



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, October 27, 2016

3:00 PM

Board Room

Call To Order

Approval of Minutes

1. [16-0952](#) Approval of Minutes from August 25, 2016.
2. [16-0902](#) Consideration of a Professional Services Agreement (COF Contract No. 2016-0316) with Hazen and Sawyer for the 54-inch Harpeth River Interceptor Sewer Assessment Project in the Not-to-Exceed Amount of \$24,750.00 (Deferred from 10-27-16 Capital Investment Committee; 11/08/16 WS)

Sponsors: Paul Holzen, Mark Hilty and Patricia McNeese
Attachments: [COF 2016-0316 54-in Harpeth River Interceptor PSA with attachment Law Apr](#)
3. [16-0903](#) Consideration of Amendment No. 2 to the Professional Services Agreement (COF Contract No. 2013-0182) with Neel-Schaffer, Inc. for the Figuers Drive Area Drainage Improvements Project at a Cost Increase of \$29,500.00 (Deferred from 10-27-16 Capital Investment Committee; 11/08/16 WS)

Sponsors: Paul Holzen and William Banks
Attachments: [COF 2013-0182 Figuers Drive Drainage PSA-AMEND 2 with scope.Law Apr](#)
4. [16-0906](#) Consideration of Amendment No. 2 to the Professional Services Agreement (COF Contract No. 2014-0177) with Hethcoat & Davis Inc. for the Goose Creek Sanitary Sewer Extension Project, From West of I-65 to the East Side of I-65, in the Not-to-Exceed Amount of \$26,605.00 (Deferred from 10-27-16 Capital Investment Committee; 11/08/16 WS)

Sponsors: Paul Holzen, Mark Hilty and Patricia McNeese
Attachments: [COF 2014-0177 Amendment 2 Goose Creek Area Sewer H and D with Exhibit.](#)

5. [16-0907](#) *Consideration of Resolution 2016-71 Awarding the Construction Contract (COF Contract No. 2014-0181) for the Curd Branch and Watson Branch Interceptor Sewer Improvements Project to Cleary Construction in the Amount of \$1,481,995.00 (Deferred from 10-27-16 Capital Investment Committee)
- Sponsors:** Paul Holzen, Mark Hilty and Patricia McNeese
- Attachments:** [Bid Tab_Curd & Watson Branch Sewer](#)
[PMF_161017_Ltr_Franklin_Watson Branch_Bid Award_REVISED](#)
[Resolution 2016-71 to award bid Curd Branch and Watson Branch Interceptor S](#)
6. [16-0908](#) *Consideration of Resolution 2016-72, Awarding the Construction Contract (COF Contract No. 2015-0070) for the Goose Creek Sanitary Sewer Extension Project, From West of I-65 to the East Side of I-65, to Dynamic Construction, LLC in the Amount of \$1,717,620.40. (Deferred from 10-27-16 Capital Investment Committee)
- Sponsors:** Paul Holzen, Mark Hilty and Patricia McNeese
- Attachments:** [AWARD REC LTR 092616](#)
[Resolution 2016-72 to award bid Goose Creek Sewer Project.Law Approved](#)
7. [16-0912](#) *Consideration of Amendment No. 3 to the Tennessee Department of Transportation (TDOT) Agreement No. 110291 (COF Contract No. 2011-0129) for the Franklin ITS Extension (TDOT PIN 116144.00) and Adaptive Signal Control Technology (TDOT PIN 116144.01) Projects for a Time Extension and Correction of Typographical Errors (Deferred from 10-27-16 Capital Investment Committee)
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF 2011-0129 Amendment 3 ITS Extention Project TDOT. Law Approved](#)
8. [16-0913](#) Consideration of Professional Services Agreement (COF Contract No. 2016-0295) with Civil Infrastructure Associates for On-Call Survey Services. (Deferred from 10-27-16 Capital Investment Committee; 11/08/16 WS)
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF 2016-0295 - CIA Oncall survey PSA_with Scope.Law Approved 2](#)
9. [16-0914](#) Consideration of Professional Services Agreement (COF 2016-0319) with Civil & Environmental Consultants, Inc. for On-Call Survey Services. (Deferred from 10-27-16 Capital Investment Committee; 11/08/16 WS)
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF 2016-0319 - CEC Oncall survey PSA_with Scope.Law Approved.pdf](#)

