS (NORTH, M3-1, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACC	2.000	EACH	\$ 188.00	-	2.00	\$	376.00	2.00
999-16.46	SIGNS (EAST, M3-2, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACCO	5.000	EACH	\$ 188.00	-	2.00	\$	376.00	2.00
999-16.47	SIGNS (SOUTH, M3-3, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACC	4.000	EACH	\$ 188.00	-	4.00	\$	752.00	4.00
999-16.48	SIGNS (WEST, M3-4, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACCO	2.000	EACH	\$ 188.00	-	2.00	\$	376.00	2.00
999-16.49	SIGNS (END, M4-6, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACCOR	1.000	EACH	\$ 188.00	-	1.00	\$	188.00	1.00
999-16.50	SIGNS (US-31, M1-4, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACC	4.000	EACH	\$ 945.00	-	3.00	\$	2,835.00	3.00
999-16.51	SIGNS (US-431, M1-4, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN AC	4.000	EACH	\$ 3,110.00	-	4.00	\$	12,440.00	4.00
999-16.52	SIGNS (SR-96, TN-6C, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN AC	6.000	EACH	\$ 2,030.00	-	6.00	\$	12,180.00	6.00
999-16.53	SIGNS (HISTORIC, RS, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN AC	1.000	EACH	\$ 3,030.00	-	2.00	\$	6,060.00	2.00
999-16.54	SIGNS (ARROW RT., M6-1, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN	2.000	EACH	\$ 189.00	-	3.00	\$	567.00	3.00
999-16.55	SIGNS (STREET NAME (VARIES), D3-1, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING S	4.000	EACH	\$ 2,490.00	-	1.00	\$	2,490.00	1.00
999-16.56	SIGNS (ARROW HOSPITAL, M6-3, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BA	1.000	EACH	\$ 188.00	-	1.00	\$	188.00	1.00
999-16.57	SIGNS (BIKE, D11-1, UNIT PRICE BID INCLUDES ALL ITEMS NOTED IN SUPPLEMENTAL DRAWING #1, PER ADDENDUM	8.000	EACH	\$ 2,460.00	-	8.00	\$	19,680.00	8.00
999-16.60	SIGNS (NO SKATEBOARDS, R5-5, UNIT PRICE BID INCLUDES ALL ITEMS NOTED IN SUPPLEMENTAL DRAWING #1, PER	1.000	EACH	\$ 3,110.00	-	1.00	\$	3,110.00	1.00
999-16.61	SIGNS (NO TRUCKS, R14-5, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK I	2.000	EACH	\$ 3,110.00	-	2.00	\$	6,220.00	2.00
999-16.62	SIGNS (TRUCKS OVER 10,000 GVW NOT ALLOWED, R12-3, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.)	2.000	EACH	\$ 227.00	-	2.00	\$	454.00	2.00
999-16.63	SIGNS (ARROW (LEFT/STRAIGHT), M6-6, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING	1.000	EACH	\$ 188.00	-	1.00	\$	188.00	1.00
999-16.64	SIGNS (ARROW (RIGHT/STRAIGHT), M6-6, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING	1.000	EACH	\$ 188.00	-	1.00	\$	188.00	1.00
999-16.65	SIGNS (HAZARDOUS MATERIAL, R14-2, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SI	2.000	EACH	\$ 3,110.00	-	2.00	\$	6,220.00	2.00
999-16.66	SIGNS (NO HAZARDOUS MATERIAL, R14-3, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING	4.000	EACH	\$ 378.00	-	3.00	\$	1,134.00	3.00
999-16.67	SIGNS (JCT, M2-1, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN ACCOR	1.000	EACH	\$ 188.00	-	1.00	\$	188.00	1.00
999-16.68	SIGNS (ARROW LEFT, M5-1, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK I	1.000	EACH	\$ 188.00	-	1.00	\$	188.00	1.00
999-16.69	SIGNS (ARROW RIGHT, M5-1, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK	2.000	EACH	\$ 188.00	-	2.00	\$	376.00	2.00
999-16.70	SIGNS (RIGHT TURN MUST TURN RIGHT, R3-7, UNIT PRICE BID INCLUDES ALL ITEMS NOTED IN SUPPLEMENTAL DRAW	1.000	EACH	\$ 2,460.00	-	1.00	\$	2,460.00	1.00
999-16.71	SIGNS (ARROW STRAIGHT, M6-3, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BA	1.000	EACH	\$ 188.00	-	8.00	\$	1,504.00	8.00

999-16.72	SIGNS (ARROW LEFT, M6-1, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN	2.000	EACH	\$ 188.00	-	2.00	\$ 376.00	2.00
999-16.73	SIGNS (HOSPITAL, D9-2, UNIT PRICE BID INCLUDES SQUARE TUBE POST (2" MIN.) AND PAINTING SIGN BACK IN	1.000	EACH	\$ 378.00	-	1.00	\$ 378.00	1.00
TABULATED WATER AND SEWER								
795-01.01	4IN DIP RESTRAINED JOINT WATER LINE	75.000	L.F.	\$ 53.50	-	-	\$ -	-
795-01.03	6IN DIP RESTRAINED JOINT WATER LINE	390.000	L.F.	\$ 67.00	-	365.00	\$ 20,805.00	365.00
795-01.05	8IN DIP RESTRAINED JOINT WATER LINE	65.000	L.F.	\$ 64.20	-	157.00	\$ 10,079.40	157.00
795-01.09	12IN DIP RESTRAINED JOINT WATER LINE	85.000	L.F.	\$ 95.50	-	94.00	\$ 8,977.00	94.00
795-01.15	18IN DIP RESTRAINED JOINT WATER LINE	1,210.000	L.F.	\$ 170.00	-	1,139.60	\$ 193,732.00	1,139.60
795-01.16	18IN DIP SLIP JOINT WATER LINE	2,260.000	L.F.	\$ 135.00	-	2,634.50	\$ 342,157.50	2,634.50
795-06.03	CONNECT TO 4IN WATER LINE	1.000	EACH	\$ 513.00	-	-	\$ -	-
795-06.04	CONNECT TO 6IN WATER LINE	4.000	EACH	\$ 891.00	-	6.00	\$ 5,346.00	6.00
795-06.05	CONNECT TO 8IN WATER LINE	1.000	EACH	\$ 1,070.00	-	1.00	\$ 1,070.00	1.00
795-06.07	CONNECT TO 12IN WATER LINE	1.000	EACH	\$ 1,160.00	-	2.00	\$ 2,320.00	2.00
795-08.10	CONNECT TO 18IN WATER LINE	1.000	EACH	\$ 2,320.00	-	1.00	\$ 2,320.00	1.00
795-07.15	12IN X 12IN TAPPING SLEEVE AND VALVE	1.000	EACH	\$ 8,820.00	-	1.00	\$ 8,820.00	1.00
795-08.01	2IN GATE VALVE ASSEMBLY	3.000	EACH	\$ 1,030.00	-	2.00	\$ 2,060.00	2.00
795-08.04	6IN GATE VALVE ASSEMBLY	6.000	EACH	\$ 983.00	-	13.00	\$ 12,779.00	13.00
795-08.05	8IN GATE VALVE ASSEMBLY	2.000	EACH	\$ 1,340.00	-	1.00	\$ 1,340.00	1.00
795-08.08	12IN BUTTERFLY VALVE ASSEMBLY	1.000	EACH	\$ 2,130.00	-	2.00	\$ 4,260.00	2.00
795-08.09	12IN GATE VALVE ASSEMBLY	1.000	EACH	\$ 2,370.00	-	1.00	\$ 2,370.00	1.00
795-08.15	18IN BUTTERFLY VALVE ASSEMBLY	5.000	EACH	\$ 4,350.00	-	5.00	\$ 21,750.00	5.00
795-09.01	3/4IN WATER SERVICE METER ASSEMBLY	17.000	EACH	\$ 504.00	-	24.00	\$ 12,096.00	24.00
795-09.04	2IN WATER SERVICE METER ASSEMBLY	3.000	EACH	\$ 2,660.00	-	3.00	\$ 7,980.00	3.00
795-09.09	RELOCATE/RECONNECT SERVICE ASSEMBLY	20.000	EACH	\$ 446.00	-	20.00	\$ 8,920.00	20.00
795-09.12	2IN COPPER SERVICE PIPE	75.000	L.F.	\$ 56.90	-	88.00	\$ 5,007.20	88.00
795-09.28	3/4IN COPPER SERVICE PIPE	940.000	L.F.	\$ 30.70	-	1,703.00	\$ 52,282.10	1,703.00
795-10.05	2IN AUTO AIR RELEASE VALVE ASSEMBLY	1.000	EACH	\$ 6,280.00	-	-	\$ -	-
795-11.02	FIRE HYDRANT ASSEMBLY	4.000	EACH	\$ 4,980.00	-	5.00	\$ 24,950.00	5.00
795-12.01	REMOVE FIRE HYDRANT	3.000	EACH	\$ 594.00	-	3.00	\$ 1,782.00	3.00
795-12.02	REMOVAL OF EXISTING LINE	1.000	L.S.	\$ 2,380.00	-	1.00	\$ 2,380.00	1.00
795-13.01	DI FITTINGS	16,565.000	LBS	\$ 3.80	-	12,745.00	\$ 48,431.00	12,745.00
795-14.02	CLASS B CONCRETE	60.000	C.Y.	\$ 149.00	-	47.60	\$ 7,077.50	47.50
795-14.05	CONCRETE ENCASMENT/CAP	130.000	L.F.	\$ 65.20	-	10.00	\$ 652.00	10.00
795-14.08	RESTORE ASPHALT	20.000	S.Y.	\$ 143.00	-	-	\$ -	-
795-14.09	RESTORE CONCRETE	15.000	S.Y.	\$ 66.50	-	42.00	\$ 2,793.00	42.00
795-15.01	CUT, CAP AND ABANDON EXISTING 4IN WATER LINE	1.000	EACH	\$ 762.00	-	2.00	\$ 1,524.00	2.00
795-15.02	CUT, CAP AND ABANDON EXISTING 6IN WATER LINE	4.000	EACH	\$ 955.00	-	5.00	\$ 4,775.00	5.00
795-15.03	CUT, CAP AND ABANDON EXISTING 8IN WATER LINE	1.000	EACH	\$ 888.00	-	-	\$ -	-
795-15.04	CUT, CAP AND ABANDON EXISTING 12IN WATER LINE	2.000	EACH	\$ 1,250.00	-	7.00	\$ 8,750.00	7.00
795-05.59	12IN PVC GRAVITY SEWER 6FT - 12FT DEPTH	355.000	L.F.	\$ 114.00	-	369.00	\$ 42,066.00	369.00
797-05.84	18IN FSP GRAVITY SEWER 8FT - 12FT DEPTH	510.000	L.F.	\$ 262.00	-	570.00	\$ 149,340.00	570.00
797-05.85	18IN FSP GRAVITY SEWER 12FT - 18FT DEPTH	690.000	L.F.	\$ 255.00	-	690.00	\$ 175,950.00	690.00
797-07.04	48IN MANHOLE 8FT - 10FT DEPTH	1.000	EACH	\$ 3,730.00	-	1.00	\$ 3,730.00	1.00
797-07.05	48IN MANHOLE 10FT - 12FT DEPTH	2.000	EACH	\$ 3,960.00	-	2.00	\$ 7,920.00	2.00
797-07.06	48IN MANHOLE 12FT - 14FT DEPTH	3.000	EACH	\$ 5,460.00	-	3.00	\$ 16,380.00	3.00
797-08.05	6" PVC PIPE FOR SERVICE LATERAL	515.000	L.F.	\$ 39.10	-	1,162.00	\$ 45,434.20	1,162.00
797-08.08	6" CLEAN OUT ASSEMBLY	11.000	EACH	\$ 436.00	-	15.00	\$ 6,570.00	15.00
797-10.04	CONNECT 10-18IN SEWER TO EXISTING MANHOLE	1.000	EACH	\$ 2,170.00	-	1.00	\$ 2,170.00	1.00
797-10.06	CONNECT 8" LATERAL TO SEWER LINE	11.000	EACH	\$ 1,220.00	-	18.00	\$ 21,960.00	18.00
797-10.09	CONNECT EXISTING 8IN SEWER TO NEW MANHOLE	3.000	EACH	\$ 236.00	-	2.00	\$ 476.00	2.00
797-10.10	CONNECT EXISTING 10-18IN SEWER TO NEW MANHOLE	1.000	EACH	\$ 535.00	-	2.00	\$ 1,070.00	2.00
797-11.25	RETIRE IN PLACE 48" MANHOLE	2.000	EACH	\$ 668.00	-	3.00	\$ 2,004.00	3.00
797-11.35	REMOVE EXISTING SEWER 8IN - 14IN	536.000	L.F.	\$ 9.70	-	536.00	\$ 5,199.20	536.00
797-11.36	REMOVE EXISTING SEWER 15IN - 24IN	458.000	L.F.	\$ 18.60	-	638.00	\$ 10,006.80	638.00
797-11.38	BY-PASS PUMPING	1.000	L.S.	\$ 13,030.00	-	1.00	\$ 13,030.00	1.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	125.000	TON	\$ 28.00	-	715.86	\$ 20,044.08	715.86
999.01	PROJECT CONTINGENCY ALLOWANCE	1.000	L.S.	\$ 500,000.00	-	0.74	\$ 370,983.54	0.74

RESOLUTION 2016-94

A RESOLUTION TO APPROVE THE FINAL DESIGN AND TO AUTHORIZE PROPERTY ACQUISITION AND CONSTRUCTION OF THE 100-BLOCK BATTLE AVENUE DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, on December 9, 2014, the Board of Mayor and Aldermen (BOMA) approved Resolution 2014-50, which approved the preliminary design and authorized staff to complete right-of-way acquisition, final design and of the 100-Block Battle Avenue Drainage Improvements Project; and

WHEREAS, the improvements to the 100-block of Battle Avenue include creating a City-owned and maintained regional detention pond located between 107 Battle Avenue and 101 Fairground Street, a stormwater sewer system extending from across Battle Avenue at 114 Battle Avenue to the rears of 113 and 115 Battle Avenue, re-grading the City owned alley located between Battle Avenue and Fairground Street, and re-grading the rearmost properties located at 109, 111, 113, and 115 Battle Avenue; and

WHEREAS, the City owned regional detention pond will include a design for a 100-year storm event, a new pump system, an expanded pond depth of 15 to 17 feet deep, decorative protection fencing and landscaping to reduce the visual impact to the area, and the re-routing of the detention pond discharge directly to an existing stormwater sewer system in Fairground Street and Columbia Avenue; and

WHEREAS, the creation of a City owned regional detention pond will require the purchase and expansion of the existing privately owned detention pond located at 110 Fairground Street and require the purchase of the rearmost vacant parcel located behind 107 Battle Avenue; and

WHEREAS, it will be necessary for the City to obtain drainage easements prohibiting the build out or re-grading upon the rear most areas on the properties located at 109, 111, 113, and 115 Battle Avenue, to protect the integrity of the 100-year drainage improvements design; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to public drainage projects, see T.C.A. §29-17-301 *et seq.*, and to acquire Rights-of-Way and Easements necessary for proper completion of the said Project, and that the acquisition of such Rights-of-Way and/or Easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

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

Section 1. The BOMA hereby approves the final design concept of the 100-Block Battle Avenue Drainage Improvements Project, as shown on the preliminary construction plans dated October 2016.

Section 2. The City Engineer and /or City Attorney, are authorized to obtain the necessary rights-of way, permanent easements and/or temporary easements across the properties shown in Exhibit

A and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

Section 3. The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and /or City Attorney, are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

Section 4. Upon complete of all property acquisition, the BOMA hereby authorizes staff to proceed with the construction of the 100-Block Battle Avenue Drainage Improvements Project.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2017.

