



City of Franklin

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

Meeting Agenda Capital Investment Committee

Wednesday, November 12, 2014

4:00 PM

Board Room

Approval of Minutes

Approval of Minutes from September 24, 2014.

1. [14-582](#) Consideration of Amendment No. 1 to the Professional Services Agreement with EG&G (a Division of CT Consultants, Inc.)(COF Contract No. 2011-0060) for Additional Engineering Design Services on the Hillsboro Road Improvements Project, Phases 1 and 2 . (11-12-14 CIP 3-0)

Sponsors: David Parker

Attachments: [COF 2011-0060 Hillsboro Road EG&G Amendment 1 PSA](#)
[COF 2011-0060 Hillsboro Road EG&G PSA Amend 1 PSA EXHIBIT A](#)

2. [14-583](#) Consideration of Amendment No. 1 to the Professional Services Agreement with EG&G (a Division of CT Consultants, Inc.)(COF Contract No. 2012-0188) for Additional Limited Construction Engineering and Inspection Services on the Hillsboro Road Improvements Project, SR96W to Independence Square (Phase 1) (11/12/14 CIC 3-0)

Sponsors: David Parker

Attachments: [COF 2012-0188 Hillsboro Road EG&G CA Amendment 1 PSA](#)
[COF 2012-0188 Hillsboro Road EG&G CA Amend1 PSA EXHIBIT A](#)

3. [14-584](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract 2013-0034) with CDM Smith, Inc for the Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, From South of SR-96, West of Franklin to East of SR-106 (US-431) North of Franklin Williamson County] For a Not-to-Exceed amount of \$355,056. (11/12/14 CIC 3-0).

Sponsors: David Parker

Attachments: [COF 2013-0034 Mack Hatcher Amendment 1 - scope Exhibit A](#)
[COF 2013-0034 Mack Hatcher Amendment 1 - PSA.doc](#)

4. [14-585](#) Consideration of Resolution No. 2014-76, A Resolution Rejecting all Bids for the Construction of the North Petway Sanitary Sewer Improvements Project (COF Contract No. 2014-0152) (11/12/14 CIC 3-0).

Sponsors: David Parker

Attachments: [RES 2014-76 NorthPetwaySS RejectBids](#)

5. [14-586](#) Consideration of Resolution 2014-50, A resolution to Approve the Preliminary Design and Authorize Staff to Proceed with Final Design, Right-of-Way Acquisition and Construction Bidding Phase for the 100-Block Battle Avenue Drainage Improvements Project (11/12/14 CIC Referred to 11/25/14 Worksession 3-0)

Sponsors: David Parker

Attachments: [Resolution2014-50 100BlockBattleAveDesign-EXHIBITA](#)

[RES 2014-50 100 Block Battle Ave Design](#)

6. [14-587](#) Consideration of and Offsite Water Quality and Detention Agreement between the City of Franklin and Harpeth Associates LLC (COF Contract No. 2014-0298) (11/12/14 CIC 3-0))

Sponsors: David Parker

Attachments: [COF 2014-0298 Harpeth Square Development Exhibit A](#)

[COF 2014-0298 Harpeth Square Development - 10-30-2014.doc](#)

Other Business

Adjournment

ANYONE REQUESTING ACCOMODATIONS DUE TO DISABILITES SHOULD CONTACT A.D.A. COORDINATOR, AT 550-5721 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PROJECT
COF Contract No. 2011-0060**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2014, by and between the **City of Franklin, Tennessee** ("City") and **EG&G (a Division of CT Consultants, Inc.)**("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Improvements Project Gateway and Connector Streets Economic Development ("Project") – Additional Engineering Design Services (COF Contract No 2011-0060), dated the 26th day of April 2011; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED THIRTY AND NO/100 DOLLARS (\$189,530.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated September 18, 2014, in the amount of **THIRTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$33,500.00)**.

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 September 18, 2014, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A for an amount not to exceed **THIRTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$33,500.00)**.

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 April 26, 2011, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

**EG&G (A DIVISION OF CT
CONSULTANTS, INC.)**

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Staff Attorney

September 18, 2014



Mr. William Banks
City of Franklin, TN
109 Third Avenue South
P. O. Box 305
Franklin, Tennessee 37065

EXHIBIT A
Page 1 of 2
COF Contract 2011-0060
Amendment #1

***Re: Hillsboro Road Improvements Project (Phase 2) Final Design and Engineering
COF Contract No 2011-0060***

Dear William:

In follow up to the attached letter dated September 5, 2014, the requested additional fee of \$33,500 is due to the following:

- The negotiated fee/contract dates to April, 2011; hourly rates have increased since this contract was negotiated.
- Increased labor incurred due to stops and starts on the project, including project coordination with sub-consultants and other consultants.
- Additional coordination with utility companies for relocation of overhead utilities.
- Revisions to distribution plans due to new construction, connection/service changes made by property owners.
- Revisions to distribution plans to move equipment and service locations due to easement negotiations with property owners.
- Revisions to distribution plans to underground services to properties that were previously to remain overhead.
- Revisions to quantities and pay items due to above changes.
- Additional splitting of quantities for City vs. State funded areas.

We appreciate you facilitating approval for this additional fee, and please let me know if you would like me to prepare an amendment to the current agreement, or if this will be handled by the City.

Please let me know if I can be of further assistance in this matter. Thank you.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Paul J. Roszak'.

Paul J. Roszak, RLA, ASLA, LEED GA

Enclosure



September 5, 2014

EXHIBIT A
Page 2 of 2
COF Contract 2011-0060
Amendment #1

Mr. William Banks
City of Franklin, TN
109 Third Avenue South
P. O. Box 305
Franklin, Tennessee 37065

***Re: Hillsboro Road Improvements Project (Phase 2) Final Design and Engineering
COF Contract No 2011-0060***

Dear William:

Attached please find Invoice Number 13381-12 for the Hillsboro Road Improvements Project.

Please note that with this invoice we have exceeded the budgeted contract amount by \$3,025.00. At this time we are requesting that a budgetary amount of \$33,500 is authorized to cover the current \$3,025.00 gap as well as additional time that will be required by EG&G and our electrical engineering sub-consultant for this phase of the project. If this amount is not sufficient to complete this phase of services, an additional request will be made; however, we are hopeful that this amount will be sufficient to cover further additional changes to the plans, including changes pertaining to utility coordination.

We appreciate you facilitating approval for this additional fee, and please let me know if you would like me to prepare an amendment to the current agreement, or if this will be handled by the City.

Please let me know if I can be of further assistance in this matter. Thank you.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Paul J. Roszak'.

Paul J. Roszak, RLA, ASLA, LEED GA

pjr

Enclosure

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PROJECT
COF Contract No. 2012-0188**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2014, by and between the **City of Franklin, Tennessee** ("City") and **EG&G (a Division of CT Consultants, Inc.)**("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Improvements Project (Phase 1) SR96W to Independence Square ("Project") – Construction Engineering and Inspection Services (COF Contract No 2012-0188), dated the 22nd day of January 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of FIFTY-FOUR THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$54,100.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated September 18, 2014, in the amount of **THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00)**; 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 September 18, 2014, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00)**.

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 January 22, 2013, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

**EG&G (A DIVISION OF CT
CONSULTANTS, INC.)**

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Kristen L. Corn, Staff Attorney



September 18, 2014

EXHIBIT A
Page 1 of 2
COF Contract No. 2012-0188
Amendment #1

Mr. William Banks
City of Franklin, TN
109 Third Avenue South
P. O. Box 305
Franklin, Tennessee 37065

***Re: Hillsboro Road (Phase 1) Construction Administration Services
COF Contract No 2012-0188***

Dear William:

In follow up to the attached letter dated September 5, 2014, the requested additional fee of \$3,500 is due to the following:

- A budget amount of \$54,100 was negotiated with the City in January, 2014. At that time, we had cut our projected budget per the request of the City in order to attempt to keep fees to a minimum. The budgeted fee, as of August 31, 2014, has been exceeded by almost \$600. At this time we are requesting additional fee to cover the additional labor and expenses incurred by our office, as well as our electrical engineering sub-consultant, to perform the punch list and assist in project close out, as well as any additional labor that may be incurred to assist in project close out.

We appreciate you facilitating approval for this additional fee, and please let me know if you would like me to prepare an amendment to the current agreement, or if this will be handled by the City.

Please let me know if I can be of further assistance in this matter. Thank you.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Paul J. Roszak'.

Paul J. Roszak, RLA, ASLA, LEED GA

Enclosure



September 5, 2014

EXHIBIT A
Page 2 of 2
COF Contract No. 2012-0188
Amendment #1

Mr. William Banks
City of Franklin, TN
109 Third Avenue South
P. O. Box 305
Franklin, Tennessee 37065

***Re: Hillsboro Road (Phase 1) Construction Administration Services
COF Contract No 2012-0188***

Dear William:

Attached please find Invoice Number 13382-15 for the Hillsboro Road (Phase 1) Construction Administration Services.

Please note that with this invoice we have exceeded the budgeted contract amount by \$593.91. At this time we are requesting that a budgetary amount of \$3,500 is authorized to cover the current \$593.91 gap as well as additional time that may be required for this phase of the project. If this amount is not sufficient to complete the Construction Administration services, an additional request will be made; however, we believe that since construction of the project is substantially complete, little further time will be required. The budgetary amount of \$3,500 anticipates that further site visits/inspections by EG&G and PTA will not be required.