10. [16-0915](#) Consideration of a Professional Services Agreement (COF Contract No. 2016-0320) with Civil Infrastructure Associates for the Watson Branch Culvert Rehabilitation Project in an Amount Not to Exceed \$30,640.00 (Deferred from 10-27-16 Capital Investment Committee; 11/08/16 WS)
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF 2016-0320 CIA Watson Branch Culvert Rehabilitation-PSA_with attachme](#)
11. [16-0951](#) *Consideration of a Professional Services Agreement (COF Contract No. 2016-0325) with Alfred Benesch and Company for the SR-96W Multi-Use Trail Project (Vera Valley Dr. to 5th Ave North) for an Amount Not to Exceed \$121,311.00 (Deferred from 10-27-16 Capital Investment Committee)
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF 2016-0325 SR96W TDOT Trail - PSA with Scope.Law Approved.pdf](#)
12. [16-0909](#) Transportation Projects Status Report
- Sponsors:** Engineering
13. [16-0910](#) Water and Sewer Projects Status Report
- Sponsors:** Engineering
14. [16-0911](#) 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.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0316**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **HAZEN AND SAWYER** 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:

54" HARPETH RIVER INTERCEPTOR SEWER ASSESSMENT

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 TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$24,756.00).

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.

CONSULTANT

CITY OF FRANKLIN

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

September 16, 2016

Mr. Mark Hilty, P.E.
City of Franklin
Water Management Director
124 Lumber Dr
Franklin, TN 37064

Re: 54" Harpeth River Interceptor Sewer Assessment

Dear Mr. Hilty:

We are pleased to submit this proposal to assess and subsequently design improvements to the existing 54" interceptor sewer. The interceptor sewer runs predominately parallel to the Harpeth River. Originally installed in 2001 as an improvement over an existing 42" ductile iron sewer, the 54" reinforced polymer mortar pipe manufactured by HOBAS serves the southern area of Franklin. Until recent years the new 54" sewer has operated as anticipated by the City. However, during the past 3 years the City has discovered several major deficiencies and structural failures within this section of the sewer system.

Under this Task Order 3, Hazen will evaluate 24 previously recorded CCTV videos by First Response and prepare a technical memo with a table summarizing the repairs. These videos have been provided to Hazen by the City along with a transcript noting issues with the sewer. Hazen will review each video and determine a solution and budgetary cost to each issue discovered. The solutions will be divided into two categories.

- Category 1, Repairs that can be performed by City maintenance forces or offered to one of the City's on-call Contractors for construction.
- Category 2, Repairs that are more complicated and will require an engineered design, state, and federal permitting to complete. These series of repairs shall be designed under an amendment to this contract and be packaged into one bid project as a design sealed by an engineer.

Current City documented deficiencies are as follows:

1. 54" HOBAS – SMH-10332 – SMH-11110 – INFILTRATION IN JOINT AT 13.3' – 11/18/15
2. 54" HOBAS – SMH-11110 – SMH-10324 – TOP OF PIPE IS CRACKED WITH INFILTRATION DUE TO DEFLECTION AT 236.4' – SMH-11110 IS 25.5' DEEP - 11/18/15
3. 54" HOBAS – SMH-10686 – SMH-18055 – DEFLECTION STARTING AT 128' TO ABOUT 145' – PIPE IS CRACKED AT TOP WITH NO INFILTRATION ON VIDEO – POSSIBLE DEFLECTION AT 234' - 11/19/15
4. 54" HOBAS – SMH-18055 - SMH-18054 – SMH-18054 HAS SMALL INFILTRATION AT OUT PIPE – POSSIBLE BROKEN BAND OR PIPE NOT IN MANHOLE ALL THE WAY - 11/19/15
5. 54" HOBAS – SMH-18054 - SMH-11510 – MAJOR INFILTRATION AT OUT PIPE – (THE ONE WE KNOW ABOUT AT WRF) – 11/19/15
6. 54" HOBAS – SMH-11510 - SMH-17051 – SMH-17051 HAS INFILTRATION AT IN AND OUT PIPE – OUT PIPE MAY HAVE A BROKEN BAND AT BOOT – 11/19/15