ATTEST:

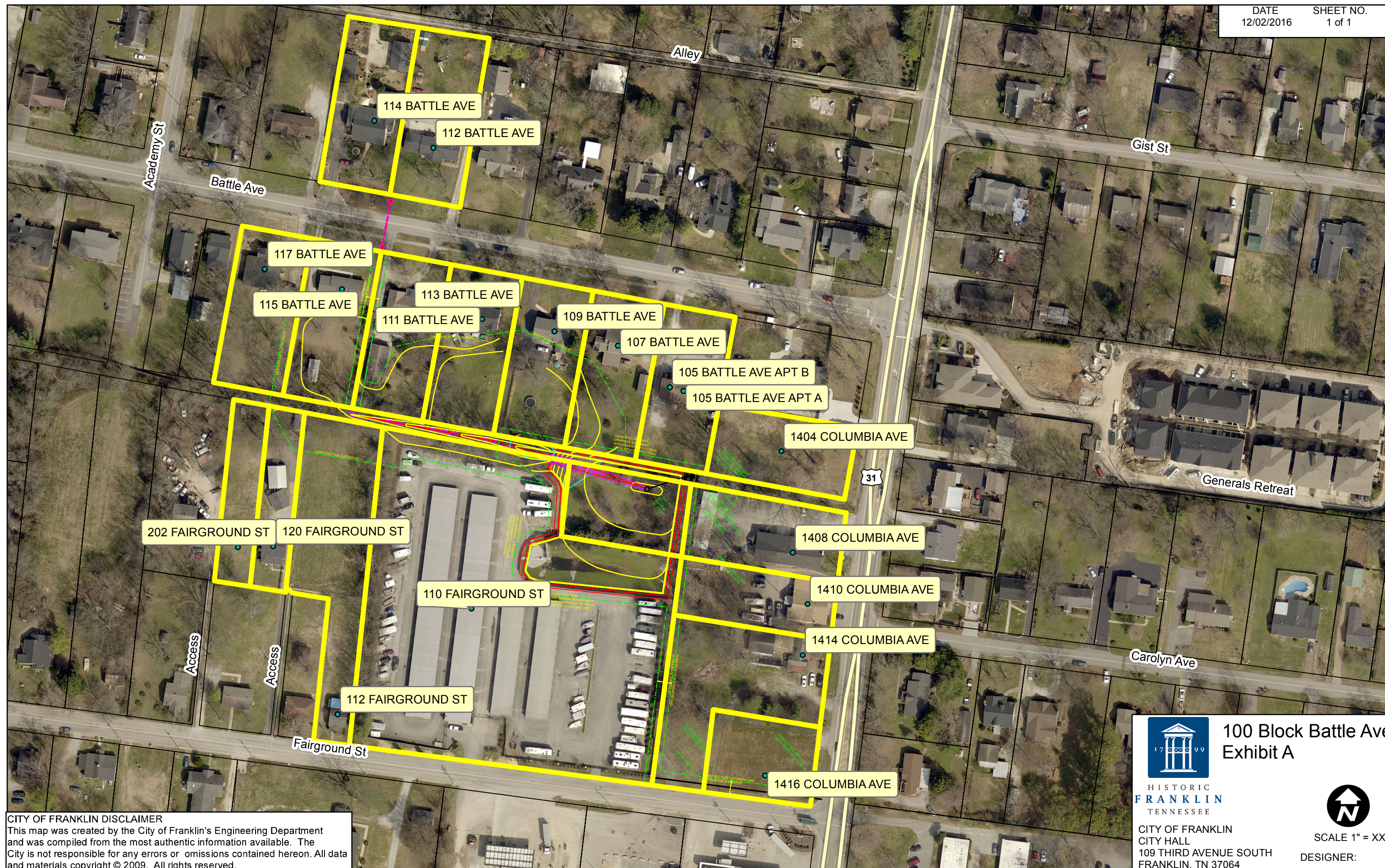
CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

Shauna R. Billingsley
City Attorney



CITY OF FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's Engineering Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials copyright © 2009. All rights reserved.



100 Block Battle Ave Exhibit A

CITY OF FRANKLIN
 CITY HALL
 109 THIRD AVENUE SOUTH
 FRANKLIN, TN 37064



SCALE 1" = XX'
 DESIGNER:

RESOLUTION NO. 2014-50

A RESOLUTION TO APPROVE THE PRELIMINARY DESIGN OF THE 100-BLOCK BATTLE AVENUE DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZE STAFF TO COMPLETE RIGHT-OF-WAY ACQUISITION, FINAL DESIGN AND CONSTRUCTION

WHEREAS, on July 24, 2012, the Board of Mayor and Aldermen (BOMA) approved a professional services agreement with Neel-Schaffer, Inc. (COF Contract 2012-0114) for the Battle Avenue Drainage Improvements Project; and

WHEREAS, the original scope of the Battle Avenue Drainage Improvements Project was to study the localized flooding impacts for two different drainage basins, near the 100 and 400 blocks of Battle Avenue; and

WHEREAS, upon completion of this study, the 100 block of Battle Avenue was separated into its own drainage improvements project to help control the flooding impacts to the area; and

WHEREAS, on November 26, 2013, the BOMA formally approved a professional services agreement with Neel-Schaffer, Inc. (COF Contract 2013-0180) for the 100-Block Battle Avenue Drainage Improvements Design; and

WHEREAS, the improvements to the 100 block of Battle Avenue include creating a City-owned and-maintained regional detention pond located between 107 Battle Avenue and 101 Fairground Street, a stormwater sewer system extending from across Battle Avenue at 114 Battle Avenue to the rears of 113 and 115 Battle Avenue, re-grading the City owned alley located between Battle Avenue and Fairground Street, and re-grading the rearmost properties located at 109, 111, 113, and 115 Battle Avenue; and

WHEREAS, the creation of a City owned regional detention pond will include the purchase and expansion of the existing privately owned detention pond located at 110 Fairground Street and require the purchase of the rearmost property located at 107 Battle Avenue; and

WHEREAS, the City owned regional detention pond will include a design for a 100-year storm event, a new pump system, an expanded pond depth of 15'-17' deep, "decorative" protection fencing and landscaping to reduce the visual impact to the area, and the re-routing of the detention pond discharge directly to an existing stormwater sewer system in Fairground Street and Columbia Avenue; and

WHEREAS, drainage easements prohibiting the build out or re-grading will be placed upon the rear most areas on the properties located at 109, 111, 113, and 115 Battle Avenue to protect the integrity of the 100-year drainage improvements design; and

WHEREAS, the Capital Investment Committee approved (4-0) moving forward with the 100-Block Battle Avenue Design per the design presentation on May 28, 2014, and detailed above; and

WHEREAS, on August 8, 2014, a neighborhood survey letter and questionnaire was sent out to gather resident and property owner input for the project; and

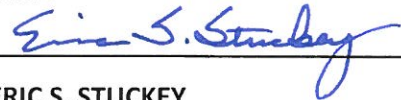
WHEREAS, the survey letter and questionnaire responses showed overall positive feedback for the project, with eleven (11) residents FOR the project, one (1) resident POSSIBLY FOR the project, and one (1) resident AGAINST the project; and

WHEREAS, the BOMA believes it is in the best interest of the citizens of the City of Franklin to move forward with the project.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the 100-Block Battle Avenue Drainage Improvement Project, as described above, be authorized for final design, right-of-way acquisition and construction with a budget amount of One Million Two Hundred Thousand Dollars (\$1,200,000).

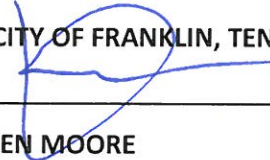
IT IS SO RESOLVED AND DONE on this 9th day of December, 2014

ATTEST:

By: 

ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE

By: 

DR. KEN MOORE
Mayor

Approved as to Form

By: 

Kristen L. Corn, Staff Attorney



August 8, 2014

HISTORIC
FRANKLIN
TENNESSEE

Exhibit A
Resolution 2014-50 Memo
Page 1 of 5

100-Block Battle Avenue Drainage Improvements Project Questionnaire:
(Please review the attached letter and exhibits for project information)

The proposed design includes the following:

- Regarding of the public alley as shown on Exhibit C
- Installation of underground stormwater infrastructure as shown on Exhibit C
- Construction of 15'-20' depth detention facility as shown on Exhibit C
- Construction of a Stormwater pump station
- Construction of an access roadway as shown on Exhibit C
- Construction of a chain link fence with barbed wire around the pond to ensure the protection of the general public, and a wooden fence will be used to block the view of the detention pond
- Installation of landscaping around the detention facility and behind residential properties to provide a visual barrier and natural screen the pond/fence from adjacent residents

In an effort to obtain as much public feedback as possible we are asking that you complete the questionnaire below and return it to the City of Franklin Engineering Department prior to August 20, 2014.

1. What is your Address and Contact Information? Are you the Owner or Tenant?
2. The current proposal is to remove the existing vegetation and plant new trees on private property (See Exhibit C). Is this acceptable to you as a property owner adjacent to the project?
☐ Yes ☐ No
Comments:
3. The current proposal is to provide a visual barrier and natural screen around the pond/fence. Is this acceptable to you as a property owner?
☐ Yes ☐ No
Comments:
4. Are you in favor in moving forward with the proposed design as shown in Exhibit C?
☐ Yes ☐ No
Comments:



5. The current proposal provides 100 year flood protection to all properties. However, a portion of the lots on Battle Ave will still experience ponding water in the yards for up to a 48 hour period during major storm events. Is this acceptable to you as a property owner?

☐ Yes ☐ No

Comments:

6. If your property is impacted by flooding, would you rather participate in a voluntary home buyout program?

☐ Yes ☐ No ☐ Does not apply

Comments:

100-Block Battle Avenue Survey Letter Questions and Responses - 09-09-14

1. What is your Address and Contact Information? Are you the Owner or Tenant?	2. The current proposal is to remove the existing vegetation and plant new trees on private property (See Exhibit C). Is this acceptable to you as a property owner adjacent to the project?	3. The current proposal is to provide a visual barrier and natural screen around the pond/fence. Is this acceptable to you as a property owner?	4. Are you in favor in moving forward with the proposed design as shown in Exhibit C?	5. The current proposal provides 100 year flood protection to all properties. However, a portion of the lots on Battle Ave will still experience ponding water in the yards for up to a 48 hour period during major storm events. Is this acceptable to you as a property owner?	6. If your property is impacted by flooding, would you rather participate in a voluntary home buyout program?	Summary - For or Against the Project
107 Battle Ave (Pond Expansion Parcel)	no	no	no	no	N/A	AGAINST
109 Battle Ave	yes	yes	yes	yes	no	FOR
110 Battle Ave	yes	yes	yes	yes	N/A	FOR
111 Battle Ave	yes	yes	yes	yes	yes	FOR
113 Battle Ave	yes	yes	yes	yes	no	FOR
114 Battle Ave	yes	yes	yes	yes	N/A	FOR
115 Battle Ave	yes	yes	yes	Didn't answer	Didn't Answer	FOR
117 Battle Ave	N/A	yes	yes	N/A	N/A	FOR
119 Battle Ave	yes	yes	yes	yes	N/A	FOR
110 Fairground St (Storage Units)	Possibly	Possibly	Possibly	no	N/A	Possibly FOR
120 Fairground St	yes	yes	yes	Didn't answer	Didn't answer	FOR
1404 Columbia Ave	yes	yes	yes	yes	N/A	FOR
1416 Columbia Ave	yes	yes	yes	yes	N/A	FOR
TOTAL FOR the Project						11
TOTAL Possibly FOR the Project						1
TOTAL Against the Project						1



August 8, 2014

Exhibit A
Resolution 2014-50 Memo
Page 4 of 5

Dear Resident,

Please fill out and return the attached questionnaire regarding the following information:

The City is in the process of moving forward with a drainage improvements project for the 100-Block of Battle Avenue. Residential areas adjacent to Battle Avenue in the vicinity of Academy Street have experienced flooding and drainage issues for many years. The properties we specifically looked at in your area include 109, 111, 113, 114, and 115 Battle Avenue. We know these properties were significantly affected during the May 2010 Flood. The City is also aware of the ongoing flooding issues in the area. Because of this, the 100-Block Battle Avenue Drainage Improvements Project was created in 2013. We have a viable design solution to improve the flooding impacts to the area. This design is nearing completion, and we hope to continue moving forward towards easement acquisition later this summer. But...

The City's Engineering Department presented the preliminary design to our Capital Investment Committee (CIC) / Board of Mayor and Aldermen (BOMA) on Wednesday, May 28, 2014. At this meeting, concerns about project impacts to the residents were brought up. Because of this, we are wanting to gather resident opinions on how this project moves forward.

I have included with this letter:

- Project information below;
- Attached exhibits for your review;
- **A questionnaire that can be filled out and returned.**

Project Background Information

For years there have been properties in the Battle Avenue area that have experienced localized flooding, adjacent to Academy Street. During the May 2010 flood, approximately 5 properties reported damage. A professional service agreement (COF Contract No. 2012-0144) with Neel-Schaffer, Inc. was approved on July 24, 2012, for the Battle Avenue Drainage Study. It included the development of a hydrologic and hydraulic model to determine existing conditions, flows and elevations, the development of alternative options to improve the localized flooding for the 100-Block. On November 26, 2013, BOMA approved a professional services agreement with Neel-Schaffer, Inc. for the final design of the 100-Block of Battle Avenue (COF Contract No. 2013-0180).

The 100-Block Battle Avenue project incorporates the following items in its design:

- Expansion of Existing Detention Basin –
There is one significant man-made detention basin, within the 100-Block of Battle Avenue, for a self-storage facility located at 110 Fairground Street. The existing basin does not have an outlet or outlet control structure. Storm water runoff stored in the existing basin is pumped to an existing storm sewer system at the intersection of Fairground Street and Columbia Avenue. The pump station includes one primary pump without an auxiliary or emergency pump. If the primary pump fails for any reason, it is possible the detention basin would overflow into the adjacent low area to the north. The recommended alternative for improving drainage and flooding within the 100 block area of Battle Avenue includes expansion of the existing pond approximately 100 feet to the north which increases available storage to contain storm water runoff. With the pond expanded, an auxiliary pump would be installed and



drawdown after a rainfall event be regulated to ensure that capacity of the existing storm water system where the water is pumped is not exceeded. The expanded detention pond would be placed on an isolated parcel of land located behind 1408 Columbia Avenue and 107 Battle Avenue. See EXHIBIT A.

- EXHIBIT B shows the extent of existing flooding within the 100 block of Battle Avenue and improvement to exiting flooding resulting from implementation of the current design. Additional storage volume of the expanded detention basin would provide enough volume to reduce flooding and drainage issues at all five residences in the 100-Block of Battle Avenue during the 100-year storm event. Any storm event larger than a 100-year storm, like the May 2010 Flood, may still have some flooding impacts to properties in the area. This is mainly because of the downstream storm water system, and its capacity constraints.
- Stormwater area drains will be installed at the low points near 113 and 114 Battle Avenue to eliminate the roadway ponding / hydroplaning concern. This system will be piped between 113 and 115 Battle Avenue to the City owned alley behind these properties. The Stormwater will then continue being piped along the alley to the expanded detention pond. See EXHIBITS B and C.
- The backyards of 109 through 115 will be slightly re-graded so stormwater ponding can drain towards the City alley. A new swale will be created in the alley that will properly convey the backyard stormwater to the expanded detention pond. To properly install this system, some existing trees and landscaping will be removed and replaced with new landscaping. See EXHIBIT B and C.

Property Acquisition will encompass multiple drainage easements and temporary construction easements. The City hopes these will be donated because of the improvements we are making to their properties.

Also, a second project alternative was discussed in prior meetings that included a complete roadway storm water infrastructure system which would eliminate the need for a detention pond. This alternative was estimated at \$2.7 Million, so it was deemed too expensive.

Again, please fill out and return the attached questionnaire using the postage paid envelope. Or, feel free to email (william.banks@franklintn.gov) or fax (615-791-3293) the questionnaire to me. You can also contact me at 550-6677.