We appreciate you facilitating approval for this additional fee, and please let me know if you would like me to prepare an amendment to the current agreement, or if this will be handled by the City.

Please let me know if I can be of further assistance in this matter. Thank you.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Paul J. Roszak'.

Paul J. Roszak, RLA, ASLA, LEED GA

Pjr

Enclosure

October 1, 2014

Mr. Jerry Hughes
Tennessee Department of Transportation
Suite 1200
James K. Polk Building
Nashville, TN 37243-1402

RE: STP-HPP-397(10), 94092-3226-14
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

Dear Mr. Hughes:

We are pleased to submit this scope and estimate for work on the above referenced project. This additional work results from a request by TDOT to revise the project design from a four-lane divided roadway to a two-lane facility. The proposal was developed, after preliminary meetings and discussions were held with both the City and TDOT staff.

This proposal includes all required work to update the project plans to TDOT standards for a future construction letting for the newly proposed reduction of the original four-lane design to a two-lane roadway. The roadway design plans will be updated to display Mack Hatcher Parkway (SR 397) as a two-lane facility with the appropriate modifications to the roadway grading, drainage, intersection layout and transitioning to the existing two-lane roadway layout, striping and signage, as well as other modifications necessary for a complete layout design. The north/east bound lanes will be designed to be constructed and striped for two-way traffic as the initial constructed two lanes for this segment of Mack Hatcher Parkway from SR-96 West to Hillsboro Road (Hwy 431/SR 106). The currently designed greenway will also be included in the design set as an additive feature which was previously designed for the full roadway build-out. As Mack Hatcher Parkway approaches each intersecting roadway, a transition will be developed to construct the full roadway template, including turn lanes at the signals and all modifications on the cross streets for transition to the new roadway. This will include all associated coordination and modifications to the layout at Hillsboro Road (Hwy 431/SR 106) based on the upcoming road improvements along the roadway that is being completed by the City under a separate contract. The structural design plans will be updated to construct only the future eastbound bridge over the Harpeth River, as well as the necessary haul road and temporary river crossing for constructability. The bridge will be striped to carry two-way traffic (one lane in each direction), and a transition will be developed at the east end of the bridge to tie to a full template layout at Hillsboro Road (Hwy 431/SR 106).

The proposal also includes the work to develop two (2) preliminary alternate designs for each of three (3) intersections: the intersections of SR-397 with SR-96, Del Rio Pike and SR-106. The first alternate design will depict the minimum-width template at each intersection and the second alternate design will depict a full roadway template at each intersection. An estimate of construction quantities will be developed to determine the additional quantities required for the full roadway template as compared to the minimum roadway template and this estimate of quantities shall be submitted to TDOT for their use in generating a cost estimate. The scope of work and estimate are further explained in the attachments.

The total work order request is for **\$355,055.54**. In summary, the requested estimate is distributed as follows:

Tasks	Fees
Survey Update	\$ 18,597.07
Roadway Design Construction Plans	\$ 170,448.77
Structural Design Construction Plans	\$ 158,977.90
Structural Lighting Revisions	\$ 7,031.80
Total	\$ 355,055.54

This estimate includes our contracted overhead rate of 176.14% for Federally Funded projects with a fee of 12.5% calculated on a multiplier of 2.35. If you have any questions or comments please let us know.

Sincerely,



Zack Daniel, PE
Principal Engineer/Client Service Leader
CDM Smith Inc.

cc: Paul Holzen, P.E. – City of Franklin
Jonathan Marston, P.E. – City of Franklin
Patrick Murray, P.E. – CDM Smith
Jeff Mize, P.E. – CDM Smith

Attachments: Exhibit A – Project Scope
 Exhibit B – Roadway Design Estimate
 Exhibit C – Survey Estimate
 Exhibit D – Structural Engineering Scope and Estimate
 Exhibit E – Structural Lighting Design Estimate

**Exhibit A
Project Scope**

**Exhibit A
COF 2013-0034
PG 3 of 23**

STP-HPP-397(10), 94092-3226-14
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

October 1, 2014

CDM Smith is pleased to submit this scope of services for additional work on the above referenced project. This additional work results from a request by TDOT to revise the project design from a four-lane divided roadway to a two-lane facility as shown on the attached typical section.

This proposal includes all required work to update the project plans to TDOT standards for a future construction letting for the newly proposed reduction of the original four-lane design to a two-lane roadway including:

- The roadway design plans will be updated to display Mack Hatcher Parkway (SR 397) as a two-lane facility with the appropriate modifications to the roadway grading, drainage, intersection layout and transitioning to the existing two-lane roadway layout, painting, stripping and signage, as well as other modifications necessary for a complete layout design.
- The north/east bound lanes will be designed to be constructed and striped for two-way traffic as the initial constructed two lanes for this segment of Mack Hatcher Parkway from Hillsboro Road (Hwy 431/SR 106) to SR-96 West.
- The currently designed greenway will be included in the design set as an additive feature which was previously designed for the full roadway build-out.
- As Mack Hatcher Parkway approaches each intersecting roadway, a transition will be developed to construct the full roadway template, including turn lanes at the signals and all modifications on the cross streets for transition to the new roadway. This will include all associated coordination and modifications to the layout at Hillsboro Road (Hwy 431/SR 106) based on the upcoming road improvements along the roadway that is being completed by the City under a separate contract.
- The structural design plans will be updated to construct only the future eastbound bridge over the Harpeth River, as well as the necessary haul road and temporary river crossing for constructability. The bridge will be striped to carry two-way traffic (one lane in each direction), and a transition will be developed at the east end of the bridge to tie to a full template layout at Hillsboro Road (Hwy 431/SR 106). The sidewalk, across the bridge, will be omitted from this plan set and the decorative parapet will be modified to provide storm drainage. **See Exhibit D for the Structural Engineering Scope of Services.**
- The topographic survey work included within the scope is for the update to the utility and corridor surveys along the major cross streets along the proposed layout that may have changed over the course of the multi-year design process. Since the actual roadway layout will not be adjusted or the ROW adjusted for the design changes, no additional survey is included along the ROW corridor for the Mack Hatcher Parkway design.
- Two (2) alternate preliminary designs for each of three (3) intersections will be developed: at the intersections of SR-397 with SR-96, Del Rio Pike and SR-106. The first alternate design will depict the minimum-width template at each intersection and the second alternate design will depict a full roadway template at each intersection. An estimate of construction quantities will be developed to determine the additional quantities required for the full roadway template as compared to the minimum roadway template and this estimate of quantities shall be submitted to TDOT for their use in generating a cost estimate.
- All bridge lighting plan sheets will be revised to reflect single eastbound bridge only. All fixtures will be re-labeled and all fixture schedules will be revised. All quantity and service detail sheets will be updated and revised.

Exhibit A
Project Scope

Exhibit A
COF 2013-0034
PG 4 of 23

STP-HPP-397(10), 94092-3226-14
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

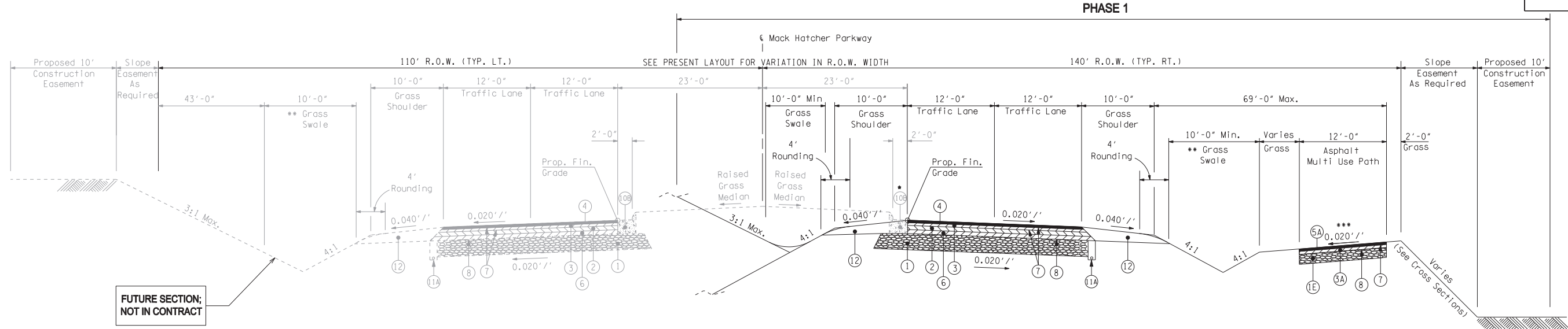
This proposal does not include work for the following:

- Updates or revisions to the geotechnical plan sheets.
- Updates or revisions to the landscape plan sheets or inclusion of those sheets in the revised plan set.
- Updates or revisions regarding right-of-way (ROW) since no additional ROW is anticipated for the modifications.
- A hydraulic analysis of the revised bridge design to account for only one bridge being built as part of this project.

CDM Smith appreciates the opportunity to continue to support the design and future construction of the Mack Hatcher extension and provide these design services to TDOT and the City of Franklin. If you have any questions about this proposal, please do not hesitate to contact us. We are ready to initiate this work upon your notice to proceed.