7. 54" HOBAS – SMH-17051 - SMH-11509 – SMH-11509 HAS SMALL INFILTRATION AT IN PIPE – POSSIBLE BROKEN BAND - 11/19/15
8. 54" HOBAS – SMH-11509 – 11508 – SMH-11508 HAS MEDIUM INFILTRATION BETWEEN BASE SECTION AND FIRST RISER – 11/19/15
9. 54" HOBAS – SMH-11508 – SMH-11507 – SMH-11507 HAS VERY SMALL INFILTRATION AT IN PIPE – POSSIBLE BROKEN BAND -11/19/15
10. 54" HOBAS – SMH-11507 – SMH-10346 – SMH-10346 HAS LARGE INFILTRATION AT IN PIPE – POSSIBLE BROKEN BAND -12/8/15
11. 54" HOBAS – SMH-16726 – SMH-16727 – SMH-16727 HAS VERY SMALL INFILTRATION AT THE OUT PIPE – 11/17/15
12. 54" HOBAS – SMH-10693 – SMH-10694 – POSSIBLE DEFLECTION – START VIEWING AT 70' – 11/17/15
13. 54" HOBAS – SMH-10694 – SMH-10748 – SMH-10748 HAS MEDIUM INFILTRATION BETWEEN BASE SECTION AND FIRST RISER – BLOCKAGE IN DROP – 12/4/15
14. 54" HOBAS – SMH-10312 – SMH-17083 – ROOTS OR SOMETHING IN LINE AT 22.2' – 12/3/15
15. 36" HOBAS – SMH-12296 – SMH-12297 – LINE HAS A BAD SWAG. CAMERA UNDER WATER ALL THE WAY 12/4/15
16. 36" HOBAS – SMH-17759 – SMH-17758 – INFILTRATION IN JOINT AT 107.3 AND SWAG IN LINE FROM 226 FEET TO 330 FEET – 11/11/15
17. 36" HOBAS – SMH-12296 – SMH-12297 – SOMETHING IN TOP OF JOINT AT 40 FEET – CAMERA GOES UNDER WATER AT 87 FEET AND STAYS UNDER WATER TO MANHOLE ON OTHER SIDE OF RIVER – 12/4/15
18. 36" HOBAS – SMH-10586 – SMH-16963 – INFILTRATION AT IN AND OUT PIPE AT MANHOLE SMH-16963 – 11/2/15
19. 36" HOBAS – SMH-16963 – SMH-12296 – SMH-12296 HAS INFILTRATION AT IN PIPE – 11/2/15
20. 36" HOBAS – SMH-17755 – SMH-17754 – INFILTRATION AT JOINT AT 119.4 FEET – 10/30/15
21. 36" HOBAS – SMH-18222 – SMH-18221 – SMH-18221 HAS MEDIUM INFILTRATION AT OUT PIPE – POSSIBLE BROKEN BAND – 11/9/15
22. 24" PVC – SMH-11955 – SMH-11954 – SWAG IN LINE FROM 50 FEET TO 213 FEET – 11/10/15
23. 24" PVC – SMH-11576 – SMH-11578 – SMH-11578 HAS INFILTRATION AT OUT PIPE – 11/5/15
24. 48" HOBAS – SMH-11022 – SMH-11310 – OBSTRUCTION IN BOTTOM OF PIPE AT 145 FEET – CAMERA COULD NOT PASS IT – LINE WAS CLEANED – 12/8/15

Hazen proposes to perform these tasks for a not-to-exceed fee of **\$24,750** based on our standard hourly rates. Hazen will begin work immediately upon notice to proceed and the evaluation will be completed within 1 month of notice to proceed.

Depending on the clarity of the existing CCTV videos, additional deflection measurements and CCTV may be required.

This letter proposal is for the CCTV video evaluation and technical memo only. Design plans, permitting, bidding, survey, easement documents, procurement, geotechnical etc. shall be added to this task order via amendment once the summary recommendations are reviewed and approved by the City.



COF 2016-0316
Attachment A
PG 3 of 4

As always we appreciate the opportunity and look forward to working with the City to complete the project. Please contact Michael Orr or me if you have questions or require additional information.