Very sincerely,

William Banks
Project Manager
City of Franklin, TN
Engineering Department
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37065

Exhibit A
100-Block Battle Ave Design
Update



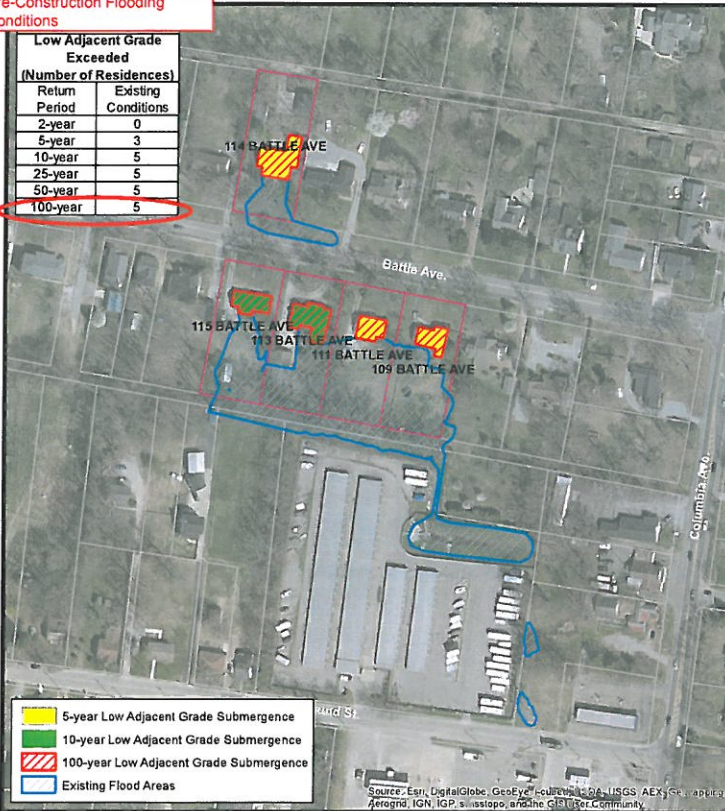
POND EXPANSION

107 Battle Ave.
Parcel ID: 078J G 02101 000090780

Legend Pond Expansion Proposed Detention Basin Parcels	CITY OF FRANKLIN BATTLE AVENUE DRAINAGE DESIGN 100 BLOCK  NEEL-SCHAFER <i>Solutions you can build upon</i>	RECOMMENDED ALTERNATIVE EXHIBIT A
---	--	---

Pre-Construction Flooding Conditions

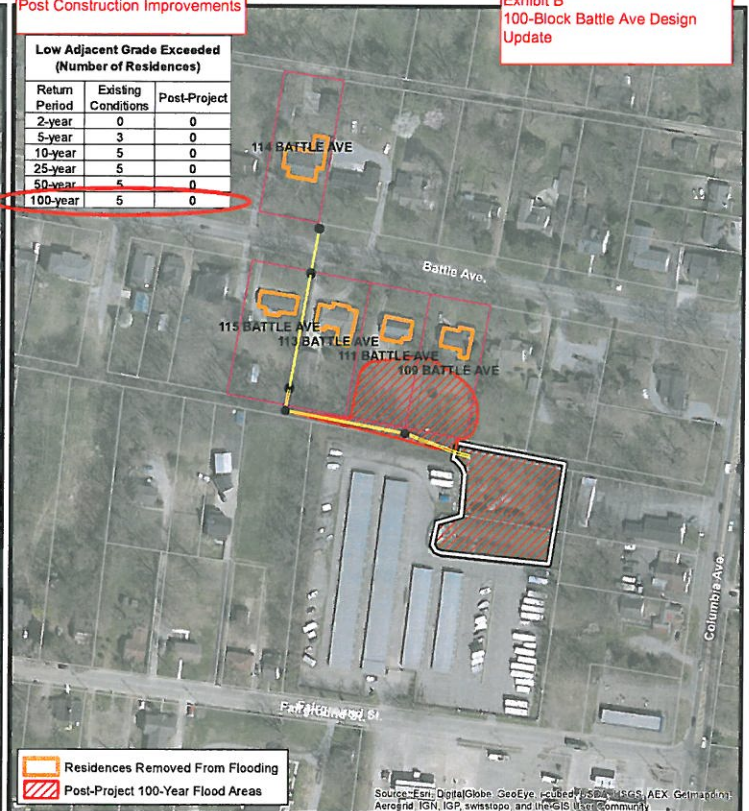
Low Adjacent Grade Exceeded (Number of Residences)	
Return Period	Existing Conditions
2-year	0
5-year	3
10-year	5
25-year	5
50-year	5
100-year	5



Legend	
Parcels	Proposed Manholes/Area Drains
Areas of Interest	Proposed Pipes
Post-Project 100-Year Flood Areas	Residences Removed From Flooding
Existing Flood Areas	Proposed Detention Pond Expansion

Post Construction Improvements

Low Adjacent Grade Exceeded (Number of Residences)		
Return Period	Existing Conditions	Post-Project
2-year	0	0
5-year	3	0
10-year	5	0
25-year	5	0
50-year	5	0
100-year	5	0



Residences Removed From Flooding
Post-Project 100-Year Flood Areas

**Exhibit B
100-Block Battle Ave Design
Update**

**CITY OF FRANKLIN
PROPOSED BATTLE AVENUE DRAINAGE IMPROVEMENTS
100 BLOCK**



**RECOMMENDED ALTERNATIVE
LOW ADJACENT
GRADE EXCEEDANCE**

EXHIBIT B

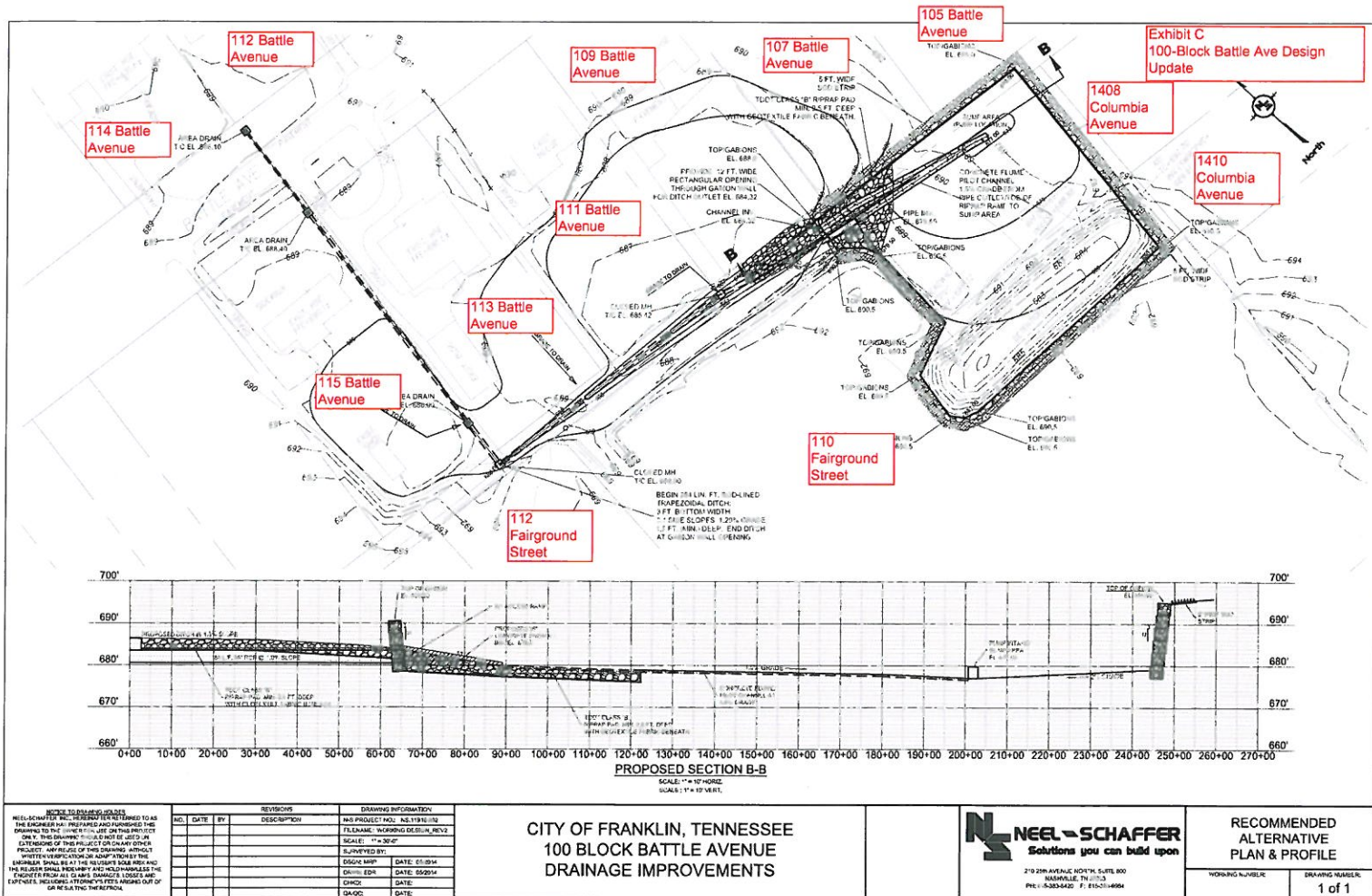
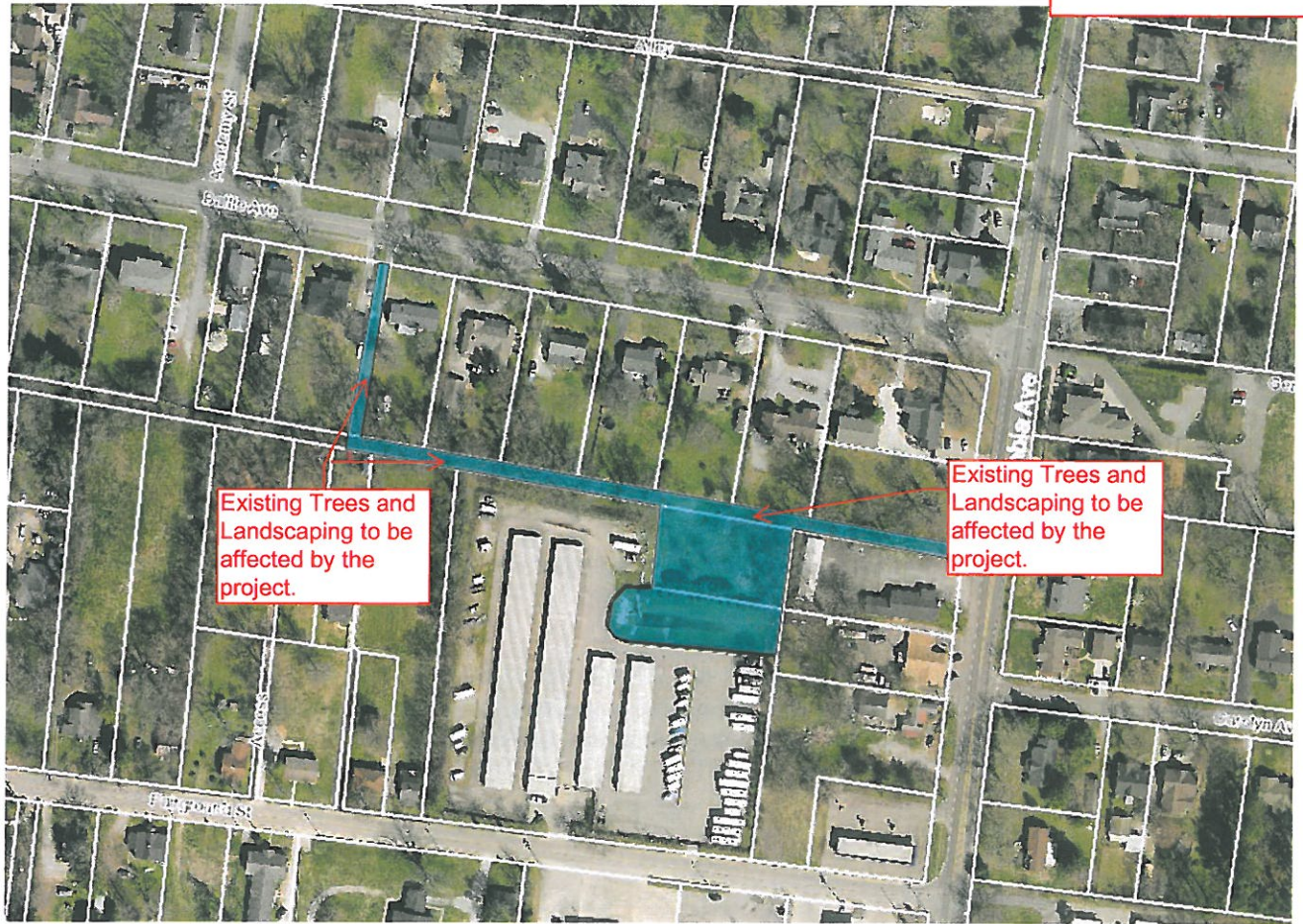


Exhibit D
100-Block Battle Ave Design
Update





United States Department of the Interior

U.S. GEOLOGICAL SURVEY

**Lower Mississippi-Gulf Water Science Center
Nashville Office
640 Grassmere Park, Suite 100
Nashville, Tennessee 37211**

October 18, 2016

Paul Holzen
City of Franklin
109 3rd Avenue South
PO Box 305
Franklin, Tennessee 37065-0305

Dear Mr. Parker:

The current agreement between the City of Franklin and the U.S. Geological Survey for continuation of the operation of gaging stations expires on September 30, 2016. Enclosed for renewal are two copies of the Joint Funding Agreement for continuation of this project for the period of October 1, 2016 to September 30, 2017. The total cost for operating the gaging stations during this period will be \$81,000.00 with the City of Franklin's share being \$43,575.00. The USGS will contribute \$18,675 in Federal matching towards this effort and National Streamflow Information Program funds will total \$15,000.00.

This agreement will be operated on a fixed price basis and will be billed quarterly. The results of work under this agreement will be available for publication by the U.S. Geological Survey. Upon acceptance, please return one copy of the Joint Funding Agreement to this office addressed to the attention of Vicky Brantley, keeping one copy for your records.

We appreciate your cooperation in this program and look forward to a continuation of our relationship with the City of Franklin. If I can be of any assistance or if you need to discuss our current water resources investigation program, please call me at (615) 837-4701 or Vicky Brantley, Administrative Operations Specialist, at (615) 837-4711 for billing questions.