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2009	STP/HPP-397(10)	2-A
CONST.	2014	STP/HPP-397(10)	2-D

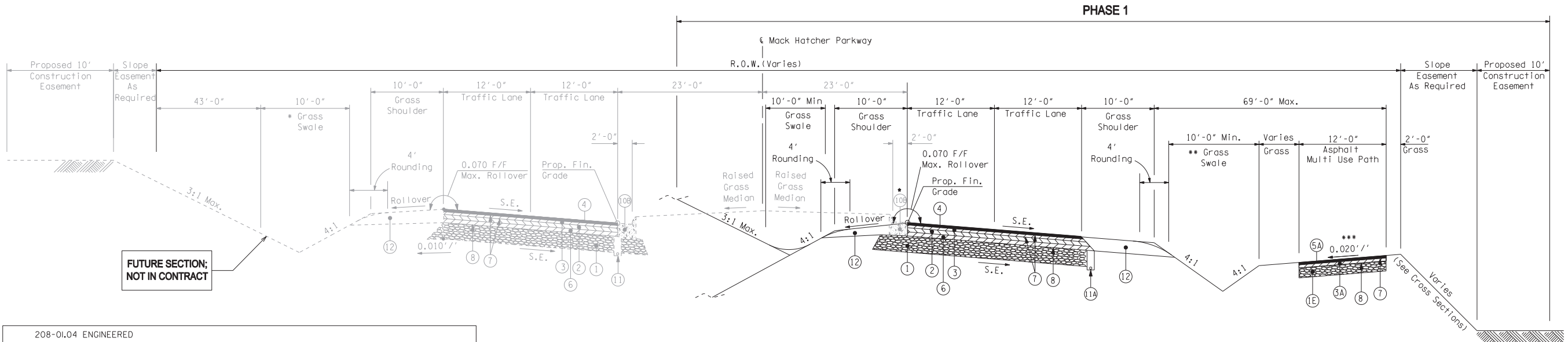
94092-1224-14



PAVEMENT DESIGN ALTERNATE 'A'
TYPICAL TANGENT SECTION
S.R. 397 (MACK HATCHER PARKWAY)
STD. DWG. RD01-TS-6, RD01-TS-3A, & RD-TS-8
(N.T.S.)

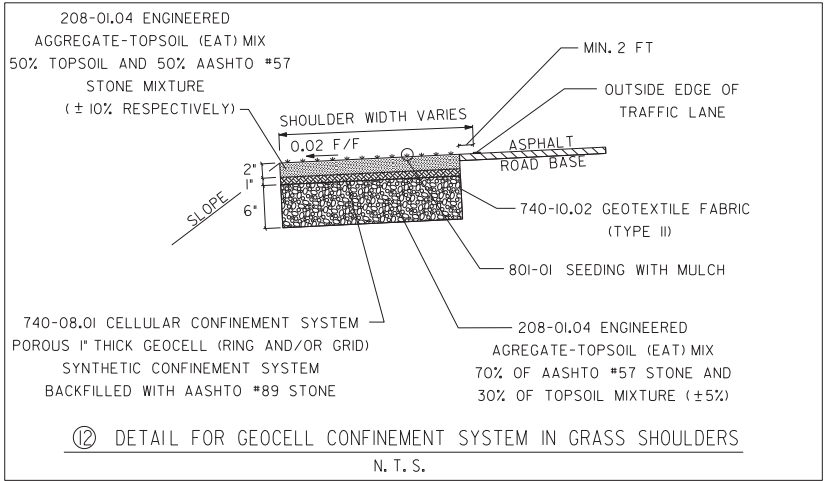
* NOTE: PHASE 1 CURB AND GUTTER AS NEEDED AT INTERSECTIONS AND BRIDGES

- ** CONSTRUCT GRASS SWALE LEFT AND RIGHT IN CUT SECTIONS AND/OR BETWEEN ROADWAY AND MULTI-USE PATH AS SHOWN IN PLANS.
- *** GREENWAY CROSS SLOPE IS REVERSED (0.02. ' ' TO THE OUTSIDE) THROUGH THE FOLLOWING STATION RANGES (SEE CROSS SECTIONS):
888+50 TO 894+00
901+50 TO 904+00



PAVEMENT DESIGN ALTERNATE 'A'
TYPICAL SUPERELEVATED SECTION
S.R. 397 (MACK HATCHER PARKWAY)
STD. DWG. RD01-TS-6, RD01-TS-3A, & RD-TS-8
(N.T.S.)

NOTE: SEE INSET ON SHEET 2C
FOR PAVEMENT DESIGN ALTERNATE 'B'



NOTE: SEE LANDSCAPE PLANS FOR LOCATION OF GROUNDCOVER TYPE

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

TYPICAL
SECTIONS

**EXHIBIT B
DESIGN FEE ESTIMATE**

**REGION 3
WILLIAMSON COUNTY
PIN: 101454.01
SR-397 (MACK HATCHER PKY)**

9/30/2014

**Exhibit A
COF 2013-0034
PG 6 of 23**

CONSTRUCTION PLANS (PROJECT REDESIGN)	HOURS PER PERSONNEL CLASS				
	PM	Proj Eng	Engineer	CAD Tech	CAD Drafter
Mainline Redesign with Side Road Tie-In (Two Lane Typical Section, 2.67 Mi. Length)	96	180	324	300	300
New Proposed Contours		2	4	8	16
Traffic Signal Design Modification (Three Intersections)	6	11	19	18	18
Roadway Lighting Design Modification (Three Intersections)					
Hydraulic/Environmental Coordination	3	6	11	10	10
Median Crossover Alignments (Four Alignments, 0.61 Mi. Total Length)		4	40	40	40
Alternate Intersection Designs Quantity Estimate	3	6	11	10	10
Minimum Intersection Alternate Design	6	12	22	20	20
HOURS PER CLASSIFICATION	114	221	431	406	414
MANDAYS	14.3	27.6	53.9	50.8	51.8
TOTAL HOURS	1586				
TOTAL DAYS	198.3				

DIRECT (LABOR)	RATE		HOURS		LABOR
Project Manager	\$ 57.50	x	114	=	\$ 6,555.00
Project Engineer	\$ 47.00	x	221	=	\$ 10,387.00
Engineer	\$ 40.00	x	431	=	\$ 17,240.00
CAD Tech	\$ 30.00	x	406	=	\$ 12,180.00
CAD Drafter	\$ 22.00	x	414	=	\$ 9,108.00
LABOR =					\$ 55,470.00

OVERHEAD (DL x 1.7614)					
	\$ 55,470.00		X	176.14%	\$ 97,704.86

FEE (DL x 2.35 x 12.5%)					
\$	55,470.00	X	2.35	X	12.5%
					\$ 16,294.31

DIRECT EXPENSES					
Local Mileage (10 Trips X 46 Miles Per Trip)	460		X	0.47	\$ 216.20
Non-Local Mileage (2 Trips X 360 Miles Per Trip)	720		X	0.47	\$ 338.40
Printing/Reproduction (Half Size Bond Plots)	1500		X	0.25	\$ 375.00
Printing/Reproduction (Photo-copies)	500		X	0.10	\$ 50.00
DIRECT EXPENSES =					\$ 979.60

PROJECT DESIGN = \$ 170,448.77

TENNESSEE DEPARTMENT OF TRANSPORTATION
MANDAY ESTIMATE AND FEE PROPOSAL

For Survey Only

State Route 397

Mack Hatch Parkway

Franklin, Williamson County County

Project Identification Number (PIN): 101454.01

General Comments:

For this proposal, the 0.49 mile of mainline is along SR-96. Supplemental survey is required along a section of SR-96 where city road construction projects have been completed subsequent to the original survey. A turn lane, sidewalk, greenway, and detention pond project has been built at the intersection of Front Street and SR-96 for the Westhaven Development. In addition, a complete intersection realignment has been constructed for Boyd Mill/Carlisle at SR-96. This supplemental survey will include all roadway features, side slopes, and utilities for these recently completed construction projects. Utility updates are required elsewhere within the included survey limits.

CDM Smith

Patrick Murray, PE

210 25th Avenue North, Suite 1102

615-340-6540

615-320-6560

murrayrp@cdmsmith.com

Prepared By:

Patrick Murray

Date prepared:

9/9/2014

Project No.:

94092-3226-14

Version 2.21

SURVEY SUMMARY

Exhibit A
COF 2013-0034
PG 8 of 23

Survey Summary

Route: State Route 397 9/9/2014

Description: Mack Hatch Parkway

County: Franklin, Williamson County

Consultant: CDM Smith

Prepared By: Patrick Murray

Project No.: 94092-3226-14

Mainline Project Length: 0.49 (miles)

Number of Sideroads: 5 Length: 5350 (feet)

Office Travel Time per day (hrs): 0.00

Crew Travel Time per day (hrs): 1.50

Crew Work per day (hrs): 10

Number of Existing Lanes: 3

Proposed: 4

Number of Driveways/Ramps: 6

Location:

Existing Road: 100%

New Alignment: 0%

Rural: 50%

Urban: 50%

Business: 0%

Rural Land Character: Woods: 0%

Pasture: 0%

Cultivated: 100%

Terrain: Flat: 0%

Rolling: 100%

Hilly: 0%

Mountains: 0%

Distance to Nearest Benchmark: 0.5 miles

Number of Survey Updates: 0

R.O.W. Staking:

Iron Pins: 0

Aerial Mapping Available:

1 Stake Points: 0

2 Stake Points: 0

Approximate Obscured Area: 100%

Use 100% if no mapping is available.