Sincerely,
Hazen and Sawyer

A handwritten signature in blue ink, appearing to read "Scott Woodard".

Scott Woodard, P.E.
Vice President
cc: Michael Orr, P.E. (Project Manager)

ATTACHMENT A
City of Franklin
54" Interceptor Sewer Assessment /Design

COF 2016-0316 Attachment A PG 4 of 4		VP/ Tech.Adv.		Associate	Sr.Pr Engineer	Sr. Modeler	Designer	Admin.	Total Hours	Fee
		FitzGerald	Woodard	Orr	O'Rourke	Dean	B. Edwards	Lawrence		
		QC/ Process Mech.	Project Director	Project Manager/ Civil	Civil	Modeling	CADD			
TASK 1 - Data Collection and Kick-off Meeting										
1.1	Internal Kick-off meeting		1	2					3	\$ 540.00
1.2	Data gathering review		1	8					9	\$ 1,560.00
	Task Total	0	2	10	0	0	0	0	12	\$ 2,100.00
TASK 2 -Evaluation & Summary										
2.1	First Response CCTV review	4		8	24				36	\$ 5,688.00
2.2	Locate sewer issues in GIS			4	8	8			20	\$ 3,072.00
2.3	Determine a repair/replacement for each issue			8	16				24	\$ 3,712.00
2.4	Prepare a Draft Memo describing each location and repair recommended	4		8	16	8			36	\$ 5,728.00
2.5	Hazen QC Review/Revisions	2		4	4				10	\$ 1,668.00
2.6	Submit Memo to City for review/comment			2					2	\$ 340.00
2.7	Revise Memo per City Comments and issue final document amendment for design phase			8	4				12	\$ 1,948.00
	Task Total	10	0	42	72	16	0	0	140	\$ 22,156.00
TASK 3 - 30 Percent Design										
3.1	TBD								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
TASK 4 - 60 Percent Design										
4.1	TBD								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
TASK 5- 90 Percent Design										
5.1	TBD								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
TASK 6 - 100 Percent Design										
6.1	TBD								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
TASK 7 - Bid Phase Services										
7.1	TBD								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
TASK 8 - Construction Phase Services										
8.1	TBD								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
	TOTAL	10	2	52	72	16	0	0	152	\$ 24,256.00

Expenses (travel, lodging, mileage, shipping, misc.) \$ 500.00

Subtotal \$ 24,756.00

Survey

Geotechnical

Historical/Archaeological

Landscape Architecture

Total Estimated Fee (without optional tasks) \$ 24,756.00

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FIGUERS DRIVE AREA DRAINAGE IMPROVEMENTS
PROJECT
COF Contract No. 2013-0182**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2016, by and between the **City of Franklin, Tennessee** ("City") and **NEEL-SCHAFFER, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Preliminary Engineering of the Figuers Drive Area Drainage Improvements ("Project"), dated the 26th day of November 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of **EIGHTY-TWO THOUSAND AND NO/100 DOLLARS (\$82,000.00)**, as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, on August 26, 2015, the Board of Mayor and Aldermen approved Amendment No. 1 to the Professional Services Agreement with the Consultant for additional design work to complete the final design for the Project's East Option 2 and West Option 1 tasks in the amount of **ONE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$125,200.00)**, and

WHEREAS, the City and Consultant realize the need for additional utility 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 for water and sanitary sewer designs, as described in Exhibit A dated August 19, 2016, in the amount of **TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$29,500.00)**; 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 its August 19, 2016, 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 **TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$29,500.00)**.

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 November 26, 2013 and Amendment 1 dated August 25, 2015 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

NEEL-SCHAFFER, 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, Assistant City Attorney

August 19, 2016

Mr. William G. Banks
City of Franklin
Staff Engineer
City Hall
109 3rd Avenue South
Franklin, Tennessee 37064

REF: Exhibit A – Proposal for Additional Design Engineering for Water/Sewer Improvements within Figuers Drive Drainage Improvement Area

Dear Mr. Banks,

We appreciate you contacting Neel-Schaffer concerning additional design engineering for the water and sewer improvements to be incorporated within the drainage improvements on Figuers Drive. The following is our best interpretation of the scope and tasks that have been previously discussed with you. The tasks for each improvement include development of final plans and specifications and assistance with the bid process.