Sincerely,

W. Scott Gain
Director, LMG Water Science Center

Enclosures

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

COF 2016-0327

FOR

Water Resources Investigation

Customer #: 6000000494(TN022)
Agreement #: 17ESTN000000015
Project #: 001TN
TIN #: 62-6000290
Fixed Cost
Agreement YES

THIS AGREEMENT is entered into as of the, 1st day of October , 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Franklin, Tennessee, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of five continuous streamflow gaging station on the Harpeth near Franklin, TN herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of .
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$18,675.00	October 1, 2016		September 30, 2017
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$43,575.00	October 1, 2016		September 30, 2017
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$15,000.00

Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000000494(TN022)

Agreement #:

17ESTN000000015

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

City of Franklin

USGS Point of Contact

Name: Shannon D. Williams
Address: Lower Mississippi Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, Tn 37210

Telephone: 615-837-4755
Email: swilliam@usgs.gov

Customer Point of Contact

Name: Paul Holzen
Address: City of Franklin
109 3rd Ave South
Franklin, Tn 37065

Telephone: 615-791-3218
Email:

Signatures and Date

Signature:



Date:

10/18/16

Signature:

Date:

Name: W. Scott Bain

Name: Ken Moore

Title: Director, LMS Water Science Center

Title: Mayor

Cost Breakdown for Stram Gaging Station
Joint Funding Agreement for
Water Resources Investigations

USGS Agreement No. 16ESTN0000000015
October 1, 2016 through September 30, 2017

Data	City of Franklin	USGS Cooperative Funds	USGS Cooperative Program Totals	USGS NSIP funding	Credit (USACE gage)	Total
Harpeth at Hwy 96 (stage, discharge)	\$7,875	\$3,375	\$11,250	\$0	\$3,750	\$15,000
Harpeth at Hillsboro Rd (stage, discharge)	\$0	\$0	\$0	\$15,000	\$0	\$15,000
Harpeth above Franklin intake (stage, discharge)	\$10,500	\$4,500	\$15,000	\$0	\$0	\$15,000
Harpeth above Franklin intake (temp, SC, DO)	\$11,200	\$4,800	\$16,000	\$0	\$0	\$16,000
Harpeth at Fieldstone Park (temp, SC, DO, pH)	\$14,000	\$6,000	\$20,000	\$0	\$0	\$20,000
TOTALS	\$43,575	\$18,675	\$62,250	\$15,000	\$3,750	\$81,000

AMENDMENT NO. 2
ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT NO. 2013-0016

This contract between THE CITY OF FRANKLIN, TENNESSEE ("City") and TRILLIUM FARMS, L.P., a Tennessee limited partnership ("Developer"), is entered into on this the ____ day of _____ pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the City and Developer entered into an agreement, COF Contract No. 2013-0016, dated May 7, 2013, (the "Agreement") for the offset of Road Impact Fees in the amount of \$438,051.00 (50% of the total estimated cost (\$876,102.00)) for the construction of Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane; and

WHEREAS, the above said Agreement described the Development Project for which the offset was to apply; and

WHEREAS, the City approved Amendment 1 on November 26, 2013, to update the estimated construction cost of the improvements; and

WHEREAS, Amendment 1 increased the Road Impact Fee offset by \$139,346.10 for a total amount of \$577,397.10 (\$438,051.00+\$139,346.10); and

WHEREAS, the Developer has completed the arterial roadway improvements and submitted the required invoices, contracts and releases of liens as shown on Exhibit A, said invoices dictate that the final cost of the project was \$1,121,164.19, and the City is responsible for \$585,888.10 of the total cost.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Amendment 2 and made a part thereof.
2. Developer has submitted updated information related to the updated costs of construction of the improvements as outlined in the agreement dated May 7, 2013, and Amendment 1 dated November 26, 2013.
3. The Total additional eligible costs to the Agreement (COF Contract No. 2013-0016) dated May 7, 2013, for the construction/installation and necessary right of way or easements required for the improvements to Carothers Parkway for the proposed intersection of Carothers Parkway and Long Lane are \$8,491.00 and the total qualifying road Impact Fee offset is \$585,888.10 as noted in Exhibit A.
4. The City agrees with the costs as noted in Exhibit A and shall reimburse the developer based on the requirements as outlined in the agreement dated May 7, 2013.
5. The Developer and City agree to the final cost of the project and no more reimbursements will be requested or approved under this Road Impact Fee Offset Agreement.

6. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
7. The City shall have no liability except as specifically provided in this Agreement.
8. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
9. All other provisions of the Agreement dated May 7, 2013, and Amendment 1, dated November 26, 2013, are unchanged and remain in full force and effect.

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

DEVELOPER

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _ day of _____, 20____.

Notary Public

My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

COF 2013-0016 - Total Contract Amount =**\$585,888.10**

PHASE	PAYMENT NO.	INVOICE DATE	Invoice	Reimbursement Amount	Offset Amount	EXT. AMOUNT	Total Remaining
Design	1	4/30/2013	\$30,035.00	\$15,017.50	\$15,017.50	\$15,017.50	\$570,870.60
Design	2	6/30/2013	\$19,785.00	\$9,892.50	\$9,892.50	\$24,910.00	\$560,978.10
Design	3	7/31/2013	\$24,160.00	\$12,080.00	\$12,080.00	\$36,990.00	\$548,898.10
Design	4	7/31/2013	\$5,320.00	\$2,660.00	\$2,660.00	\$39,650.00	\$546,238.10
Design	5	10/31/2013	\$20,250.00	\$10,125.00	\$10,125.00	\$49,775.00	\$536,113.10
ROW	1	9/13/2013	\$217,606.20	\$108,803.10	\$108,803.10	\$158,578.10	\$427,310.00
CEI	1	4/25/2016	\$17,761.00	\$8,880.50	\$8,880.50	\$167,458.60	\$418,429.50
Construction	1	9/13/2013	\$123,136.62	\$61,568.31	\$61,568.31	\$229,026.91	\$356,861.19
Construction	2	10/25/2013	\$469,321.62	\$234,660.81	\$234,660.81	\$463,687.72	\$122,200.38
Construction	3	11/20/2014	\$57,950.00	\$28,975.00	\$28,975.00	\$492,662.72	\$93,225.38
Construction	4	TBD	\$47,310.00	\$23,655.00	\$23,655.00	\$516,317.72	\$69,570.38
Construction	5	TBD	\$37,916.75	\$18,958.38	\$18,958.38	\$535,276.10	\$50,612.01
POND	1	11/1/2013	\$50,612.00	\$50,612.00	\$0.00	\$585,888.10	\$0.01

Amendment 2
COF 2013-0016
Exhibit A
SUMMARY OF PAYMENTS

City of Franklin Tennessee
P.O. Box 305
Franklin TN 37065-0305

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 Design

Invoice	VCH001266148
Date	4/30/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
013-035 Description: 2013-0016 DESIGN PMT1		TRI013		Net 30 days Amount \$15,017.50
			Subtotal	\$15,017.50
			Misc	\$0.00
			Tax	\$0.00
			Freight	\$0.00
			Trade Discount	\$0.00
			Payment	\$0.00
			Total Due	\$15,017.50

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 Design



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Sullivan Engineering, Inc. application for payment of engineering services associated with City of Franklin Contract No. 2013-0016.

Invoice # 013-035 = \$30,035.00

Invoice # 013-049 = \$19,785.00

Invoice # 013-058 = \$24,160.00

Total Invoice = \$73,980.00

To be paid by City = \$36,990.00

To be paid by Trillium Ventures = \$36,990.00

CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice #013-035 @ 50%	\$15,017.50	\$15,017.50	\$30,035.00
Less Invoice #013-049 @ 50%	\$9,892.50	\$9,892.50	\$19,785.00
Less Invoice #013-058 @ 50%	\$12,080.00	\$12,080.00	\$24,160.00
Amount Due	\$36,990.00	\$36,990.00	\$73,980.00
Remaining Balance City Contract Obligation	\$401,061.00		

Please remit payment to:
Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.

A handwritten signature in blue ink, appearing to read "Paul Arnold", is written over a horizontal line.

Paul Arnold
C: 615-513-4240

**Amendment 2
COF 2013-0016
Exhibit A
PMT 1 Design**



SULLIVAN ENGINEERING, INC.
317 Main Street, Suite 201
Franklin, TN 37064
(615) 642-5822

Trilliam Farm, L.P.
Att. Paul Arnold
317 Main Street
Suite 201
Franklin, TN 37064

Invoice No. 013-035
Date: June 10, 2013
Rev.

RE: *Carothers Parkway South, Roadway Design*
From Long Lane to Road "D" within Section 20 of the Highlands of Ladd Park
City of Franklin, Tennessee
Williamson County
SEI Project #13-008

Billing Cycle: April 1 2013 to April 30, 2013 - (Contract Type : LS)

Scope of Services:
Project Meetings, Field Survey & Preliminary Design

<i>Task Performed</i>	<i>Contract Fee</i>	<i>Percent Complete</i>	<i>Fee Completed</i>	<i>Previously Billed</i>	<i>Amount Due</i>
Preliminary Design	\$25,490.00	50.00%	\$12,745.00	\$0.00	\$12,745.00
Right-of-Way Design	\$17,000.00	50.00%	\$8,500.00	\$0.00	\$8,500.00
Construction Design/Specifications	\$14,160.00	6.00%	\$849.60	\$0.00	\$850.00
Topographic Survey by HFR	\$7,840.00	100.00%	\$7,840.00	\$0.00	\$7,840.00
Geotechnical by Terracon (1)	\$5,320.00	0.00%	\$0.00	\$0.00	\$0.00
Property Acquisition Descriptions	\$2,500.00	0.00%	\$0.00	\$0.00	\$0.00
Reproduction Cost (Review Plots & PDF's)	\$1,000.00	10.00%	\$100.00	\$0.00	\$100.00
Reimbursable Permits and Fees	\$1,000.00	0.00%	\$0.00	\$0.00	\$0.00
Milcrofton Utility District Water Line Design	\$4,990.00	0.00%	\$0.00	\$0.00	\$0.00
Sub-Total Approved Base Services	\$79,300.00		\$30,034.60	\$0.00	\$30,035.00
Sub-Total Amount Due:					\$30,035.00

Note:
Used for roadway lighting design

<i>Reimbursables</i>	<i>Cost</i>
N/A	\$0.00
Sub-Total Reimbursable Due:	\$0.00

Total Amount Due (this invoice):	\$30,035.00
---	--------------------

Thank you for the opportunity to assist the City of Franklin. If you have any questions please call.
Sincerely,
Sullivan Engineering, Inc.

Paul V. Collins, Jr.
Paul V. Collins, Jr.
Vice President

City of Franklin Tennessee
P.O. Box 305
Franklin TN 37065-0305

Amendment 2
COF 2013-0016
Exhibit A
PMT 2 Design

Invoice	VCH001266149
Date	6/30/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
013-049 Description: 2013-0016 DESIGN PMT2		TRI013		Net 30 days Amount \$9,892.50
			Subtotal	\$9,892.50
			Misc	\$0.00
			Tax	\$0.00
			Freight	\$0.00
			Trade Discount	\$0.00
			Payment	\$0.00
			Total Due	\$9,892.50

Amendment 2
COF 2013-0016
Exhibit A
PMT 2 Design



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

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Less Invoice #013-049 @ 50%	\$9,892.50	\$9,892.50	\$19,785.00
Less Invoice #013-058 @ 50%	\$12,080.00	\$12,080.00	\$24,160.00
Amount Due	\$36,990.00	\$36,990.00	\$73,980.00
Remaining Balance City Contract Obligation	\$401,061.00		

Please remit payment to:

Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.

A handwritten signature in blue ink, appearing to read "Paul Arnold", is written over a horizontal line.

Paul Arnold
C: 615-513-4240

**Amendment 2
COF 2013-0016
Exhibit A
PMT 2 Design**



Trilliam Farm, L.P.
Att. Paul Arnold
317 Main Street
Suite 201
Franklin, TN 37064

Invoice No. 013-049
Date: July 9, 2013
Rev.

RE: *Carothers Parkway South, Roadway Design*
From Long Lane to Road "D" within Section 20 of the Highlands of Ladd Park
City of Franklin, Tennessee
Williamson County
SEI Project #13-008

Billing Cycle: May 1, 2013 to June 30, 2013 - (Contract Type : LS)

Scope of Services:

Project Meetings, Field Survey & Preliminary Design/Right-of-Way & Construction Design/TDEC Permit

Task Performed	Contract Fee	Percent Complete	Fee Completed	Previously Billed	Amount Due
Preliminary Design	\$25,490.00	100.00%	\$25,490.00	\$12,745.00	\$12,745.00
Right-of-Way Design	\$17,000.00	75.00%	\$12,750.00	\$8,500.00	\$4,250.00
Construction Design/Specifications	\$14,160.00	25.00%	\$3,540.00	\$849.60	\$2,690.00
Topographic Survey by HFR	\$7,840.00	100.00%	\$7,840.00	\$7,840.00	\$0.00
Geotechnical by Terracon (1)	\$5,320.00	0.00%	\$0.00	\$0.00	\$0.00
Property Acquisition Descriptions	\$2,500.00	0.00%	\$0.00	\$0.00	\$0.00
Reproduction Cost (Review Plots & PDF's)	\$1,000.00	20.00%	\$200.00	\$100.00	\$100.00
Reimbursable Permits and Fees	\$1,000.00	0.00%	\$0.00	\$0.00	\$0.00
Milcrofton Utility District Water Line Design	\$4,990.00	0.00%	\$0.00	\$0.00	\$0.00
Sub-Total Approved Base Services	\$79,300.00		\$49,820.00	\$30,034.60	\$19,785.00
Sub-Total Amount Due:					\$19,785.00

Note:

(1) Used for roadway lighting design

Reimbursables		Cost
N/A		\$0.00
Sub-Total Reimbursable Due:		\$0.00

Total Amount Due (this invoice):	\$19,785.00
---	--------------------

Thank you for the opportunity to assist the City of Franklin. If you have any questions please call.

Sincerely,

Sullivan Engineering, Inc.

Paul V. Collins, Jr.

Paul V. Collins, Jr.
Vice President

City of Franklin Tennessee
P.O. Box 305
Franklin TN 37065-0305

Amendment 2
COF 2013-0016
Exhibit A
PMT 3 Design

Invoice	VCH001266150
Date	7/31/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

10/7/13
for MR

Vendor:

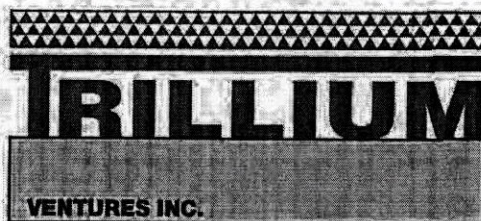
Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

6634

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
013-058		TRI013		Net 30 days
Description: 2013-0016 DESIGN PMT3				Amount \$12,080.00
128 32810 00000				
128 128-32810- 00000 APR 2 JUN 2 JUL 1 SEP 1 10/7/13				

Subtotal	\$12,080.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$12,080.00

Amendment 2
COF 2013-0016
Exhibit A
PMT 3 Design



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Sullivan Engineering, Inc. application for payment of engineering services associated with City of Franklin Contract No. 2013-0016.

Invoice # 013-035 = \$30,035.00

Invoice # 013-049 = \$19,785.00

Invoice # 013-058 = \$24,160.00

Total Invoice = \$73,980.00

To be paid by City = \$36,990.00

To be paid by Trillium Ventures = \$36,990.00

CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice #013-035 @ 50%	\$15,017.50	\$15,017.50	\$30,035.00
Less Invoice #013-049 @ 50%	\$9,892.50	\$9,892.50	\$19,785.00
Less Invoice #013-058 @ 50%	\$12,080.00	\$12,080.00	\$24,160.00
Amount Due	\$36,990.00	\$36,990.00	\$73,980.00
Remaining Balance City Contract Obligation	\$401,061.00		

Please remit payment to:
Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.

A handwritten signature in black ink, appearing to read "Paul Arnold", is written over a horizontal line.

Paul Arnold
C: 615-513-4240

Amendment 2
COF 2013-0016
Exhibit A
PMT 3 Design



Trilliam Farm, L.P.
Att. Paul Arnold
317 Main Street
Suite 201
Franklin, TN 37064

Invoice No. 013-058
Date: August 2, 2013
Rev.