Proposed DTM Width: 100 (ft)

YES technical Staking:

Drainage:

Points: 0

Approx. Number of Culvert Sites: 0

Number of Bridges: Small: 0

Medium: 0

Large: 0

Approx. Number of Property Tracts: 0

Number of Railroad Crossings: 0

Indicate Utilities Present: Elect.:

Telephone:

Cable TV:

Water:

Sewer:

Gas:

Fiber Optic:

Petroleum Pipeline:

Comments on Difficulty, Conditions or Other Considerations:



Version 2.21



INPUT SIDEROADS LT & RT OF CENTERLINE	
Sideroad Name	Length (feet)
Front Street	100
Carlisle Lane	150
Boyd Mill Ave	150
Del Rio Pike	1850
SR-106	3100
Total Length	
5350	

SURVEY MANDAY ESTIMATE

Exhibit A
COF 2013-0034
PG 9 of 23

ESTIMATE FOR FIELD SURVEYS

PROJECT DESCRIPTION:

Version 2.21

Route: State Route 397

Description: Mack Hatch Parkway

County: Franklin, Williamson County Prepared By: Patrick Murray

Consultant: CDM Smith

Date Prepared: 9/9/2014

Project No.: 94092-3226-14

TOTAL LENGTH(miles): 1.46

OFFICE TRAVEL TIME PER DAY(hrs): 0.00

CREW TRAVEL TIME PER DAY(hrs): 1.50

ACTIVITY

	PROJECT MANAGER	OFFICE CADD TECH.	PARTY CHIEF	INSTRUMENT MAN	RODMAN	RODMAN	FLAGGER	FLAGGER	Total
	PM	O	P	I	R	R	F	F	
1. Establish & Stake Alignments									
2. Update Survey									
3. Control Traverses	0.4	0.1	0.5	0.5	0.5	0.5			2.5
4. Set Aerial Control									
5. Bench Levels									
6. Develop Digital Terrain Model	0.8	1.4	1.4	1.4	1.4	1.4			7.8
7. R.O.W., Deed & Utility Research									
8. Property Owner Contact									
9. Locate Property & Pres. R.O.W. Lines									
10. Obtain Topo/Verify Aerial	0.5	1.5	1.4	1.4	1.4	1.4			7.6
11. Drainage Surveys (Culverts)									
12. Bridge Surveys (bridge details, stream alignment, topo, profile, flood plain sections, high water, etc.)									
13. Railroad Surveys									
14. Utilities	0.2	0.6	1.6	1.6	1.6	1.6			7.2
15. Stake R.O.W. & Easements									
16. Stake Sounding Holes									
17. Note Reduction & other Calculations	1.2								1.2
18. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.									
19. Supervision	0.9								0.9
20. Travel Time (8 HOUR MAN-DAYS)			1.1	1.1	1.1	1.1			4.4
TOTALS (8 HOUR MAN-DAYS)	4.0	3.6	6.0	6.0	6.0	6.0			31.6
21. Travel Time (10 HOUR MAN-DAYS)			0.9	0.9	0.9	0.9			3.6
TOTALS (ADJ. TO 10 HR MAN-DAYS)			4.6	4.6	4.6	4.6			26.0
TOTAL CALENDAR DAYS SAVED			1.4	1.4	1.4	1.4			

SURVEY MANDAY ESTIMATE

Exhibit A
COF 2013-0034
PG 10 of 23

PROJECT DESCRIPTION:

Version 2.21

Route: State Route 397
 Description: Mack Hatch Parkway
 County: Franklin, Williamson County
 Consultant: CDM Smith
 Project No.: 94092-3226-14

TOTAL LENGTH(miles): 1.46
 Date Prepared: 9/9/2014 Prepared By: Patrick Murray

OFFICE DIFFICULTY	FIELD DIFFICULTY	REMARKS
Align.	0.0	0.0
Update	0.0	0.0
Control	0.5	0.5
Aerial	0.0	0.0
Levels	0.0	0.0
DTM	1.0	0.5
Research	0.0	0.0
Contacts	0.0	0.0
Property	0.0	0.0
Topo	1.0	0.2
Culverts	0.0	0.0
Bridges	0.0	0.0
RR	0.0	0.0
Utilities	1.0	0.4
R.O.W.	0.0	0.0
Geotech.	0.0	0.0
	0.5	0.0
Plotting	0.0	0.0
	0.2	0.0
		45.7 10 - Hr MD/MILE not including travel
		53.1 10 - Hr MD/MILE
		55.5 8 - Hr MD/MILE not including travel
		64.5 8 - Hr MD/MILE

SURVEY DIRECT LABOR COST

PROJECT DESCRIPTION:

ROUTE: State Route 397
 DESCRIPTION: Mack Hatch Parkway
 COUNTY: Franklin, Williamson County
 CONSULTANT: CDM Smith
 TOTAL LENGTH(miles): 1.50

Prepared By: Patrick Murray
 Date Prepared: 9/9/2014

	Abbrev.	Personnel Classification	8 - Hr Man-Days	10 - Hr Man-Days	Approved Hours	Rate Per Hr	Direct Labor	Premium
1	PM	PROJECT MANAGER	4.0		8.0	\$ 41.50	\$ 1,328.00	
2	O	OFFICE CADD TECH.	3.6		8.0	\$ 30.00	\$ 864.00	
3	P	PARTY CHIEF	6.0	4.6	10.0	\$ 20.00	\$ 920.00	\$ 92.00
4	I	INSTR. MAN	6.0	4.6	10.0	\$ 17.00	\$ 782.00	\$ 78.20
5	R	RODMAN	6.0	4.6	10.0	\$ 14.00	\$ 644.00	\$ 64.40
6	R	RODMAN	6.0	4.6	10.0	\$ 14.00	\$ 644.00	\$ 64.40
7	F	FLAGGER	0.0	0.0	10.0	\$ -	\$ -	\$ -
8	F	FLAGGER	0.0	0.0	10.0	\$ -	\$ -	\$ -
		TOTALS	31.6	18.4			\$ 5,182.00	\$ 299.00

Average Direct Labor Cost Per (Combined 8 - Hour & 10 - Hour) Man-Day	\$ 199.31
Modified 8 - Hour Labor Cost Per Man-Day	\$ 169.35

Version 2.21

Version 2.21

SURVEY DIRECT EXPENSES

PROJECT DESCRIPTION:
 ROUTE: State Route 397
 DESCRIPTION: Mack Hatch Parkway
 COUNTY: Franklin, Williamson County
 CONSULTANT: CDM Smith
 TOTAL LENGTH(miles): 1.50

Prepared By: Patrick Murray
 Date Prepared: 9/9/2014
 Project No.: 94092-3226-14

				Item Subtotal	Item Total Cost
Reproduction Costs					
Item Description	Number / Unit	Unit Price			
Xerographic Bond	0	\$ 0.25		\$ -	
Blue-line Fullsize	0	\$ 0		\$ -	
Photo-Copies	0	\$ 0		\$ -	
Deeds	0	\$ 0		\$ -	
Travel					
Survey Crew Travel Calculations					
From: Knoxville, TN					
To: Franklin, TN (Williamson County)					
	Number of Trips	No. of Miles/No. of People	RATE		
Travel Day Per Diem	2.00 Man-Days	X 4.00 People X	\$ 42.00 Per Day	= \$	336.00
Non Travel Day Per Diem	3.00 Man-Days	X 4.00 People X	\$ 56.00 Per Day	= \$	672.00
Transportation	5.00 Man-Days	X 90.00 Miles X	\$ 0.47 Per Mile	= \$	211.50
Lodging	3.00 Nights	X 4.00 People X	\$ 102.00 Per Person	= \$	1,224.00
				Subtotal	= \$ 2,443.50
Office Personnel Travel Calculations					
From: Knoxville, TN					
To: Franklin, TN					
	Number of Trips	No. of Miles/No. of People	RATE		
Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	\$ 29.25 Per Day	\$	-
Non Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	\$ 39.00 Per Day	\$	-
Transportation	0.00 Round Trips	X 0.00 Miles X	\$ 0.47 Per Mile	\$	-
Lodging	0.00 Nights	X 0.00 People X	\$ 65.00 Per Person	\$	-
				Subtotal	\$ -
Other Expenses					
Item Description	Number / Unit	Unit Price			
PK Nails, Paint, Flagging	1	\$ 25.00		\$ 25.00	
	0	\$ -		\$ -	
	0	\$ -		\$ -	
	0	\$ -		\$ -	
	0	\$ -		\$ -	
	0	\$ -		\$ -	
	0	\$ -		\$ -	
				Subtotal	\$ 25.00
TOTAL DIRECT EXPENSES					\$ 2,468.50