The design will implement the existing survey obtained from the drainage improvement project to the maximum extent possible, but limited survey will be required within the right-of-way of Alicia Drive.

Scope of Work

The proposed scope of work for each option is described in Exhibit A.1 for water line improvements and Exhibit A.2 for sewer improvements.

Fee

The proposed professional fee for each phase of the project is shown below.

Phase 1 – Figuers Drive/Alicia Drive Water Improvements

This improvement generally consists of replacing approximately 1,450 linear feet of existing 6 inch transite water line on Figuers Drive and Alicia Drive with a new water line of a material and size as selected by the City.

The proposed maximum hourly fee for the Scope of Work contained in Exhibit A.1 (Water Improvements), will be **\$15,500.00**. Services outlined herein will not exceed **\$15,500.00** without your written authorization.

Phase 2 – Figuers Drive Sewer Improvements

This improvement generally consists of intercepting the existing 8 inch gravity sewer line from the Franklin Elementary School on Figuers Drive and installing approximately 500 linear feet of new 8 inch gravity sewer line and manholes along Figuers Drive to a new manhole on the 10 inch gravity sewer line on Alicia Drive.

The proposed maximum hourly fee for the Scope of Work contained in Exhibit A.2 (Sewer Improvements), will be **\$14,000.00**. Services outlined herein will not exceed **\$14,000.00** without your written authorization.

Overall Project Fee

The proposed total not-to-exceed fee for the combined Scope of Work contained in Exhibit A.1 (Water Improvements) and A.2 (Sewer Improvements), will be **\$29,500.00**. Services outlined herein will not exceed **\$29,500.00** without your written authorization.

Project Schedule

It is anticipated the above Scope of Work will be completed within 90 days of receipt of Notice-to-Proceed.



Date: 08-19-16

Thomas M. Allen, P.E.
Senior Project Manager
Neel-Schaffer, Inc.



Exhibit A.1

Scope of Work

Figuers Drive Water Line Replacement – Development of Final Contract Plans and Specifications

Background

The proposed drainage improvements on Figuers Drive, Alicia Drive, and Perkins Drive will pose survivability concerns with the exiting transite water line.

Figuers Drive/Alicia Drive Water Improvements

This improvement generally consists of replacing approximately 1,450 linear feet of existing 6 inch transit water line on Figuers Drive and Alicia Drive with a new water line of a material and size as selected by the City.

Scope of Work

The Scope of Work for the water line improvements, including development of final plans and specifications, is listed below. Design will, to the extent possible, utilize the topographic survey previously performed for the drainage improvements project. However, topographic data was not originally collected along Alicia Drive between its intersection with Figuers Drive and Battle Avenue; therefore, limited topographic data within the right-of-way of Alicia Drive will be collected within these limits to support the design of the new water line.

Figuers Drive/Alicia Drive Water Improvements

1. Prepare technical documentation regarding pipe material, sizes, and pressure rating for water line improvements;
2. Determine construction limits and easements for proposed water line improvements;
3. Prepare draft plans and specifications and submit to City for review;
4. Obtain necessary permits;
5. Obtain topographic survey data within right-of-way of Alicia Drive between its intersection with Figuers Drive and Battle Avenue;
6. Meet with City to discuss alignment, material, and pipe size requirements;
7. Incorporate City comments and submit final plans and specifications to City (3 iterations of comments);
8. Provide an Engineer's Opinion of Probable Construction Cost at the 60%, 90% and final plan stages (Engineer's Opinion of Probable Construction Costs will be based on City unit prices – right of way costs will not be included in this Opinion of Probable Construction Costs); and
9. Assist City with the bidding process by providing responses to Contractor questions regarding water line improvements and performing other tasks as required.

Exhibit A.2

Scope of Work

Figuers Drive Sewer Improvements – Development of Final Contract Plans and Specifications

Background

The proposed drainage improvements on Figuers Drive will conflict with an existing gravity sewer line that serves Franklin Elementary School and adjacent residential areas.

Figuers Drive Sewer Improvements

This improvement generally consists of intercepting the existing 8 inch gravity sewer line running from the Franklin Elementary School on Figuers Drive and installing approximately 500 linear feet of new 8-inch gravity sewer line and manholes along Figuers Drive to a new manhole on the 10-inch gravity sewer line on Alicia Drive. The abandoned section of the existing sewer will be capped where cut and plugged in the manhole.