RE: Carothers Parkway South, Roadway Design
From Long Lane to Road "D" within Section 20 of the Highlands of Ladd Park
City of Franklin, Tennessee
Williamson County
SEI Project #13-008

Billing Cycle: July 1, 2013 to July 31, 2013 - (Contract Type : LS)

Scope of Services:
Project Meetings, Field Survey & Preliminary Design/Right-of-Way & Construction Design/TDEC Permit

Task Performed	Contract Fee	Percent Complete	Fee Completed	Previously Billed	Amount Due
Preliminary Design	\$25,490.00	100.00%	\$25,490.00	\$25,490.00	\$0.00
Right-of-Way Design	\$17,000.00	100.00%	\$17,000.00	\$12,750.00	\$4,250.00
Construction Design/Specifications	\$14,160.00	100.00%	\$14,160.00	\$3,540.00	\$10,620.00
Topographic Survey by HFR	\$7,840.00	100.00%	\$7,840.00	\$7,840.00	\$0.00
Geotechnical by Terracon (1)	\$5,320.00	0.00%	\$0.00	\$0.00	\$0.00
Property Acquisition Descriptions	\$2,500.00	100.00%	\$2,500.00	\$0.00	\$2,500.00
Reproduction Cost (Review Plots & PDF's)	\$1,000.00	100.00%	\$1,000.00	\$200.00	\$800.00
Reimbursable Permits and Fees	\$1,000.00	100.00%	\$1,000.00	\$0.00	\$1,000.00
Milcrofton Utility District Water Line Design	\$4,990.00	100.00%	\$4,990.00	\$0.00	\$4,990.00
Sub-Total Approved Base Services	\$79,300.00		\$73,980.00	\$49,820.00	\$24,160.00
Sub-Total Amount Due:					\$24,160.00

NOTE:

(1) Used for roadway lighting design

Reimbursables	Cost
N/A	\$0.00
Sub-Total Reimbursable Due:	\$0.00

Total Amount Due (this invoice):	\$24,160.00
---	--------------------

Thank you for the opportunity to assist Trilliam Farm, L.P. If you have any questions please call.

Sincerely,

Sullivan Engineering, Inc.

Paul V. Collins, Jr.

Paul V. Collins, Jr.
Vice President

City of Franklin Tennessee
P.O. Box 305
Franklin TN 37065-0305

Amendment 2
COF 2013-0016
Exhibit A
PMT 4 Design

Invoice	VCH001266151
Date	7/31/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

10/7/13
PMT

Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
013-068		TRI013		Net 30 days
Description: 2013-0016 DESIGN PMT4				Amount \$2,660.00
128 32810 00000				
Subtotal				\$2,660.00
Misc				\$0.00
Tax				\$0.00
Freight				\$0.00
Trade Discount				\$0.00
Payment				\$0.00
Total Due				\$2,660.00

Amendment 2
COF 2013-0016
Exhibit A
PMT 4 Design



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Sullivan Engineering, Inc. application for payment of engineering services associated with City of Franklin Contract No. 2013-0016.

Invoice # 013-068 = \$5,320.00

To be paid by City = \$2,660.00

To be paid by Trillium Ventures = \$2,660.00

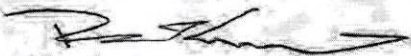
CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Remaining City Balance Previous Invoices	\$401,061.00		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice #013-068 @ 50%	\$2,660.00	\$2,660.00	\$5,320.00
Amount Due	\$2,660.00	\$2,660.00	\$5,320.00
Remaining Balance City Contract Obligation	\$398,401.00		

Please remit payment to:

Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.


Paul Arnold
C: 615-513-4240

Amendment 2
COF 2013-0016
Exhibit A
PMT 4 Design



SULLIVAN ENGINEERING, INC.
317 Main Street, Suite 201
Franklin, TN 37064
(615) 642-5822

Trilliam Farm, L.P.
Att. Paul Arnold
317 Main Street
Suite 201
Franklin, TN 37064

Invoice No. 013-068
Date: September 4, 2013
Rev.

RE: **Carothers Parkway South, Roadway Design**
From Long Lane to Road "D" within Section 20 of the Highlands of Ladd Park
City of Franklin, Tennessee
Williamson County
SEI Project #13-008

Billing Cycle: July 1, 2013 to July 31, 2013 - (Contract Type : LS)

Scope of Services:
Project Meetings, Field Survey & Preliminary Design/Right-of-Way & Construction Design/TDEC Permit

Task Performed	Contract Fee	Percent Complete	Fee Completed	Previously Billed	Amount Due
Preliminary Design	\$25,490.00	100.00%	\$25,490.00	\$25,490.00	\$0.00
Right-of-Way Design	\$17,000.00	100.00%	\$17,000.00	\$17,000.00	\$0.00
Construction Design/Specifications	\$14,160.00	100.00%	\$14,160.00	\$14,160.00	\$0.00
Topographic Survey by HFR	\$7,840.00	100.00%	\$7,840.00	\$7,840.00	\$0.00
Geotechnical by Terracon (1)	\$5,320.00	100.00%	\$5,320.00	\$0.00	\$5,320.00
Property Acquisition Descriptions	\$2,500.00	100.00%	\$2,500.00	\$2,500.00	\$0.00
Reproduction Cost (Review Plots & PDF's)	\$1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Reimbursable Permits and Fees	\$1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Milcrofton Utility District Water Line Design	\$4,990.00	100.00%	\$4,990.00	\$4,990.00	\$0.00
Sub-Total Approved Base Services	\$79,300.00		\$79,300.00	\$73,980.00	\$5,320.00
Sub-Total Amount Due:					\$5,320.00

NOTE:

(1) Used for roadway lighting design

Reimbursables	Cost
N/A	\$0.00
Sub-Total Reimbursable Due:	\$0.00

Total Amount Due (this invoice):	\$5,320.00
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Thank you for the opportunity to assist Trilliam Farm, L.P. If you have any questions please call.
Sincerely,
Sullivan Engineering, Inc.
Paul V. Collins, Jr.
Paul V. Collins, Jr.
Vice President

City of Franklin Tennessee
P.O. Box 305
Franklin TN 37065-0305

Amendment 2
COF 2013-0016
Exhibit A
PMT 5 Design

Invoice	VCH001268831
Date	10/31/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

[Handwritten signature]

*12d PMP
Offset Agreement*

Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
013-082		TRI013		Net 30 days
Description: 2013-0016 DESIGN PMT5				Amount \$10,125.00
128 32810 00000				

Subtotal	\$10,125.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$10,125.00

Amendment 2
COF 2013-0016
Exhibit A
PMT 5 Design



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, CoF Contract No 2011-0064
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Sullivan Engineering, Inc. application for payment of Construction Engineering Inspection services (CEI) associated with City of Franklin Contract No. 2011-0064.
Invoice # 013-082= \$20,250.00

Total Amount Due Trillium Ventures (this invoice):	\$10,125.00
Total Amount Due City of Franklin (this invoice):	\$10,125.00

Please remit payment to:

Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.

A handwritten signature in black ink, appearing to read "Paul Arnold", is written over a horizontal line.

Paul Arnold
C: 615-513-4240

**Amendment 2
COF 2013-0016
Exhibit A
PMT 5 Design**



SULLIVAN ENGINEERING, INC.
317 Main Street, Suite 201
Franklin, TN 37064
(615) 642-5822

Trillium Farm, L.P.
Att. Paul Arnold
317 Main Street
Suite 201
Franklin, TN 37064

Invoice No. 013-082
Date: October 22, 2013
Rev.

RE: Carothers Parkway South, Roadway Design
From Long Lane to Road "D" within Section 20 of the Highlands of Ladd Park
City of Franklin, Tennessee
Williamson County
SEI Project #13-008

Billing Cycle: August 1, 2013 to October 31, 2013 - (Contract Type : LS)

Scope of Services:
Project Meetings, Contract Administration, Change Orders, Pay Application and Field Observations

Task Performed	Contract Fee	Percent Complete	Fee Completed	Previously Billed	Amount Due
DESIGN					
Preliminary Design	\$25,490.00	100.00%	\$25,490.00	\$25,490.00	\$0.00
Right-of-Way Design	\$17,000.00	100.00%	\$17,000.00	\$17,000.00	\$0.00
Construction Design/Specifications	\$14,160.00	100.00%	\$14,160.00	\$14,160.00	\$0.00
Topographic Survey by HFR	\$7,840.00	100.00%	\$7,840.00	\$7,840.00	\$0.00
Geotechnical by Terracon (1)	\$5,320.00	100.00%	\$5,320.00	\$5,320.00	\$0.00
Property Acquisition Descriptions	\$2,500.00	100.00%	\$2,500.00	\$2,500.00	\$0.00
Reproduction Cost (Review Plots & PDF's)	\$1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Reimbursable Permits and Fees	\$1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Milcrofton Utility District Water Line Design	\$4,990.00	100.00%	\$4,990.00	\$4,990.00	\$0.00
CONSTRUCTION					
Construction Engineering Inspection (CEI))	\$27,000.00	75.00%	\$20,250.00	\$0.00	\$20,250.00
Sub-Total Approved Base Services	\$106,300.00		\$99,550.00	\$79,300.00	\$20,250.00
Sub-Total Amount Due:					\$20,250.00

NOTE:

(1) Used for roadway lighting design

Total Amount Due Trillium Ventures (this invoice):	\$10,125.00
Total Amount Due City of Franklin (this invoice):	\$10,125.00

Thank you for the opportunity to assist Trillium Farm, L.P. If you have any questions please call.
Sincerely,
Sullivan Engineering, Inc.
Paul V. Collins, Jr.
Paul V. Collins, Jr.
Vice President

City of Franklin Tennessee
P.O. Box 305
Franklin TN 37065-0305

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 ROW

Invoice	VCH001266153
Date	9/13/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

10/7/13
per [signature]

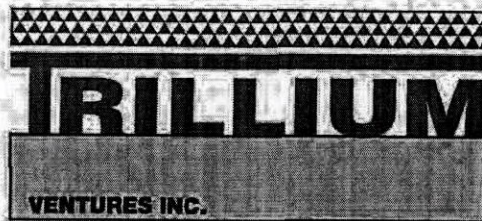
Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
2013-0016 ROW PMT1		TRI013		Net 30 days
Description: 2013-0016 ROW PMT1				Amount \$108,803.10
128 32810 00000				

Subtotal	\$108,803.10
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$108,803.10

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 ROW



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Mt. States Contractors, LLC Application for Pay Request No. 1, for work completed through the date of September 13, 2013 for payment of construction services associated with City of Franklin Contract No. 2013-0016.

CAROTHERS PARKWAY AT LONG LANE CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Remaining City Balance Previous Invoices	\$398,401.00		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice Construction Pay App #1	\$61,568.31	\$61,568.31	\$123,136.63
RIGHT-OF-WAY (3.36 Ac @ \$.075/Sq. Ft.) \$.075 / Sq. Ft.	\$108,803.10		
Amount Due	\$170,371.42	\$61,568.31	\$123,136.63
Remaining Balance City Contract Obligation	\$228,029.58		

Please remit payment of \$170,371.42 to:
Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

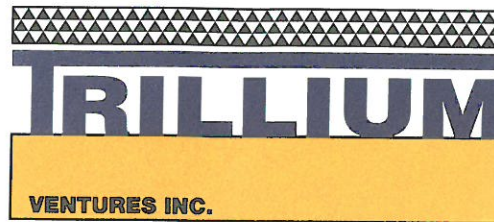
Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.

A handwritten signature in black ink, appearing to read "Paul Arnold", is written over a horizontal line.

Paul Arnold
C: 615-513-4240

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 CEI



April 25, 2016

Mr. Paul Holzen, P. E.
Franklin Director of Engineering/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Carothers Parkway at Long Lane
City of Franklin
Application for payment
SEI project no. 13-008
City of Franklin Contract No. 2013-0016

Dear Paul,

Paul Collins has reviewed with me your discussion of City Agreement 2013-0016 as it relates to payments and preparation of closure of the contract. During this review, it was discovered that SEI's Invoice 013-067 which was submitted for reimbursement by the City to Trillium Farm, LP has not been received. Therefore, please find attached SEI's Invoice 013-067, dated September 4, 2013 that is being submitted for reimbursement to Trillium Farms, LP.

Once pavement remediation work have been made and accepted by all parties at Carothers Parkway/Parkworth Drive, Trillium Farms will be ready to proceed with closure of City Agreement 2013-0016. Our records indicate construction payments for the final riding surface (\$48,000) and project retainer (\$35,426.75) will need to be made to Mountain States. Upon final payment to Mountain States, a Change Order will be prepared to reconcile the budget.

Please call if you have any questions.

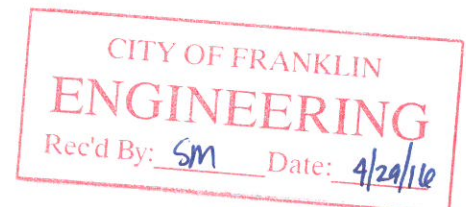
Sincerely,

Trillium Farms LP



Paul Arnold
Enclosures

Cc: Paul Collins, Sullivan Engineering, Inc.



**Amendment 2
COF 2013-0016
Exhibit A
PMT 1 CEI**



Trillium Farm, L.P.
Att. Paul Arnold
317 Main Street
Suite 201
Franklin, TN 37064

Invoice No. 013-067
Date: September 4, 2013
Rev.

RE: *Construction Engineering Inspection – Truman Road West*
From Snowden Street West to Carothers Parkway
City of Franklin, Tennessee
Williamson County
SEI Project #13-100

Billing Cycle: May 1, 2013 to July 31, 2013 - (Contract Type : Hourly)

Scope of Services:
Project Meetings, Filed Reviews and Construction Observation

<i>Task Performed</i>	<i>Contract Fee</i>	<i>Hours Complete</i>	<i>Fee Completed</i>	<i>Fee Invoiced</i>	<i>Amount Due</i>
Professional Engineer	\$151.14	40	\$6,045.60	\$0.00	\$6,045.60
Staff Assoc/Project Coordinator	\$112.06	84	\$9,413.04	\$0.00	\$9,413.04
Roadway Designer II	\$95.84	32	\$3,066.88	\$0.00	\$3,066.88
Cadd Tech	\$85.53	16	\$1,368.48	\$0.00	\$1,368.48
Sub-Total CEI Services			\$19,894.00	\$0.00	\$19,894.00
Credit Adjustment					(\$2,133)
Sub-Total Amount Due:					\$17,761.00

<i>Reimbursables</i>	<i>Cost</i>
N/A	\$0.00
Sub-Total Reimbursable Due:	\$0.00

Total Amount Due (this invoice):	\$17,761.00
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Please note that this invoices voids 013-062 dated August 2, 2013.

Thank you for the opportunity to assist the Trillium Farm, LP. If you have any questions please call.

Sincerely,
Sullivan Engineering, Inc.

Paul V. Collins, Jr.
Paul V. Collins, Jr.
Vice President

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 Const

Invoice	VCH001266152
Date	9/13/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

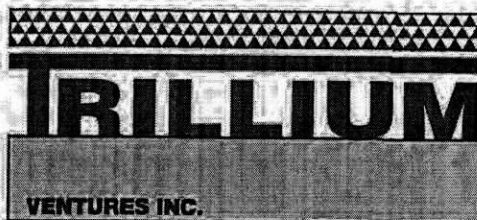
10/7/13
Per me

Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
2013-0016 CONST PMT1		TRI013		Net 30 days
				Amount \$61,568.31
128 32810 00000				
			Subtotal	\$61,568.31
			Misc	\$0.00
			Tax	\$0.00
			Freight	\$0.00
			Trade Discount	\$0.00
			Payment	\$0.00
			Total Due	\$61,568.31

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 Const



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Mt. States Contractors, LLC Application for Pay Request No. 1, for work completed through the date of September 13, 2013 for payment of construction services associated with City of Franklin Contract No. 2013-0016.

CAROTHERS PARKWAY AT LONG LANE CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Remaining City Balance Previous Invoices	\$398,401.00		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice Construction Pay App #1	\$61,568.31	\$61,568.31	\$123,136.63
RIGHT-OF-WAY (3.36 Ac @ \$.075/Sq. Ft.)	\$108,803.10		
Amount Due	\$170,371.42	\$61,568.31	\$123,136.63
Remaining Balance City Contract Obligation	\$228,029.58		

Please remit payment of \$170,371.42 to:
Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.


Paul Arnold
C: 615-513-4240

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 Const



SULLIVAN ENGINEERING, INC.
317 Main Street, Suite 201
Franklin, TN 37064
(615) 642-5822

September 21, 2013

Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

PAUL

RE: Carothers Parkway at Long Lane
City of Franklin
Application for payment
SEI project no. 13-008
City of Franklin Contract No. 2013-0016

Dear Jonathan,

Please find enclosed Mt. States Contractors, LLC Application for Pay Request No. 1, for work completed through the date of September 13, 2013, in the amount of \$123,136.63. The Sullivan Engineering's staff has reviewed this request and found it to be in accordance with work completed. Therefore, the CEI Design Team's recommendation is that Mt. States Contractors, LLC be paid the amount previously noted.