FEE PROPOSAL

Exhibit A
COF 2013-0034
PG 13 of 23

FEE PROPOSAL									
ROUTE:	State Route 397			Project No.:	94092-3226-14				
DESCRIPTION:	Mack Hatch Parkway			PIN No.:	101454.01				
COUNTY:	Franklin, Williamson County								
CONSULTANT:	CDM Smith								
Prepared By:	Patrick Murray								
Date Prepared:	9/9/2014								
					Version 2.21				
Data For Fee Calculations									
Overhead Rate =				1.7614	**				
** (State Project Maximum overhead rate = 1.45)									
** (Federal Project Maximum overhead rate per External Audit Report)									
Design Direct Labor Labor =				\$	-				
Survey Direct Labor =				\$	5,182.00				
Total Direct Labor =				\$	5,182.00				
Cost for net fee basis =				\$	14,309.57 *				
Net Fee = (Rounded to Nearest Tenth)					12.5% *				
* Net fee is based on cost of contract not including direct cost and net fee as follows:									
Survey & Design / Design Only Rates									
\$ 0 - \$ 100,000 =				13.0%	\$ 0 - \$ 50,000 =				13.0%
\$ 100,000 - \$ 500,000 =				12.5%	\$ 50,000 - \$ 200,000 =				12.5%
> \$ 500,000 =				12.0%	> \$ 200,000 =				12.0%
X Remove X to display instructions.									
SURVEYS									
						COST FOR	COST FOR	SAVINGS FOR	
						10 - Hr Days	8-HR DAY	10 - Hr Days	
1	Direct Labor			=	\$	5,182.00	\$ 5,312.00	\$ 130.00	
2	Overhead	(Overhead Rate =	1.7614)	=	\$	9,127.57	\$ 9,356.56	\$ 228.99	
	(Overhead rate X direct labor)								
3	Subtotal	1 + 2		=	\$	14,309.57	\$ 14,668.56	\$ 358.99	
4	Net Fee =	12.5%	(Rounded to nearest \$10.)	=	\$	1,520.00	\$ 1,560.40	\$ 40.40	
	(Direct labor X 2.35 X 0.NF)								
5	Subtotal	3 + 4		=	\$	15,829.57	\$ 16,228.96	\$ 399.39	
6	Direct Expense			=	\$	2,468.50	\$ 3,774.80	\$ 1,306.30	
7	Premium Labor			=	\$	299.00	\$ -	\$ (299.00)	
8	Total Survey			=	\$	18,597.07	\$ 20,003.76	\$ 1,406.69	
	(Total 5 + 6 + 7)								

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						Version 2.21	
Construction Design							
1	Direct Labor				=	\$	-
2	Overhead	(Overhead Rate = 1.7614)			=	\$	-
	(Overhead rate X direct labor)						
3	Subtotal 1 + 2				=	\$	-
4	Net Fee =	12.5%	(Rounded to nearest \$10.)		=	\$	-
	(Direct labor X 2.35 X 0.NF)						
5	Subtotal 3 + 4				=	\$	-
6	Direct Expense				=	\$	-
7	Premium Labor				=	\$	-
8	Total Construction Plans				=	\$	-
	(Total 5 + 6 + 7)						
Total Project							
1	Direct Labor				=	\$	5,182.00
	(Sum of Survey, Prel., R.O.W., & Const. Direct Labor)						
2	Overhead	(Overhead Rate = 1.7614)			=	\$	9,127.57
	(Overhead rate X direct labor)						
3	Subtotal 1 + 2				=	\$	14,309.57
4	Net Fee =	12.5%	(Rounded to nearest \$10.)		=	\$	1,520.00
	(Sum of Survey, Prel., R.O.W., & Const. Net Fee)						
5	Subtotal 3 + 4				=	\$	15,829.57
6	Direct Expense	(Itemize and attach)			=	\$	2,468.50
	(Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)						
7	Premium Labor				=	\$	299.00
	(Sum of Survey, Prel., R.O.W., & Const. Premium Labor)						
8	Total Project				=	\$	18,597.07
	(Total 5 + 6 + 7)						
						Total Contract	\$ 18,597.07
						DESIGN COST PER MILE	#DIV/0!
						SURVEY COST PER MILE	\$ 37,953.20
						TOTAL COST PER MILE	#DIV/0!

FEE PROPOSAL SUMMARY

State Route 397
Mack Hatch Parkway
Franklin, Williamson County
CDM Smith
Patrick Murray
9/9/2014

Date Prepared:

Version 2.21

Survey Fee Proposal Summary							
Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
\$ 5,182.00	\$ 9,127.57	\$ 14,309.57	\$ 1,520.00	\$ 15,829.57	\$	\$ 2,468.50	\$ 299.00
SURVEY							\$ 18,597.07

Design Fee Proposal Summary

Design Fee Proposal Summary								
	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
PRELIMINARY PLANS	-	\$	\$	-	\$	-	\$	\$
RIGHT-OF-WAY PLANS	-	\$	\$	-	\$	-	\$	\$
Subtotal Preliminary & Right-of-Way Plans	\$	\$	\$	\$	\$	\$	\$	\$
CONSTRUCTION PLANS	-	\$	\$	-	\$	-	\$	\$
Subtotal Preliminary, R.O.W., & Construction Plans	\$	\$	\$	\$	\$	\$	\$	\$
Total Survey & Design	\$ 5,182.00	\$ 9,127.57	\$ 14,309.57	\$ 1,520.00	\$ 15,829.57	\$ 2,468.50	\$ 299.00	\$ 18,597.07

x	Survey
	Survey thru Prel. Plans
	Survey thru R.O.W. Plans
	Survey thru Const. Plans
	Prel. Plans
	Prel. & R.O.W. Plans
	Prel. Thru Const. Plans

INITIAL CONTRACT CEILING

INITIAL CONTRACT CEILING							
Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Ceiling
\$ 5,182.00	\$ 9,127.57	\$ 14,309.57	\$ 1,520.00	\$ 15,829.57	\$ 2,468.50	\$ 299.00	\$ 18,597.07

Contract will initially be authorized for:
Survey

X (Remove X to display instructions.)

CDM Smith
S.R. 397 (MACK HATCHER PARKWAY)
WILLIAMSON COUNTY

STRUCTURAL ENGINEERING SCOPE OF SERVICES

PROJECT DESCRIPTION

This scope of services consists of engineering and drawing revisions related to finalization of the construction documents for the East Bound Structure over the Harpeth River for the S.R. 397 (Mack Hatcher Parkway) Project.

PROJECT SPECIFICS

The project includes the following:

- Deleting all elements on the proposed drawings of the West Bound Bridge over the Harpeth River
- Deletion of the raised sidewalk on the East Bound Bridge
- Deletion of the curb mounted rail on the East Bound Bridge

SCOPE OF WORK

The proposed construction documents were developed for this project and finalized earlier this year. Since that time it was decided that the East Bound Bridge over the Harpeth River would be let to construction this year and the West Bound Bridge over the Harpeth River would be constructed at some point in the future. This requires the typical section for the East Bound Structure to be reconfigured to allow two-way traffic. The reconfigured typical section shall accommodate 2 - 11'0" travel lanes, 1 - 10'-0" combined shoulder and bicycle lane and a 4'-9" pedestrian way. See the attached sketch depicting the reconfigured typical section. At some point in the future, the East Bound Bridge shall be reconfigured to reflect its ultimate condition conveying 2 lanes of traffic in a single direction when the West Bound Bridge is constructed. The proposed work activities to accomplish this effort include:

- Deleting all elements of the West Bound Bridge on the proposed Bridge Layout drawings
- Relabeling all one-way traffic lanes and shoulders for the reconfigured typical section on the Bridge Layout drawings
- Abutment fill and grading for West Bound Bridge shall remain on the drawings
- Rip rap for the West Bound Bridge shall remain on the drawings
- Deleting all West Bound Bridge superstructure drawings
- Deleting all West Bound Bridge abutment drawings
- Deleting all West Bound Bridge bent drawings
- Rearranging all East Bound Bridge typical sections to reflect the Phase I condition in the attached sketch
- The 3" diameter conduit for future use shall be placed on the East Bound Bridge
- A Bridge Mounted Interconnected Portable Barrier Rail shall be placed on the East Bound Bridge to separate vehicular and pedestrian traffic

- The girder cambers and dead load corrections for superstructure units 1 and 3 shall be checked to verify they accurately reflect the phased construction and future configuration of the East Bound Bridge
- The girder cambers and dead load corrections for superstructure unit 2 shall be checked to verify they accurately reflect the phased construction and future configuration of the East Bound Bridge
- The girder cambers and dead load corrections for superstructure unit 4 shall be checked to verify they accurately reflect the phased construction and future configuration of the East Bound Bridge
- Deleting all drawings and notes associated with the raised sidewalk
- Deleting all drawings and notes associated with the curb mounted barrier rail
- Ensure that the Type 2 Grate Inlet Deck Drains will be able to be placed in their future location with no adverse impact to the 2 lanes of one-way vehicular and bicycle traffic
- Modifying the Pedestrian Rail to incorporate slots for drainage purposes
- Revise Index of Sheets
- Revise all lump sum quantities to reflect East Bound Bridge only
- Revise quantities to reflect elimination of raised sidewalk concrete and reinforcing
- Ensure that all notes on the proposed drawings adequately reflect the appropriately referenced drawings
- Ensure that all details on the eliminated drawings are transferred and properly referenced on the drawings for the East Bound Bridge
- Re-label drawing that includes all structural steel notes to properly reference East Bound Bridge
- Revise details for expansion joint cover plate on sidewalk to reflect sliding plate on bridge deck
- Revise all Bill of Steel drawings to reflect deletion of West Bound Bridge and elimination of raised sidewalk
- Coordinate with architectural subcontractor to ensure all drawings reflect East Bound Bridge only, elimination of raised sidewalk and slotted pedestrian rail
- Revise all lighting drawings
- Revise all Special Provisions as appropriate
- Revise construction cost estimate
- One additional combined review by the City of Franklin and TDOT Structures Division