Scope of Work

The Scope of Work for the sewer line improvements, including development of final plans and specifications, is listed below. Design will, to the extent possible, utilize the topographic survey previously performed for the drainage improvements project.

Figuers Drive Sewer Improvements

1. Prepare technical documentation regarding pipe capacity, slope, and velocity for sewer line improvements;
2. Determine construction limits and easements for proposed sewer line improvements;
3. Prepare draft plans and specifications and submit to City for review;
4. Obtain necessary permits;
5. Meet with City to discuss alignment, material, and pipe size requirements;
6. Incorporate City comments and submit final plans and specifications to City (3 iterations of comments);
7. Provide an Engineer's Opinion of Probable Construction Cost at the 60%, 90% and final plan stages (Engineer's Opinion of Probable Construction Costs will be based on City unit prices – right of way costs will not be included in this Opinion of Probable Construction Costs); and
8. Assist City with the bidding process by providing responses to Contractor questions regarding water line improvements and performing other tasks as required.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE GOOSE CREEK SANITARY SEWER EXTENSION
PROJECT FROM WEST OF I-65 TO THE EAST SIDE OF I-65
COF Contract No. 2014-0177**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201_, by and between the **City of Franklin, Tennessee** ("City") and **HETHCOAT & DAVIS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Preliminary Engineering of the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 ("Project"), dated the 9th day of September 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$120,725.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (COF Contract No. 2014-0177), dated the 8th day of September, 2015; and

WHEREAS, said Amendment No 1 stipulated that the Consultant would be paid a not to exceed fee of \$11,810.00, as authorized by the City Engineer as detailed in the Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to permitting and construction services support to fully complete the Project's final design and construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65, as described in Exhibit A dated September 15, 2016, in the amount of **TWENTY-SIX THOUSAND SIX HUNDRED FIVE AND NO/100 DOLLARS (\$26,605.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final design as stated above for the Project as proposed by the Consultant.

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 15, 2016, 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 **TWENTY-SIX THOUSAND SIX HUNDRED FIVE AND NO/100 DOLLARS (\$26,605.00)**.

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated September 9, 2014 and Amendment 1 dated September 8th, 2015 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

HETHCOAT & DAVIS, 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, Assistant City Attorney

HEATHCOAT DAVIS

September 15, 2016

COF 2014-0177
Amendment 2
PG 1 of 2
Exhibit A

Mr. Patricia McNeese, PE
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**Re: Request for Additional Engineering Services related to
Permitting & Construction Services Support
Fire Hall Sewer Extension**

Dear Patricia:

We are requesting an additional service amendment for additional services related to the permit revisions and additional construction services for the current Fire Hall Sewer Extension project.

In our original contract proposal dated July 11, 2014, we identified construction phase services for engineering and resident project representation based on a five (5) month contract period. At the time of this proposal, only the sanitary sewer improvements were considered. Since that time, additional reclaimed water work has been added to the contract and as a result of that addition, the overall construction time period was lengthened to seven (7) months to allow the contractor adequate time to complete the project scope. As a result of this change, we request an increase in fees to accommodate this increased construction period.

Additionally, due to the lengthy time frame required for easement acquisition, the original TDOT permit that was approved in June 2015 expired in June 2016. In conjunction, the crossing of I65 was increased to accommodate the addition of the reclaimed water line. Due to the expiration of the original permit as well as the need to upgrade the permit to reflect the change in crossing size, the TDOT permit had to be re-worked and resubmitted for approval. As a result of this effort, we request a small increase in fees to cover this permit renewal.

The cost for these additional services is as follows:

- TDOT Permit Update & Renewal - \$605.00
- Additional Engineering Construction Phase Services for two months - \$7,000.00
- Additional Resident Project Representative Services for two months - \$19,000.00



COF 2014-0177
Amendment 2
PG 2 of 2
Exhibit A

Page 2

We respectfully request a contract amendment in the lump sum amount of \$26,605.00.

We sincerely appreciate the opportunity to work with you and the City of Franklin. If you should have any questions or require additional information, please call.