APPLICATION FOR PAYMENT		
ORIGINAL CONTRACT PRICE		\$866,500.00
NET CHANGE BY CHANGE ORDER/WRITTEN AMENDMENTS		\$198,965.00
CURRENT CONTRACT PRICE		\$667,535.00
TOTAL COMPLETED AND STORED TO DATE		\$129,617.50
RETAINAGE	5.00%	
TOTAL RETAINAGE		\$6,480.88
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE		\$123,136.63
LESS PREVIOUS APPLICATION FOR PAYMENTS		\$0.00

Amendment 2
COF 2013-0016
Exhibit A
PMT 1 Const

DUE THIS APPLICATION

\$123,136.63

Funds totaling \$550,879.25 remain in this contract, less the retainer amount of \$6,480.88 for a final balance of \$544,398.38.

Please call if you have any questions.

Sincerely,

Sullivan Engineering Incorporated

Paul Collins

Paul Collins

Enclosures

Cc: Kevin Tubberville, Mt. States Contractors, LLC

Amendment 2
COF 2013-0016
Exhibit A
PMT 2 Const

Invoice	VCH001268832
Date	10/26/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Rd Imp ^{off} _{Account}

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
2013-0016 CONST PMT2 Description: 2013-0016 CONST PMT2		TRI013		Net 30 days
				Amount \$234,660.81
		128 328 10 00000		
			Subtotal	\$234,660.81
			Misc	\$0.00
			Tax	\$0.00
			Freight	\$0.00
			Trade Discount	\$0.00
			Payment	\$0.00
			Total Due	\$234,660.81

Amendment 2
COF 2013-0016
Exhibit A
PMT 2 Const



Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Mt. States Contractors, LLC Application for Pay Request No. 2, for work completed through the date of October 25, 2013 for payment of construction services associated with City of Franklin Contract No. 2013-0016. Amount due Mt. States has been adjusted to reflect the Sanitary Sewer Casing being paid by Trillium Ventures in the amount of \$22,700.00 for a net amount due of \$234,660.81.

CAROTHERS PARKWAY AT LONG LANE CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Remaining City Balance Previous Invoices	\$398,401.00		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice Construction Pay App #1	\$246,010.81	\$246,010.81	\$492,021.63
Amount Due	\$246,010.81	\$246,010.81	\$492,021.63
Engineering Design and CEI Services	\$106,300.00		
RIGHT-OF-WAY (3.36 Ac @ \$.075/Sq. Ft.)	\$108,803.10		
TO BE PAID BY DEVELOPER			
8-INCH WATER SYSTEM (PER MILCROFTON UTILITY DISTRICT STANDARDS)		\$55,000.00	
SANITARY SEWER STEEL CASING PIPE, (16" INSIDE DIA., INCLUDES AS-BUILT PLANS)		\$22,700.00	
Remaining Balance City Contract Obligation	\$14,987.09		

Please remit payment of \$234,660.81 to:

Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely

Trillium Farms, L.P.

A handwritten signature in black ink, appearing to read "Paul Arnold", is written over a horizontal line.

Paul Arnold

APPLICATION FOR PAYMENT NO. 2

To: Trillium Farms, L.P.
From: Mountain States Contractors, LLC
Contract: 2011-0151
Project: Carothers Parkway South at Long Lane
ENGINEER's Sullivan Engineering
ENGINEER
For Work accomplished through the date of: Oct 26, 2013

1.	Original Contract Price:	\$ <u>866,500.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>(198,965.00)</u>
3.	Current Contract Price (1 plus 2):	\$ <u>667,535.00</u>
4.	Total completed and stored to date:	\$ <u>647,535.00</u>
5.	Retainage (per Agreement):	
	<u>5</u> % of completed Work:	\$ <u>32,376.75</u>
	<u> </u> % of stored material:	\$ <u> </u>
	Total Retainage:	\$ <u>32,376.75</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>615,158.25</u>
7.	Less previous Application for Payments:	\$ <u>123,136.63</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>492,021.62</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 22 Oct 13

CONTRACTOR

By: Kevin Tuberville, Project Manager

State of Tennessee

County of Davidson

Subscribed and sworn to before me this 22

day of October, 2013

Notary Public

My Commission expires: 01-07-15



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10/25/13

ENGINEER

By:

[Signature] SULLIVAN ENGINEERING, INC.

Mountain States Contractors, LLC
P.O. BOX 158067 NASHVILLE, TN 37215

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner: Trillium Farms, L.P.

Application No.: Two
Period Ending: 10/26/2013
Job No.: 1032
Invoice No.:

Amendment 2
COF 2013-0016
Exhibit A
PMT 2 Const

PROJECT: Carothers Parkway South at Long Lane

Engineer: Sullivan Engineering

DESCRIPTION OF ITEM	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	PREVIOUS QUANTITY	TOTAL QUANTITY COMPLETE	TOTAL AMOUNT COMPLETE
EXCAVATION AND EMBANKMENT	1	L.S.	211,350.00	211,350.00	0.481	101,650.00	0.52	1.000	211,350.00
TOPSOIL AND SLOPE STABILIZATION	1	L.S.	34,700.00	34,700.00	1.0000	34,700.00		1.00	34,700.00
EROSION CONTROL	1	L.S.	39,835.00	39,835.00	0.50	19,917.50	0.50	1.00	39,835.00
BASE, PAVING, CURBS	1	L.S.	229,000.00	229,000.00	1.00	229,000.00		1.00	229,000.00
FINAL ASPHALT GRADE D	1	L.S.	48,000.00	48,000.00	1.00	48,000.00		1.00	48,000.00
STORM DRAINAGE	1	L.S.	99,850.00	99,850.00	1.00	99,850.00		1.00	99,850.00
PERMANENT SIGNING	1	L.S.	1,800.00	1,800.00	1.00	1,800.00		1.00	1,800.00
PERMANENT PAVEMENT MARKING	1	L.S.	12,115.00	12,115.00	1.00	12,115.00		1.00	12,115.00
ROADWAY LIGHTING SYSTEM	1	L.S.	61,000.00	61,000.00	1.00	61,000.00		1.00	61,000.00
8 INCH MILCROFTON WATER SYSTEM	1	L.S.	94,450.00	94,450.00	1.00	94,450.00		1.00	94,450.00
TRAFFIC CONTROL	1	L.S.	5,100.00	5,100.00	1.00	5,100.00		1.00	5,100.00
SANITARY SEWER STEEL CASING	1	L.S.	22,700.00	22,700.00	1.00	22,700.00		1.00	22,700.00
PAYMENT AND PERFORMANCE BOND	1	L.S.	6,600.00	6,600.00	1.00	6,600.00		1.00	6,600.00
SUB - TOTAL BID				866,500.00		736,882.50			866,500.00
CHANGE ORDER 1									
8 INCH MILCROFTON WATER SYSTEM	1	L.S.	(94,450.00)	(94,450.00)	1.00	(94,450.00)		1.00	(94,450.00)
FINAL ASPHALT GRADE D	1	L.S.	(48,000.00)	(48,000.00)	1.00	(48,000.00)		1.00	(48,000.00)
ROADWAY LIGHTING SYSTEM	1	L.S.	(61,000.00)	(61,000.00)	1.00	(61,000.00)		1.00	(61,000.00)
PERMANENT SIGNING	1	L.S.	(1,800.00)	(1,800.00)	1.00	(1,800.00)		1.00	(1,800.00)
PERMANENT PAVEMENT MARKING	1	L.S.	(12,115.00)	(12,115.00)	1.00	(12,115.00)		1.00	(12,115.00)
PAYMENT AND PERFORMANCE BOND	1	L.S.	(6,600.00)	(6,600.00)	1.00	(6,600.00)		1.00	(6,600.00)
CONTINGENCY ALLOWANCE	1	L.S.	25,000.00	25,000.00	0.20	5,000.00		0.20	5,000.00
(electrical stubout, drainage modification)									
SUB - TOTAL CHANGE ORDER # 1				(198,965.00)		(218,965.00)			(218,965.00)
TOTAL PROJECT				667,535.00		517,917.50			647,535.00

Amendment 2
COF 2013-0016
Exhibit A
PMT 3 Const

Invoice	VCH001306792
Date	11/20/2014

BATCH: MARSTON

JOB: 2013-015

CONTRACT: 2013-0016

Vendor:

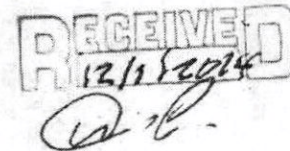
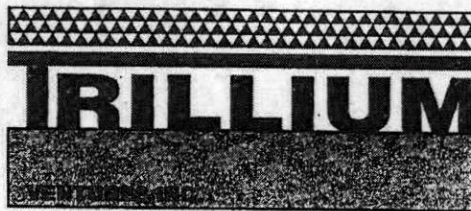
Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
2013-0016 3		TRI013		Net 30 days
Description: 2013-0016_CONST_PMT3				Amount \$28,975.00
<i>set up contract summary</i>				

Subtotal	\$28,975.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$28,975.00

TO RETAINAGE: N/A

Amendment 2
COF 2013-0016
Exhibit A
PMT 3 Const



November 25, 2014

Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear David,

Please find enclosed Mt. States Contractors, LLC Application for Pay Request No. 3, for work completed through the date of November 20, 2014 for payment of construction services associated with City of Franklin Contract No. 2013-0016. Our Staff has reviewed the request and concurs with payment as requested to Mt. States in the amount of \$28,975.00.

CAROTHERS PARKWAY AT LONG LANE CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Remaining City Balance Previous Invoices	\$26,337.09		
Agreement 2013-0016 Contract Ceiling (Amend 1 Increase)	\$132,746.10		
City Obligation 50% of Ceiling	\$66,373.05		
Remaining City Balance W/Adjustment	\$92,710.14		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice Construction Pay App #1 (Trillium includes Sanitary Sewer Casing Pipe)	\$28,975.00	\$28,975.00	\$57,950.00
Amount Due	\$28,975.00	\$28,975.00	\$57,950.00
Remaining Balance City Contract Obligation	\$63,735.14		

Please remit payment of \$28,975.00 to:

Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely

Trillium Farms, L.P.


Paul Arnold

APPLICATION FOR PAYMENT NO. 3

To: Trillium Farms, L.P.
From: Mountain States Contractors, LLC
Contract: 2011-0151
Project: Carothers Parkway South at Long Lane
ENGINEER's Sullivan Engineering
ENGINEER _____
For Work accomplished through the date of: Nov 20, 2014

1.	Original Contract Price:	\$ <u>866,500.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>(76,050.00)</u>
3.	Current Contract Price (1 plus 2):	\$ <u>790,450.00</u>
4.	Total completed and stored to date:	\$ <u>708,535.00</u>
5.	Retainage (per Agreement):	
	<u>5</u> % of completed Work:	\$ <u>35,426.75</u>
	____ % of stored material:	\$ _____
	Total Retainage:	\$ <u>35,426.75</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>673,108.25</u>
7.	Less previous Application for Payments:	\$ <u>615,158.25</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>57,950.00</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 20 Nov 2014
CONTRACTOR
State of Tennessee
County of Davidson
Subscribed and sworn to before me this 20
day of November, 2014

Carol X. Groom
Notary Public
My Commission expires: 11-05-18



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11-24-14
ENGINEER _____ By: [Signature] SULLIVAN ENGINEERING, INC.

Mountain States Contractors, LLC
P.O. BOX 158067 NASHVILLE, TN 37215

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner: Trillium Farms, L.P.
Application No.: Three
Period Ending: 11/20/2014
Job No.: 1032
Invoice No.:
Engineer: Sullivan Engineering

PROJECT: Carothers Parkway South at Long Lane

DESCRIPTION OF ITEM	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	PREVIOUS QUANTITY	TOTAL QUANTITY COMPLETE	TOTAL AMOUNT COMPLETE
EXCAVATION AND EMBANKMENT	1	L.S.	211,350.00	211,350.00	-	-	1.00	1.00	211,350.00
TOPSOIL AND SLOPE STABILIZATION	1	L.S.	34,700.00	34,700.00	-	-	1.00	1.00	34,700.00
EROSION CONTROL	1	L.S.	39,835.00	39,835.00	-	-	1.00	1.00	39,835.00
BASE, PAVING, CURBS	1	L.S.	229,000.00	229,000.00	-	-	1.00	1.00	229,000.00
FINAL ASPHALT GRADE D	1	L.S.	48,000.00	48,000.00	-	-	1.00	1.00	48,000.00
STORM DRAINAGE	1	L.S.	99,850.00	99,850.00	-	-	1.00	1.00	99,850.00
PERMANENT SIGNING	1	L.S.	1,800.00	1,800.00	-	-	1.00	1.00	1,800.00
PERMANENT PAVEMENT MARKING	1	L.S.	12,115.00	12,115.00	-	-	1.00	1.00	12,115.00
ROADWAY LIGHTING SYSTEM	1	L.S.	61,000.00	61,000.00	-	-	1.00	1.00	61,000.00
8 INCH MILCROFTON WATER SYSTEM	1	L.S.	94,450.00	94,450.00	-	-	1.00	1.00	94,450.00
TRAFFIC CONTROL	1	L.S.	5,100.00	5,100.00	-	-	1.00	1.00	5,100.00
SANITARY SEWER STEEL CASING	1	L.S.	22,700.00	22,700.00	-	-	1.00	1.00	22,700.00
PAYMENT AND PERFORMANCE BOND	1	L.S.	6,600.00	6,600.00	-	-	1.00	1.00	6,600.00
SUB - TOTAL BID				866,500.00					866,500.00
CHANGE ORDER 1									
8 INCH MILCROFTON WATER SYSTEM	1	L.S.	(94,450.00)	(94,450.00)	-	-	1.00	1.00	(94,450.00)
FINAL ASPHALT GRADE D	1	L.S.	(48,000.00)	(48,000.00)	-	-	1.00	1.00	(48,000.00)
ROADWAY LIGHTING SYSTEM	1	L.S.	(61,000.00)	(61,000.00)	-	-	1.00	1.00	(61,000.00)
PERMANENT SIGNING	1	L.S.	(1,800.00)	(1,800.00)	-	-	1.00	1.00	(1,800.00)
PERMANENT PAVEMENT MARKING	1	L.S.	(12,115.00)	(12,115.00)	-	-	1.00	1.00	(12,115.00)
PAYMENT AND PERFORMANCE BOND	1	L.S.	(6,600.00)	(6,600.00)	-	-	1.00	1.00	(6,600.00)
CONTINGENCY ALLOWANCE	1	L.S.	25,000.00	25,000.00	-	-	0.20	0.20	5,000.00
(electrical subout, drainage modification)									
SUB - TOTAL CHANGE ORDER # 1				(198,965.00)					(218,965.00)
FINAL ASPHALT GRADE D	1	L.S.	48,000.00	48,000.00	-	-		0.00	-
ROADWAY LIGHTING SYSTEM	1	L.S.	61,000.00	61,000.00	1.00	61,000.00		1.00	61,000.00
PERMANENT SIGNING	1	L.S.	1,800.00	1,800.00	-	-		0.00	-
PERMANENT PAVEMENT MARKING	1	L.S.	12,115.00	12,115.00	-	-		0.00	-
SUB - TOTAL CHANGE ORDER # 2				122,915.00					61,000.00
TOTAL PROJECT				790,450.00					708,535.00

Amendment 2
COF 2013-0016
Exhibit A
PMT 4 Const

June 23, 2016



Mr. Paul Holzen P. E.
Director of Engineering/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear Paul,

Please find enclosed Mt. States Contractors, LLC Application for Pay Request No. 4, for work completed through the date of November 20, 2014 for payment of construction services associated with City of Franklin Contract No. 2013-0016. Our Staff has reviewed the request and concurs with payment as requested to Mt. States in the amount of \$23,655.00.