Not Included in this Scope:

- Shop drawing review
- Construction assistance

The following items have been deemed “Not Needed” by TDOT Division of Structures staff:

- The slab design for superstructure units 1 and 3 on the East Bound Bridge shall be checked to verify it has adequate capacity with the reconfigured dead loads and future dead loads
- The slab design for superstructure unit 2 on the East Bound Bridge shall be checked to verify it has adequate capacity with the reconfigured dead loads and future dead loads

- The slab design for superstructure unit 4 on the East Bound Bridge shall be checked to verify it has adequate capacity with the reconfigured dead loads and future dead loads
- The girder design for superstructure units 1 and 3 shall be checked to verify they have adequate capacity with the change in dead load configuration and future dead loads
- The girder design for superstructure unit 2 shall be checked to verify they have adequate capacity with the change in dead load configuration and future dead loads
- The girder design for superstructure unit 4 shall be checked to verify they have adequate capacity with the change in dead load configuration and future dead loads
- Revise hydraulic data information as necessary to reflect East Bound Bridge only

CDM Smith
STRUCTURES DESIGN
STANDARD COST/FEE ESTIMATION

Exhibit A
COF 2013-0034
PG 20 of 23

Tennessee Department of Transportation
Mack Hatcher Parkway
Fee Proposal for Engineering and Drawing Revision Services

<u>Project Component</u>	<u>Fee</u>	Total <u>MD's</u>
Engineering and Drawing Revisions	\$158,977.90	162.0
Total Final Fee=	<u><u>\$158,977.90</u></u>	<u><u>162</u></u>

CDM Smith
STRUCTURES DESIGN
STANDARD COST/FEE ESTIMATION

Exhibit A
COF 2013-0034
PG 21 of 23

Project: Mack Hatcher Parkway Engineering and Drawing Revisions

I. DIRECT PAYROLL COSTS

2014 rates

PHASE A - FIELD INSPECTION, IMPROV'T RECOMMENDATIONS

Associate Engineer	0.0	Man Days @	523.28	=	\$0.00
Design Engineer	0.0	Man Days @	0.00	=	\$0.00
Senior Technician	0.0	Man Days @	172.48	=	\$0.00
Technical Typist	0.0	Man Days @	0.00	=	\$0.00
Subtotal	=	0.0			\$0.00

PHASE B - PRELIMINARY PLANS DEVELOPMENT, SUBMITTALS

Project Director	0.0	Man Days @	0.00	=	\$0.00
Associate Engineer	0.0	Man Days @	523.28	=	\$0.00
Senior Engineer	0.0	Man Days @	0.00	=	\$0.00
Design Engineer	0.0	Man Days @	302.72	=	\$0.00
Designer	0.0	Man Days @	0.00	=	\$0.00
Senior Technician	0.0	Man Days @	172.48	=	\$0.00
Technician	0.0	Man Days @	0.00	=	\$0.00
Technical Typist	0.0	Man Days @	0.00	=	\$0.00
Subtotal =		0.0			\$0.00

PHASE C - FINAL CONSTRUCTION PLANS

Project Director	0.0	Man Days @	0.00	=	\$0.00
Associate Engineer	39.0	Man Days @	523.28	=	\$20,407.92
Senior Engineer	0.0	Man Days @	0.00	=	\$0.00
Design Engineer	77.0	Man Days @	302.72	=	\$23,309.44
Designer	0.0	Man Days @	0.00	=	\$0.00
Senior Technician	46.0	Man Days @	172.48	=	\$7,934.08
Technician	0.0	Man Days @	0.00	=	\$0.00
Technical Typist	0.0	Man Days @	0.00	=	\$0.00
Subtotal =		162.0			\$51,651.44

PHASE D - CHECKING SHOP PLANS

Associate Engineer	0.0	Man Days @	523.28	=	\$0.00
Senior Engineer	0.0	Man Days @	0.00	=	\$0.00
Design Engineer	0.0	Man Days @	302.72	=	\$0.00
Technical Typist	0.0	Man Days @	0.00	=	\$0.00
Subtotal =		0.0			\$0.00

PHASE E - LOAD RATINGS

Associate Engineer	0.0	Man Days @	523.28	=	\$0.00
Senior Engineer	0.0	Man Days @	0.00	=	\$0.00
Design Engineer	0.0	Man Days @	302.72	=	\$0.00
Technical Typist	0.0	Man Days @	0.00	=	\$0.00
Subtotal =		0.0			\$0.00

Total Direct Payroll Costs = \$51,651.44

II. DIRECT COSTS: COMPUTER, PRINTING, TRAVEL & ETC. = \$1,175.00

III. OVERHEAD COST - 176.14% OF DIRECT PAYROLL COSTS = \$90,978.85

IV. NET FEE - 235.00% OF DIRECT PAYROLL COSTS X 12.5% = \$15,172.61

TOTAL FEE = \$158,977.90

CDM Smith
STRUCTURES DESIGN
ESTIMATED DIRECT COSTS

Exhibit A
COF 2013-0034
PG 22 of 23

Project: Mack Hatcher Parkway Engineering and Drawing Revisions

A: Travel & Subsistence

Ground travel at \$0.47 per mile	0 miles	\$0.00
Air travel at \$.50 per mile for	0 miles	\$0.00
Daily subsistence @ \$150.	0 days	\$0.00
Inspection boat rental	0 days	\$0.00

B: Computer and Plotter

CADD - \$15 per hour for	0 hours	\$0.00
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C: Prints/Reproductions, 96 sheets assumed

10 Plan sets	960 sheets at	\$0.50 per sheet	\$480.00
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D: Materials & Supplies

1 Plan set(s):	0 sheets at	\$4.50 (Mylar)	\$0.00
Estimated project supplies at			\$445.00

E: Communication, Telephone & Postage

Estimated at			\$250.00
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F: Outside Data Services

Data service, concrete girder design	0 spans BDS runs at	\$35.00	\$0.00
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G: Outside Sub-Contractor Services

Access, rigging and/or traffic control (see Proposal)			\$0.00
Equipment rental, hazardous materials (see Proposal)			\$0.00
Geotechnical Engineering (see Proposal)			\$0.00

**TOTAL OF ESTIMATED DIRECT COSTS -
(ITEM II PRECEDING SHEET)**

\$1,175.00

EXHIBIT E
STRUCTURAL LIGHTING DESIGN

REGION 3
WILLIAMSON COUNTY
STP-HPP-397(10), 94092-3226-14
SR-397 (Mack Hatcher Parkway)
From SR-96 to SR-106

8/27/2014

Exhibit A
COF 2013-0034
PG 23 of 23

STRUCTURAL PLANS	HOURS PER PERSONNEL CLASS				
	Proj. Mgr.	Struct Eng	EE	Admin	
Revise all bridge lighting plan sheets to reflect single EB bridge only. Relabel all fixtures and revise all fixture schedules. Also, update and revise all quantity, and service detail sheets.			40		
HOURS PER CLASSIFICATION			40		
MANDAYS			5		
TOTAL HOURS	40				
TOTAL DAYS	5				

DIRECT (LABOR)	RATE		HOURS		LABOR
Project Manager	\$ -	x		=	\$ -
Structural Engineer/Designer	\$ -	x		=	\$ -
EE	\$ 56.62	x	40	=	\$ 2,264.80
Admin	\$ -	x		=	\$ -
	\$ -	x		=	\$ -
LABOR =					\$ 2,264.80

OVERHEAD (DL x 1.7614)					
	\$ 2,264.80		X	176.14%	\$ 3,989.22

FEE (DL x 2.35 x 12.5%)					
\$ 2,264.80	X	2.35	X	12.5%	\$ 665.29

DIRECT EXPENSES					
Mileage			X	0.470	\$ -
Printing (Half-size Bond)	250		X	0.25	\$ 62.50
Lodging			X	142.61	\$ -
Per Diem			X	49.5	\$ -
Postage/Shipping					\$ 50.00
DIRECT EXPENSES =					\$ 112.50

FINAL DESIGN = \$ 7,031.80

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
MACK HATCHER EXTENSION PROEJCT [SR-397 MACK
HATCHER PARKWAY WEST, FROM SOUTH OF SR-96, WEST
FRANKLIN TO EAST OF SR-106 (US431) NORTH OF FRANKLIN
WILLIMASON COUNTY]
COF Contract No. 2013-0034

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2014, by and between the City of Franklin, Tennessee ("City") and CDM SMITH, INC ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Extension Project [sr-397 Mack Hatcher parkway West, From South of SR-96, West Franklin to East of Sr-106 (US431) North of Franklin Williamson County] (COF Contract No. 2013-0034), dated the 23rd Day of April 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO / 100 DOLLARS (\$277,500.00); and

WHEREAS, the City has negotiated with the Consultant additional Services as described in Exhibit A for an additional cost of THREE HUNDRED FIFTY-FIVE THOUSAND FIFTY-SIX AND NO / 100 DOLLARS (\$355,056.00).

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 additional engineering Services as described in Exhibit A which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional engineering Services required in an amount not to exceed THREE HUNDRED FIFTY-FIVE THOUSAND FIFTY-SIX AND NO / 100 DOLLARS (\$355,056.00).