CAROTHERS PARKWAY AT LONG LANE CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Remaining City Balance Previous Invoices	\$26,337.09		
Agreement 2013-0016 Contract Ceiling (Amend 1 Increase)	\$132,746.10		
City Obligation 50% of Ceiling	\$66,373.05		
Remaining City Balance W/Adjustment	\$63,735.14		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice Construction Pay App #1 (Trillium includes Sanitary Sewer Casing Pipe)	\$23,655.00	\$23,655.00	\$47,310.00
Amount Due	\$23,655.00	\$23,655.00	\$47,310.00
Remaining Balance City Contract Obligation	\$40,080.14		

Please remit payment of \$28,975.00 to:

Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely

Trillium Farms, L.P.

A handwritten signature in black ink, appearing to read "Paul Arnold".

Paul Arnold

APPLICATION FOR PAYMENT NO. 4

To: Trillium Farms, L.P.
From: Mountain States Contractors, LLC
Contract: 2011-0151
Project: Carothers Parkway South at Long Lane
ENGINEER's Sullivan Engineering
ENGINEER _____
For Work accomplished through the date of: Nov 20, 2014

1.	Original Contract Price:	\$ <u>866,500.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>(88,165.00)</u>
3.	Current Contract Price (1 plus 2):	\$ <u>778,335.00</u>
4.	Total completed and stored to date:	\$ <u>758,335.00</u>
5.	Retainage (per Agreement):	
	<u>5</u> % of completed Work:	\$ <u>37,916.75</u>
	<u> </u> % of stored material:	\$ <u> </u>
	Total Retainage:	\$ <u>37,916.75</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>720,418.25</u>
7.	Less previous Application for Payments:	\$ <u>673,108.25</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>47,310.00</u>

Accompanying Documentation:

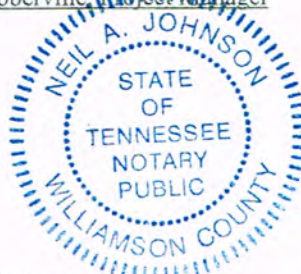
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 1 June 2016
CONTRACTOR
State of Tennessee
County of Williamson
Subscribed and sworn to before me this 1st
day of June, 2016

By: Kevin Tubberville, Project Manager

Notary Public
My Commission expires: 12-27-16



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated JULIAN ENGINEERING, INC.
ENGINEER _____
By: [Signature]

Mountain States Contractors, LLC
P.O. BOX 158067 NASHVILLE, TN 37215

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner: Trillium Farms, L.P.
Application No.: Three
Period Ending: 11/20/2014
Job No.: 1032
Invoice No.:
Engineer: Sullivan Engineering

PROJECT: Carothers Parkway South at Long Lane

DESCRIPTION OF ITEM	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	PREVIOUS QUANTITY	TOTAL QUANTITY COMPLETE	TOTAL AMOUNT COMPLETE
EXCAVATION AND EMBANKMENT	1	L.S.	211,350.00	211,350.00		-	1.00	1.00	211,350.00
TOPSOIL AND SLOPE STABILIZATION	1	L.S.	34,700.00	34,700.00		-	1.00	1.00	34,700.00
EROSION CONTROL	1	L.S.	39,835.00	39,835.00		-	1.00	1.00	39,835.00
BASE, PAVING, CURBS	1	L.S.	229,000.00	229,000.00		-	1.00	1.00	229,000.00
FINAL ASPHALT GRADE D	1	L.S.	48,000.00	48,000.00		-	1.00	1.00	48,000.00
STORM DRAINAGE	1	L.S.	99,850.00	99,850.00		-	1.00	1.00	99,850.00
PERMANENT SIGNING	1	L.S.	1,800.00	1,800.00		-	1.00	1.00	1,800.00
PERMANENT PAVEMENT MARKING	1	L.S.	12,115.00	12,115.00		-	1.00	1.00	12,115.00
ROADWAY LIGHTING SYSTEM	1	L.S.	61,000.00	61,000.00		-	1.00	1.00	61,000.00
8 INCH MILCROFTON WATER SYSTEM	1	L.S.	94,450.00	94,450.00		-	1.00	1.00	94,450.00
TRAFFIC CONTROL	1	L.S.	5,100.00	5,100.00		-	1.00	1.00	5,100.00
SANITARY SEWER STEEL CASING	1	L.S.	22,700.00	22,700.00		-	1.00	1.00	22,700.00
PAYMENT AND PERFORMANCE BOND	1	L.S.	6,600.00	6,600.00		-	1.00	1.00	6,600.00
SUB - TOTAL BID				866,500.00		-			866,500.00
CHANGE ORDER # 1									
8 INCH MILCROFTON WATER SYSTEM	1	L.S.	(94,450.00)	(94,450.00)		-	1.00	1.00	(94,450.00)
FINAL ASPHALT GRADE D	1	L.S.	(48,000.00)	(48,000.00)		-	1.00	1.00	(48,000.00)
ROADWAY LIGHTING SYSTEM	1	L.S.	(61,000.00)	(61,000.00)		-	1.00	1.00	(61,000.00)
PERMANENT SIGNING	1	L.S.	(1,800.00)	(1,800.00)		-	1.00	1.00	(1,800.00)
PERMANENT PAVEMENT MARKING	1	L.S.	(12,115.00)	(12,115.00)		-	1.00	1.00	(12,115.00)
PAYMENT AND PERFORMANCE BOND	1	L.S.	(6,600.00)	(6,600.00)		-	1.00	1.00	(6,600.00)
CONTINGENCY ALLOWANCE (electrical stubout, drainage modification)	1	L.S.	25,000.00	25,000.00		-	0.20	0.20	5,000.00
SUB - TOTAL CHANGE ORDER # 1				(198,965.00)		-			(218,965.00)
FINAL ASPHALT GRADE D	1	L.S.	48,000.00	48,000.00		1.00		1.00	48,000.00
ROADWAY LIGHTING SYSTEM	1	L.S.	61,000.00	61,000.00		-	1.00	1.00	61,000.00
PERMANENT SIGNING	1	L.S.	1,800.00	1,800.00		1.00		1.00	1,800.00
PERMANENT PAVEMENT MARKING	1	L.S.	12,115.00	12,115.00		1.00		1.00	12,115.00
SUB - TOTAL CHANGE ORDER # 2				122,915.00		61,915.00			122,915.00
PERMANENT PAVEMENT MARKING	1	L.S.	(12,115.00)	(12,115.00)		1.00		1.00	(12,115.00)
SUB - TOTAL CHANGE ORDER # 3				(12,115.00)		(12,115.00)			(12,115.00)
TOTAL PROJECT				778,335.00		49,800.00			758,335.00

Amendment 2
COF 2013-0016
Exhibit A
PMT 4 Const

June 23, 2016



Mr. Paul Holzen P. E.
Director of Engineering/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2013-0016
Carothers Parkway from the proposed intersection of Carothers Parkway and Long Lane

Dear Paul,

Please find enclosed Mt. States Contractors, LLC Application for Pay Request No. 5, for work completed through the date of November 20, 2014 for payment of construction services associated with City of Franklin Contract No. 2013-0016. Our Staff has reviewed the request and concurs with payment as requested to Mt. States in the amount of \$18,958.38.

CAROTHERS PARKWAY AT LONG LANE CONTRACT SUMMARY			
Agreement 2013-0016 Contract Ceiling	\$876,102.00		
City Obligation 50% of Ceiling	\$438,051.00		
Remaining City Balance Previous Invoices	\$26,337.09		
Agreement 2013-0016 Contract Ceiling (Amend 1 Increase)	\$132,746.10		
City Obligation 50% of Ceiling	\$66,373.05		
Remaining City Balance W/Adjustment	\$40,080.14		
Invoice	City Obligation	Trillium Ventures Obligation	Total Invoice Amount
Less Invoice Construction Pay App #1 (Trillium includes Sanitary Sewer Casing Pipe)	\$18,958.38	\$18,958.38	\$37,916.75
Amount Due	\$18,958.38	\$18,958.38	\$37,916.75
Remaining Balance City Contract Obligation	\$21,121.76		

Please remit payment of \$28,975.00 to:

Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely

Trillium Farms, L.P.


Paul Arnold

CHANGE ORDER

No. 5

June 9, 2016

EFFECTIVE DATE: June 9, 2016

OWNER: Trillium Farms, L.P.
Attn: Paul Arnold
317 Main Street, Suite 201
Franklin, TN 37064

CONTRACTOR: Mt. States Contractors
Attn: Kevin Tubberville
2209 Crestmoore Road
Nashville, TN 37215

Contract: General Construction

Project: Carothers Parkway South, From Long Lane to north of Parkworth Drive

OWNER's Contract No. 2011-0151

ENGINEER's Contract No. 13-008

ENGINEER: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.
317 Main Street, Suite 201, Franklin, TN 37064

You are directed to proceed promptly with the following change(s):

Description:

Reconcile project budget and release of retainer.

Reason for Change Order:

Project Closure

Attachments: (List documents supporting change)

Application for Payment #5, dated June 9, 2016.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$866,500.00
Net Increase (Decrease) from previous Change Orders No. -0- to -4-: (\$88,165.00)
Contract Price prior to this Change Order: \$778,335.00
Net Increase (decrease) of this Change Order: \$20,000.00
Contract Price with all approved Change Orders: \$758,335.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>October 27, 2013</u> Ready for final payment: <u>November 11, 2013</u> (days or dates)
Net change from previous Change Orders No. -1- To No. -4-: Substantial Completion: <u>373</u> Ready for final payment: <u>369</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2014</u> Ready for final payment: <u>November 15, 2014</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>318</u> Ready for final payment: <u>351</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2015</u> Ready for final payment: <u>November 1, 2015</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 6/23/16

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 6-23-16

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 6 JUL 16

APPLICATION FOR PAYMENT NO. 5

Amendment 2
COF 2013-0016
Exhibit A
PMT 5 Const

To: Trillium Farms, L.P.
From: Mountain States Contractors, LLC
Contract: 2011-0151
Project: Carothers Parkway South at Long Lane
ENGINEER's Sullivan Engineering
ENGINEER _____
For Work accomplished through the date of: Nov 20, 2014

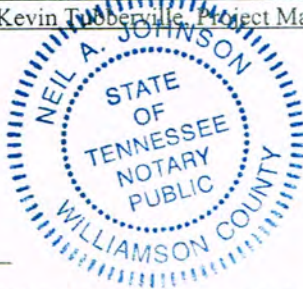
1.	Original Contract Price:	\$ <u>866,500.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>(88,165.00)</u>
3.	Current Contract Price (1 plus 2):	\$ <u>778,335.00</u>
4.	Total completed and stored to date:	\$ <u>758,335.00</u>
5.	Retainage (per Agreement):	
	<u> </u> % of completed Work:	\$ <u> </u>
	<u> </u> % of stored material:	\$ <u> </u>
	Total Retainage:	\$ <u> </u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>758,335.00</u>
7.	Less previous Application for Payments:	\$ <u>720,418.25</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>37,916.75</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 1 June 2016
CONTRACTOR
State of Tennessee
County of Williamson
Subscribed and sworn to before me this 13th
day of June, 2016

By: Kevin Tuberville, Project Manager

Notary Public
My Commission expires: 12-27-16

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated SULLIVAN ENGINEERING, INC.
ENGINEER _____
By: [Signature]

Amendment 2
COF 2013-0016
Exhibit A
PMT 5 Const

TRILLIUM FARMS, L.P.
317 Main Street, Suite 201 Franklin, TN 37064

SUBCONTRACTOR'S/ SUPPLIERS

2011-0151

AFFIDAVIT AND FINAL LIEN WAIVER

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) Trillium Farms, L.P.

to furnish labor and materials for (B) Carothers Parkway South at Long Lane work,

for the improvements of the premises described

as (D) Carothers Parkway South at Long Lane in the city of Franklin

County of Williamson, State of Tennessee

of which City of Franklin is the Owner (s).

The Subcontractor has paid in full all bills or obligations for labor, sub-subcontract work, payroll taxes, material, (whether or not specified fabricated for this project, equipment, and/or machinery, which are due or payable on or before the last day of the billing period. The Subcontractor further certifies that it has complied with all federal, state, and local tax and employment laws, including, but not limited to, social security, unemployment and worker's compensation laws, applicable to its contract and work on the project through the billing period. The Subcontractor hereby waives and releases all rights to liens and claims against the owner, Trillium Farms L.P., and any surety for the performance of his contract from inception through the billing period of this application for payment, except for (a) retention which is unpaid to date and (b) work which has not been performed which is not the subject of a change order and which has been described in an attached document. The Subcontractor further states that no other person has any right to a lien or claim against the owner on account of work performed or for material, equipment, and/or machinery, or for material especially fabricated for the project, furnished to the Subcontractor through the billing period of this application for payment.

This waiver and release is given with the understanding that Trillium Farms L.P. and others will rely upon it, and to induce Trillium Farms L.P. to make payments to the Subcontractor. The waiver and release will become effective immediately upon the receipt of the sum of (E): thirty seven thousand nine hundred sixteen dollars and seventy-five cents

(\$ 37,916.75) Dollars
to the subcontractor.

(F) Jones Bros Contractors, LLC
(Name of sole ownership, corporation partnership)

[Signature]
(Signature of authorized representative)

TITLE: Project Manager

Subscribed and sworn to before me this
(Notary Public)

day of Sept., 2016

My commission expires:

[Signature]

5/13/2020



City of Franklin Tennessee
P.O. Box 305
Franklin TN 37065-0305

Amendment 2
COF 2013-0016
Exhibit A
PMT POND

Invoice	VCH001270376
Date	11/1/2013

BATCH: MARSTON
JOB: 2013-015
CONTRACT: 2013-0016

10/31/13

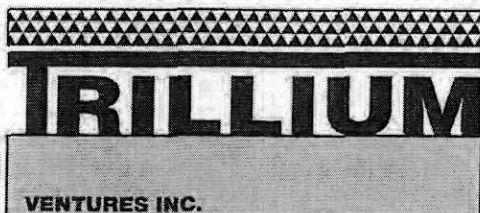
128 32810 00000

Vendor:

Trillium Ventures, Inc.
317 Main Street
Suite 201
Franklin TN 37064

Document Number	Purchase Order Number	Vendor ID	Shipping Method	Payment Terms ID
2013-0016 POND 1 Description: 2013-0016 CONST POND Sec. F		TRI013		Net 30 days
				Amount \$50,612.00
				Subtotal \$50,612.00
				Misc \$0.00
				Tax \$0.00
				Freight \$0.00
				Trade Discount \$0.00
				Payment \$0.00
				Total Due \$50,612.00

Amendment 2
COF 2013-0016
Exhibit A
PMT POND



November 4, 2013

Mr. David Parker P. E.
CIP Executive/City Engineer
Franklin City Hall
109 3rd Avenue South
Franklin, TN 37064

RE: Road Impact Fee Offset Agreement, City of Franklin Contract No 2009-0012
South Carothers Parkway Project For Roadway and Bridge Construction and Public Access

Dear David,

Please find enclosed Mike Ford Custom Builders, LLC Application for Pay Request No. 1, for work completed through the date of November 1, 2013 for payment of construction services associated with City of Franklin Contract No. 2009-0012. This request is specifically made for reimbursement of the Franklin Regional Detention Pond in Section "F," 10/11 of the Highlands of Ladd Park Development. A copy Cunningham Construction and Development, LLC invoice for construction services is attached for your review. This work has been paid and is accompanied by a copy of the Release of Liens.

SOUTH CAROTHERS PARKWAY PROJECT	Unit	Unit Cost	Plan Quantity	Cost to Date
DETENTION BASIN				
Rough Grading	C.Y.	\$4.75	8,000	\$38,000.00
30" RCP	L.F.	\$48.00	94	\$4,512.00
30" Endwall	Each	\$2,850.00	1	\$2,850.00
Pond Structure	Each	\$5,250.00	1	\$5,250.00
Amount Due				\$50,612.00

Please remit payment of \$50,612.00 to:
Trillium Farms, L.P.
317 Main Street, Suite 201
Franklin, TN 37064

Thank you for your assistance and please let me know if you have any questions.

Sincerely
Trillium Farms, L.P.


Paul Arnold
C: 615-513-4240

*Per Jonathan
50% of the bill
11/20/13
Discuss with
Paul Allen*

Mike Ford Custom Builders, LLC

390 Mallory Station Rd.

Suite 100

Franklin, TN 37067

Invoice

Date	Invoice #
11/1/2013	77

Bill To
TRILLIUM FARMS, LLC
Amendment 2 COF 2013-0016 Exhibit A PMT POND

Terms

Item	Description	Qty	Rate	Amount
Miscellaneous Reimburse...	Reimbursement from Trillium and/or City of Franklin for Regional detention pond built by Mike Ford for Section F of Ladd Park	1	50,612.00	50,612.00
			Total	\$50,612.00

Amendment 2
COF 2013-0016
Exhibit A
PMT POND

CONTRACTOR AFFIDAVIT
PARTIAL RELEASE AND WAIVER OF LIEN

To that contract dated November 26, 2012 by and between Cunningham Construction & Development, LLC. Hereinafter called the Contractor, and Mike Ford Custom Builders, LLC hereinafter called the Owner, for the construction of Section 10 and 11 of the Highlands of Ladd Park according to the plans and specifications prepared by Sullivan Engineering.

AFFIDAVIT

For and in consideration of the receipt of 16,075.90 in payment for the following labor and/or material furnished, to wit: Sixteen Thousand and Seventy-Five Dollars and 90/100, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon for all work, labor, materials, taxes, machinery or other goods, equipment or services done, performed for furnished for the construction located at the site hereafter described, to wit: Section 10 and 11 of the Highlands of Ladd Park located in Williamson County, TN.

The undersigned further warrants and represents that any and all valid labor and/or material and equipment bill's, now due and payable, on the property hereinabove described on behalf of the undersigned have been paid in full to the date of this waiver, or will be paid in full from these funds prior to the next draw request by Contractor. Except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

Exceptions: _____

It is further certified that all Federal and State taxes required to be withheld from employees or agents of Contractor have been withheld in the manner provided by law.

It is further certified that all sales, use and other taxes of every kind applicable to the Contractor's performance of said Contract have been paid in full or will be paid by the Contractor upon receipt of final payment.

Contractor agrees to indemnify Owner against any liens, including reasonable attorney's fees, and other costs incurred in connection therewith which may hereafter be filed against Owner and which arose directly or indirectly under said Contract, and Contractor shall also indemnify and save harmless Owner against any and all claims of any kind, except those expressly reserved as above set forth, which may hereafter be filed against Owner, and which arose directly or indirectly under said Contract, and Contractor, at Owner's request, will take over and assume the defense and liability of any such liens or claims.

The undersigned Contractor certifies that to the best of the Contractor's Knowledge and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, and Contractor expressly agrees that the payment made hereunder does not constitute an acceptance by Contractor of defective or improper materials or workmanship nor shall it be deemed to constitute an acceptance of any work of Contractor under said Contract that is not in conformity with the specifications, terms, and conditions of said Contract.

CURRENT CONTRACT PRICE (with change orders): _____
PREVIOUS PAYMENTS: \$108,178.40
THIS DRAW REQUEST: \$16,075.90
BALANCE DUE TO FINISH, PLUS RETAINAGE: \$42,430.45

IN WITNESS HEREOF, Contractor, intending to be legally bound hereby, has signed, sealed and delivered this Affidavit, Release and Waiver of Liens to Owner.

CONTRACTOR:

Signature

Typed Name/Title

Date of Signature

ADDRESS: _____

Subscribed and sworn to before me, in my presence, this 4 day of October, 2013, a Notary Public in and for the State of Tennessee.

Notary Public Signature

My commission expires



Amendment 2
COF 2013-0016
Exhibit A
PMT POND

Contractor's Application for Payment No. 7

PROJECT DESCRIPTION: The Highlands of Ladd Park Sections 10-11

CLIENT: Mike Ford Custom Classic Homes, LLC

ENGINEER: Sullivan

CONTRACTOR NAME: Cunningham Construction & Development

ADDRESS: 102 Stepien Chase Lane

Nashville, TN 37221

9/2/2013

[illegible]

RESOLUTION NO. 2016-96

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN REAPPROVING THE POST-CONSTRUCTION STORMWATER CONTROL MEASURES PROVIDED FOR IN THE CITY OF FRANKLIN STORMWATER BMP MANUAL FOR THE PURPOSE OF COMPLIANCE WITH SB1830/HB1892.

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and,

WHEREAS, the Board of Mayor and Alderman desires to prescribe regulations and standards to manage Stormwater runoff within the City in order to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and the Tennessee Water Quality Control Act of 1977 as amended; and

WHEREAS, pursuant to the above authorities, promulgated Ordinance 2014-50 which set forth post-construction stormwater measures for the City of Franklin, Tn as outlined in the City of Franklin Stormwater Best Management Practices (BMP) Manual that became effective as of January 1, 2014, and,

WHEREAS, SB1830/HB1892 states: “any local governmental entity that adopts [post-construction stormwater] control measures that exceed the minimum requirements of federal law must do so by ordinance or resolution, as appropriate, by the local legislative body upon a majority vote . . . ;” and,

WHEREAS, federal law does not clearly define the minimum post-construction stormwater control requirements as a numeric standard, but instead merely requires that the post- construction discharge of pollutants be reduced to the maximum extent practicable (MEP); and,

WHEREAS, the post-construction stormwater control measures contained in the City of Franklin Stormwater BMP Manual, which include Green Infrastructure and control measures identified as Low Impact Development (LID), were designed to meet the MEP requirement; and,

WHEREAS, there is nonetheless a risk of a perception of conflict between the requirements of the City of Franklin Stormwater BMP Manual, SB1830/HB1892, and the conditions of the Phase II Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit issued to the City of Franklin by the Tennessee Department of Environment and Conservation (TDEC), which may be confusing for those trying to comply with those authorities and those trying to enforce them, alike; and,

WHEREAS, it is in the best interest of the City of Franklin, Tn to reapprove the post-construction stormwater control measures in the Stormwater BMP Manual by resolution for purposes of reconciling any such perceived conflicts and complying with SB1830/HB1892

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

SECTION 1: The post-construction stormwater control measures as set forth in Ordinance 2015-50 and the current City of Franklin Stormwater BMP Manual, are hereby reapproved and adopted by the City of Franklin Board of Mayor and Alderman.

SECTION 2: That this Resolution shall be effective upon adoption

ADOPTED THIS ____ DAY OF _____, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley, City Attorney



November 2, 2016

Mr. Paul Holzen, P.E.
Director of Engineering
City of Franklin, TN
109 3rd Avenue, South
Franklin, TN 37064

**Re: Holiday Court Sewer Pump Station Replacement
 Engineering Services Proposal – Revision 1
 Franklin, TN**

Dear Paul:

Thank you for the opportunity to provide this proposal for engineering services for the design of upgrades to the existing Holiday Court sanitary sewer pump station (SPS). The rating of the existing SPS is currently unknown. Based on information provided to us by your office, it appears the usages based on types of development in the service area suggest a peak flow rating of approximately 300 GPM.

Based on the information you provided and with the subsequent meeting with Water Management staff, it appears that the scope of services required is as follows:

Design Phase Services

- Verify the hydraulic loading for the pumping station upgrade. This will be done using City water use records.
- Determine hydraulic conditions for the upgraded pump station and the existing force main. The existing 6-inch force main is proposed to be re-used.
- Prepare hydraulic calculations for submittal package to City and the State of Tennessee, Water Resources Division.
- Consult with City Water Management staff as needed to determine the requirements for this pumping station. The City has decided the style of station for this replacement will be a submersible style station utilizing two (2) pumps (brands to be determined by staff) with accompanying valve vault, flow meter and emergency pump connection. Since the old station has to remain in service while the new one is constructed, some type of re-routing of incoming sewer lines (3) may be required and a new wet well will need to be included.
- Contact the local power company to determine electrical capability based on the proposed upgrade resulting from changes to electrical systems.
- Provide topographical surveying of the existing SPS site. This is identified as the area shown on Plat Book 9, Page 101 which defines the PUE area. Topo survey will also include a corridor survey along the route of the old pump station to determine a profile

for engineering design. The existing force main will need to be located by City forces for the surveyor.

- Develop plans and technical specifications to include:
 1. Pumping station and control panel.
 2. Valves and appurtenances.
 3. Downstream manhole lining at force main discharge.
 4. Electrical upgrades including design of manual transfer switch with generator receptacle.
 5. Coordination with Revere Systems (telemetry provider for City) for integration of new station. This will include controls interface of signals for connection to City furnished telemetry.
 6. Conduct one (1) geotechnical bore to the subgrade of the new wet well for purposes of design and contractor bidding information.
 7. Development of a bypass pumping plan to accommodate the replacement of the upgraded pump station equipment on the existing wet well. This includes the addition of a bypass pump connection onto the existing force main. It may also include the introduction of new manholes on the three separate incoming gravity lines to facilitate capture of incoming flows. A second option to this would be the reuse of the existing wet well and conversion of same to a gravity manhole.
 8. Prepare a Final Opinion of Cost for the pump station upgrade.
 9. Attendance of three (3) meetings with City. (assume one kick-off and two design review meetings).
- Assist in development of contract documents in conjunction with City staff for purposes of bidding this project.
- Submit plans and technical specifications to City in electronic format for review followed by submittal to TDEC, Division of Water Resources.
- Prepare up to two (2) permanent or temporary easements as needed for construction or permanent area for the replacement SPS.
- Prepare other appropriate TDEC permits.
- Preparation of appropriate erosion control plan.
- Consult with the City as may otherwise be required.
- Payment of review and permit fees to TDEC. These would be considered as reimbursable expenses.

The following items are excluded from this design portion of this proposal:

- No pump station building is included. It is assumed this will remain as currently configured as a small, stand-alone pumping station with external mounted control panel and telemetry equipment.
- No odor control equipment design.
- No force main drawing preparation. We will verify the force main sizing and prepare an as-built profile of the existing force main.

- Design of specialized landscape screening.
- Design of specialized screening fencing.
- Telemetry package. The City currently has this station slated for new telemetry using Revere Systems. It is recommended that the existing station be delayed for refurbishment of its telemetry and to include new telemetry once the new station is completed with the City furnishing the telemetry package. It would not be included in the bid package for the contractor.

In addition, you have indicated your desire for H&D to continue services through the bid and construction phases of the project. These services are outlined below:

Bid Phase Services

- Attend and conduct a pre-bid meeting.
- Vetting of potential bidders as needed.
- Distribution of contract packages to prospective bidders.
- Answer contractor RFI's during bid phase.
- Evaluate requests for equipment substitution.
- Prepare addenda and issue as needed for clarification.
- Attend and conduct the bid opening in support of City Purchasing staff.
- Review bids and make final award recommendation to City including preparation of a Tabulation of Bids.

The following items are excluded from the bid phase portion of this proposal:

- Printing of contract documents. We will issue bid packages in electronic format to the bidders and vendors.

Construction Phase Services

- Consult with City and act as City's representative for this project.
- Participate in the pre-construction conference.
- Make visits to the site at intervals appropriate to the various stages of construction as deemed necessary by H&D to review progress of Contractor's executed work.
- Recommend to Owner, when necessary, to reject defective work.
- Accept and issue clarifications and interpretations of the work.
- Issue field orders as required.
- Recommend work change directives and change orders to the City and prepare same.
- Review, approve or take other actions with respect to shop drawings, samples and other contractor submittals but only for conformance with the design concept.
- Review all certificates of inspections, tests and approvals required by the Contract Documents.
- Review and recommend approval for Contractor's applications for payments.
- Attend SPS start-up.
- Issue substantial completion certificate.

- Prepare punch list and make final site visit to determine if work is acceptable for final payment to contractor.

The following items are excluded from the construction phase portion of this proposal:

- A full time resident project representative.
- Preparation of conformed contract documents and issuance of same. We assume City staff will issue these documents.

The following conditions apply for the scope of this project:

- *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- *Reliance on Others:* Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

Hethcoat & Davis, Inc. proposes to provide the scope of services identified and will make every effort to devote the manpower and resources necessary to insure timely completion of the design within four (4) weeks of delivery of the topographic site survey. Based on the anticipated scope of services, we fees as follows:

❖ Design Phase	\$28,450
❖ Site Topo Survey ¹	\$ 6,810
❖ Geotechnical Bore ²	\$ 3,500
❖ Bid Phase	\$ 3,500
❖ Construction Phase ³	\$29,500

¹Includes centerline topo of existing force main alignment for as-built purposes

²Includes 1 bore at center of proposed wet well extending to invert of same

³Based on a 6 month construction period

If this proposal is acceptable, please prepare a standard City agreement for our signature and approval. We will provide Certificates of Insurance upon with our signing of the agreement. A Standard Terms and Conditions of the Agreement is attached. We would respectfully request that this exhibit be included in the Contract as an attachment.

We sincerely appreciate the opportunity to work with the City of Franklin and to present this proposal for providing professional services. If you should have any questions or require additional information, please call.

Sincerely,



Keith Davis, PE
Secretary

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0330**

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

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

**HOLIDAY COURT SEWER PUMP STATION
REPLACEMENT PROJECT**

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a not-to-exceed basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (SEVENTY ONE THOUSAND SEVEN HUNDRED SIXTY AND 00/100 DOLLARS) (\$71,760.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE JORDAN BRANCH/SPENCER CREEK RESTORATION
PROJECT
COF Contract No. 2015-0096

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2016, by and between the City of Franklin, Tennessee ("City") and Civil & Environmental Consultants, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Jordan Branch / Spencer Creek Restoration Project, dated the 26 day of May 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED SIX THOUSAND NINE HUNDRED FORTY-FIVE AND NO/ 100 DOLLARS (\$106,945.00) as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering and surveying services, as described in Attachment A, for an amount not to exceed SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00); and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their letter of proposal (Attachment A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A for an amount not to exceed SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00).

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

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

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

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

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

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

with specific material clauses separately initialed, by authorized representatives of both parties.

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

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

All other provisions of the Agreement dated May 26, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Civil and Environmental
Consultants, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

Client Name: City of Franklin Tennessee **Contact:** City of Franklin Tennessee
Address: 109 Third Avenue South **Client Phone:** 615 791-3218
Franklin TN, 37064 **Client Fax:** 615 791-3293
Client Email: jeff.willoughby@franklintn.gov
Date: 12/08/2016
Request No.: 1 **CEC Project Manager:** Jeffrey Shaver
CEC Project: 140-624 **Task:** 3.5
Project Name: Spencer Cr. feasibility study
Location: Franklin, TN

Proposed Scope of Services:

Collect additional survey and produce a drawing of alternatives for discussion and presentation for the HOA property being considered as a construction access for the project. The following items are included in the estimated cost:

- Supplement the survey CEC previously performed for Jordan Branch to include a detailed survey of the HOA property being considered.
- Identify tree species and caliper within the HOA property being considered.
- Drawing showing alternatives for construction access within the HOA property being considered.
- Rendering depicting the post-construction state of the HOA Property being considered with proposed replanting/plantings used to mitigate for existing trees that are removed.
- Video showing a construction access path through the HOA property being considered which could be used for a public meeting.
- Recommendations on tree survivability/protection for trees that would be impacted by a construction access.

Reason(s) for Additional Services and Impacts to Schedule:

As a result of the public meeting the City has requested a more detailed analysis and additional exhibits for the HOA property being considered for the construction access.

It is estimate this additional work will add 3-4 weeks to the project design schedule.

CEC Principal Signature:



Estimate Additional Fee: \$6,500