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

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 April 23rd, 2013 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

CDM SMITH, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator/Recorder
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

RESOLUTION NO. 2014-76

A RESOLUTION REJECTING ALL BIDS FOR THE CONSTRUCTION OF THE NORTH PETWAY
SANITARY SEWER IMPROVEMENTS PROJECT (COF CONTRACT NO. 2014-0152)

WHEREAS, on October 23, 2013, the Board of Mayor and Aldermen (BOMA) approved a design contract with Gresham, Smith & Partners (COF Contract No. 2012-0156) for the North Petway Sanitary Sewer Improvements Project; and

WHEREAS, on August 6, 2014, bids for the construction of the North Petway Sanitary Sewer Improvements Project were publicly opened and read aloud; and

WHEREAS, only one construction bid package was submitted on the project by Heit Kamp in the amount of \$414,561.75; and

WHEREAS, the construction bid price is higher than the engineer's cost estimate.

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

The one and only bid for the North Petway Sanitary Sewer Improvements Project be rejected.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2014

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



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		<u>11</u>
				TOTAL Possibly FOR the Project		<u>1</u>
				TOTAL Against the Project		<u>1</u>

HISTORIC
FRANKLIN
TENNESSEE**Exhibit A**
Resolution 2014-50 Memo
Page 4 of 5

August 8, 2014

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

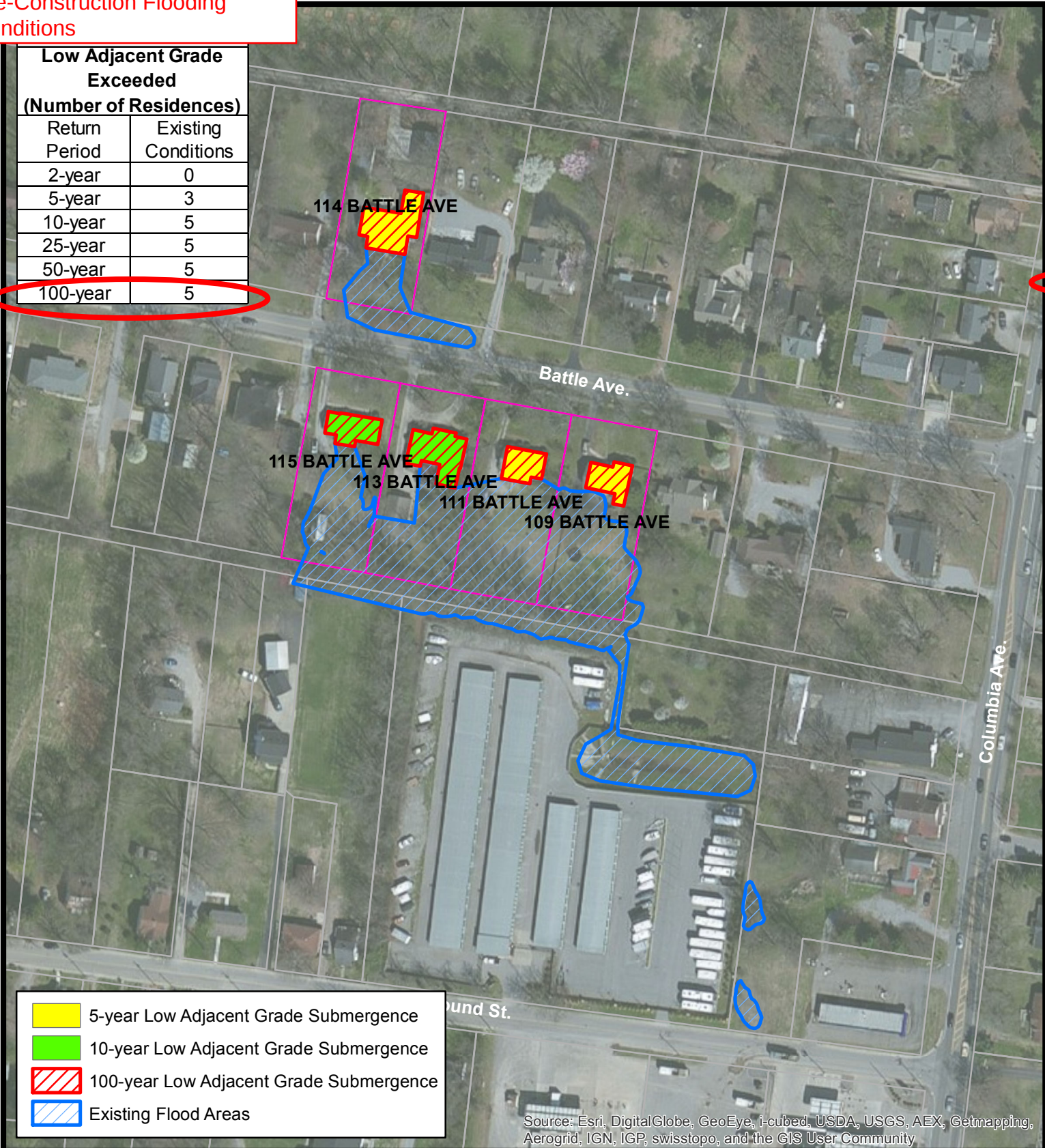


RECOMMENDED
ALTERNATIVE

EXHIBIT 

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



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

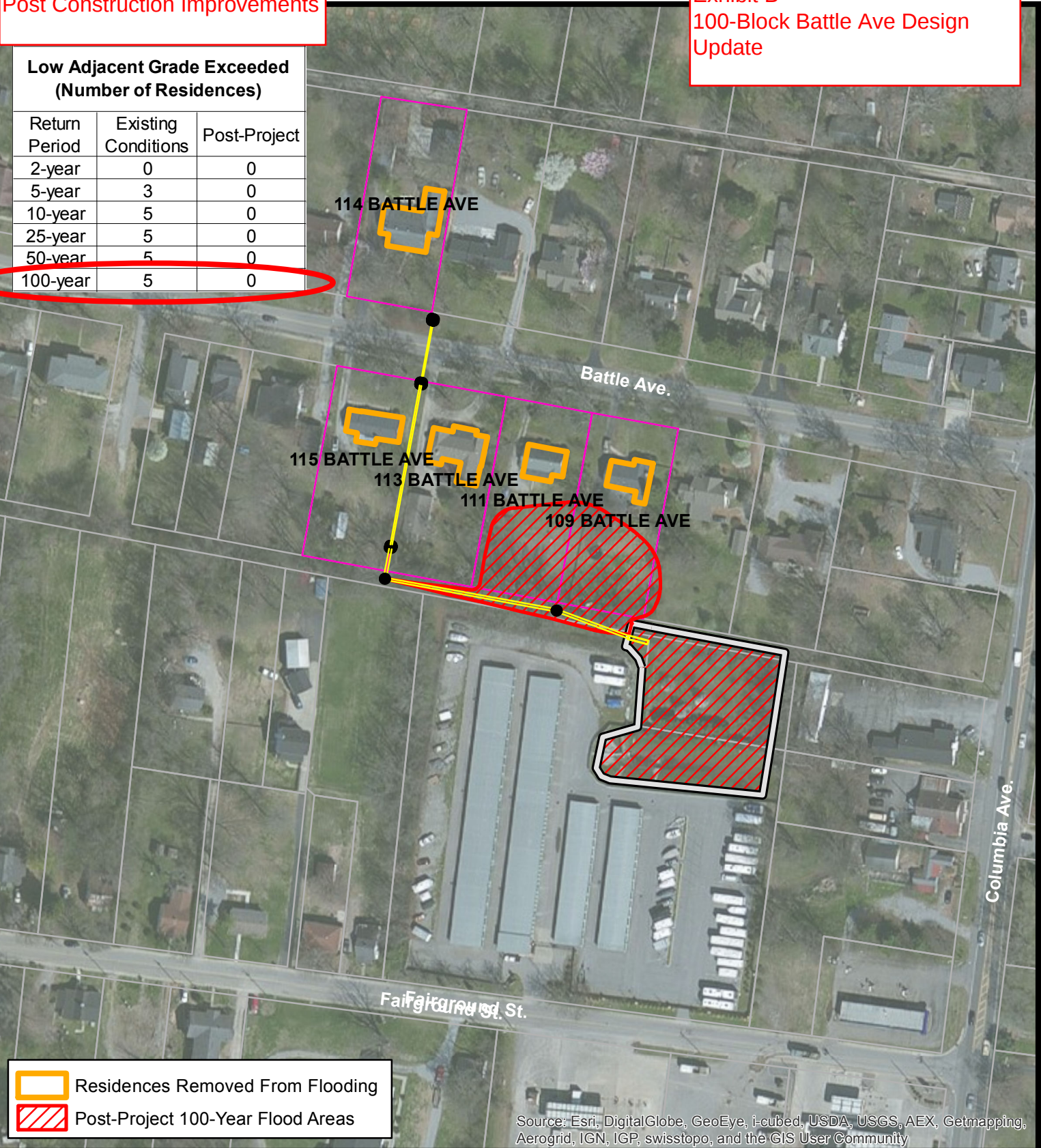


Exhibit B
100-Block Battle Ave Design
Update

Legend

- Parcels

Areas of Interest

Post-Project 100-Year Flood Areas

Proposed Detention Pond Expansion
- Proposed Manholes/Area Drains

Proposed Pipes

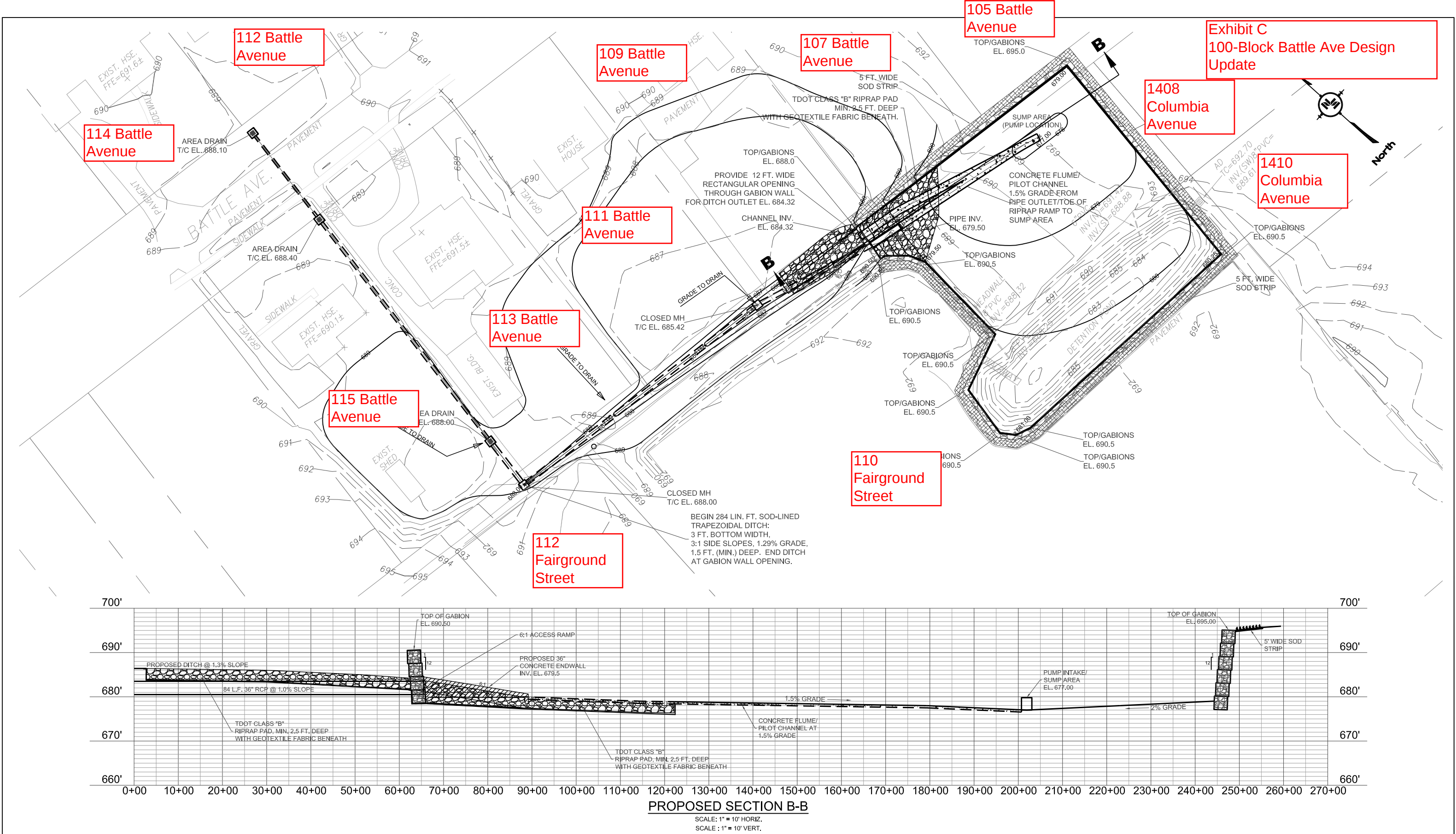
Residences Removed From Flooding

CITY OF FRANKLIN
PROPOSED BATTLE AVENUE DRAINAGE IMPROVEMENTS
100 BLOCK



RECOMMENDED ALTERNATIVE
LOW ADJACENT
GRADE EXCEEDANCE

EXHIBIT B



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
				N-S PROJECT NO.:	NS.11918.002
				FILENAME:	WORKING DESIGN_REV2
				SCALE:	1" = 30'-0"
				SURVEYED BY:	
				DSGN:	MRP
				DATE:	05/2014
				DRWN:	EDR
				DATE:	05/2014
				CHKD:	
				DATE:	
				QA/QC:	
				DATE:	

CITY OF FRANKLIN, TENNESSEE

100 BLOCK BATTLE AVENUE

DRAINAGE IMPROVEMENTS



NEEL-SCHAFFER

Solutions you can build upon

210 25th AVENUE NORTH, SUITE 800
NASHVILLE, TN 37203
PH: 615-383-8420 F: 615-383-9984

**RECOMMENDED
ALTERNATIVE
PLAN & PROFILE**

WORKING NUMBER:	DRAWING NUMBER:
	1 of 1

Exhibit D
100-Block Battle Ave Design
Update



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 ____ day of _____, 2014

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Kristen L. Corn, Staff Attorney



**OFFSITE WATER QUALITY DETENTION AGREEMENT BETWEEN
THE CITY OF FRANKLIN AND HARPETH ASSOCIATES LLC
COF CONTRACT NO 2014-0298**

This agreement ("Agreement") is entered into by and among the **City of Franklin, Tennessee** ("City") and **Harpeth Associates LLC**, a Tennessee limited liability company ("Developer") on this the _____ day of _____, 2014.

WHEREAS, on September 12, 2014 the Developer submitted the Harpeth Square PUD Subdivision Development Plan to the City of Franklin for approval; and

WHEREAS, City of Franklin Municipal Code, Title 23 requires new development and redevelopment to control post development storm water peak runoff volume to ensure water quantity does not exceed pre-development conditions; and

WHEREAS, City of Franklin Municipal Code, Title 23 requires new development and redevelopment to comply with Green Infrastructure – Runoff Reduction Requirements as outlined in section Sec. 23-106; and

WHEREAS, the Developer and the City have agreed to partner together in the construction of an offsite water quantity and quality facility to satisfy City and State requirements; and

WHEREAS, the City owns property located at 214 South Margin Street; and

WHEREAS, the City has developed a Master Plan for Bicentennial Park that includes a stormwater feature to be constructed to provide water quality and quantity relief for the Harpeth River.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Developer shall design the stormwater quantity requirements for Harpeth Square according to Title 23 of the City of Franklin Municipal Code and incorporate the required volume in the offsite water quantity and quality feature.
3. The Developer agrees to construct the water quantity and quality features as preliminarily shown in Exhibit A as part of Bicentennial Park.
4. The City agrees to give the Developer full access to the property located at 214 South Margin Street to construct the water quantity and quality features.
5. By constructing the water quantity and quality feature in Bicentennial Park, the Developer shall have fulfilled his requirements for water quantity and quality for the Harpeth Square Project.

6. The Developer will be responsible for obtaining and complying with all Federal, State and Local Permits associated with the construction of the water quantity and quality features as preliminarily shown in Exhibit A.
7. The Developer shall be responsible for coordinating design and construction with the 3rd Ave North Greenway Project and the approved Bicentennial Park Plans. The Developer shall try to match the approved grading and landscape plans to the maximum extent possible.
8. The City shall provide the developer with all reports, plans, survey and design data from the 3rd Avenue North Greenway and Bicentennial Park Projects.
9. At the completion of construction and release of all performance and maintenance sureties the City shall have full long term maintenance responsibility of the facility as preliminary shown in Exhibit A.
10. The Developer shall be required to post a surety for stormwater improvements prior to the approval of the final plat associated with the Harpeth Square PUD Subdivision.
11. The Developer shall be required to have the water quality and quality features, as preliminary shown in Exhibit A, one hundred percent (100%) complete prior to receiving a certificate of occupancy on the first building constructed as part of the Harpeth Square PUD Subdivision.
12. The Developer agrees to indemnify and hold harmless the City as well as its officials, employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Developer, their respective employees, contractors, or any person acting for or on its or their behalf in the performance of the work relating to this Agreement. The Developer further agree that they shall be liable for the reasonable cost of attorneys for the City in the event such services are necessitated to enforce the terms of this Agreement.
13. 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.
14. Notices. Any notice provided pursuant to the Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth in the Agreement or such other address as either party may in the future specify in writing to the other.
15. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
16. Precedence. In the event of conflict between this Agreement or any other contract, agreement or other document to which the Agreement may accompany, the provisions of this

Agreement will to the extent of such conflict take precedence unless such document expressly states that it is amending this Agreement.

17. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The Choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2014.

WITNESS our hands on the dates as indicated.

[SIGNATURE PAGES FOLLOW]

DRAFT

The Developer:

Harpeth Associates LLC, a Tennessee limited liability company

By: _____

Print Name: _____

Title: _____

Notice Address:

XXXXXXXXXX

XXXXXXXXXX

Attention: Mr. _____

Email: _____

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of Harpeth Associates LLC, the within named bargainor, a limited liability company, and that as such _____ he/she executed the within instrument on behalf of the limited liability company for the purposes therein contained.

Witness my hand, at Office, this _____ day of _____, 2014.

Notary Public

My commission expires: _____

CITY

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:

Shauna R. Billingsley, City Attorney