Hethcoat & Davis, Inc.

A handwritten signature in blue ink, appearing to read "Keith Davis".

Keith Davis, PE,
Secretary

Cc: Cory Borum, H&D

BID TABULATION SHEET FOR
CITY OF FRANKLIN
CURD BRANCH AND WATSON BRANCH
INTERCEPTOR SEWER IMPROVEMENTS
COF CONTRACT NO: 2014-0181
SSR NO. 13-41-032.0
Page 1 of 1
BID DATE: September 20, 2016
2:30 PM CDT TIME



Norris Bros Excavating, LLC 1007 Rodgers Road Crossville, TN 38572 TN LN #: 00048700 EXP. DATE: 7/31/2018	Cleary Construction, Inc. 2006 Edmonton Road Tompkinsville, KY 42167 TN LN #: 00041957 EXP. DATE: 5/31/2017	Jarrett Builders, Inc. 1106 Lebanon Pike Nashville, TN 37210 TN LN #: 00040392 EXP. DATE: 8/31/2018	Civil Constructors, LLC P.O. Box 685 Franklin, TN 37065 TN LN#: 00034765 EXP. DATE: 11/30/2017	SBW Constructors, LLC 1314 Baptist World Center Dr. Nashville, TN 37207 TN LN #: 00067157 EXP. DATE: 9/30/2017	Walker Building Group, LLC 2817 West End Avenue, #126-256 Nashville, TN 37203 TN LN #: 00057127 EXP. DATE: 3/31/2018
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Item Number	Quantity & Units		Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	LS	Mobilization (Less than 3% of Bid)	\$ 33,950.00	\$ 33,950.00	\$ 40,000.00	\$ 40,000.00	\$ 52,000.00	\$ 52,000.00	\$ 54,580.00	\$ 54,580.00	\$ 56,500.00	\$ 56,500.00	\$ 84,000.00	\$ 84,000.00
2	106	LF	24" DIP Sewer	\$ 232.80	\$ 24,676.80	\$ 270.00	\$ 28,620.00	\$ 271.00	\$ 28,726.00	\$ 548.00	\$ 58,088.00	\$ 242.00	\$ 25,652.00	\$ 300.00	\$ 31,800.00
3	2,500	LF	24" PVC Sewer	\$ 181.39	\$ 453,475.00	\$ 163.00	\$ 407,500.00	\$ 183.68	\$ 459,200.00	\$ 241.00	\$ 602,500.00	\$ 170.00	\$ 425,000.00	\$ 300.00	\$ 750,000.00
4	55	LF	24" PVC Sewer Under Roadway	\$ 116.40	\$ 6,402.00	\$ 270.00	\$ 14,850.00	\$ 244.00	\$ 13,420.00	\$ 408.00	\$ 22,440.00	\$ 325.00	\$ 17,875.00	\$ 400.00	\$ 22,000.00
5	1,080	LF	24" PVC Sewer in Existing Trench	\$ 192.06	\$ 207,424.80	\$ 116.00	\$ 125,280.00	\$ 87.80	\$ 94,824.00	\$ 196.00	\$ 211,680.00	\$ 175.00	\$ 189,000.00	\$ 300.00	\$ 324,000.00
6	260	LF	Trenchless Installation of 24" DIP Sewer in 48" Steel Casing	\$ 750.00	\$ 195,000.00	\$ 1,060.00	\$ 275,600.00	\$ 1,990.00	\$ 517,400.00	\$ 1,240.00	\$ 322,400.00	\$ 1,350.00	\$ 351,000.00	\$ 2,200.00	\$ 572,000.00
7	1	LS	24" PVC Sewer Creek Crossing STA. 31+10.0 to 31+40.0	\$ 970.00	\$ 970.00	\$ 35,000.00	\$ 35,000.00	\$ 28,775.00	\$ 28,775.00	\$ 33,610.00	\$ 33,610.00	\$ 35,000.00	\$ 35,000.00	\$ 80,000.00	\$ 80,000.00
8	440	LF	8" DIP Sewer	\$ 135.80	\$ 59,752.00	\$ 60.00	\$ 26,400.00	\$ 176.00	\$ 77,440.00	\$ 165.00	\$ 72,600.00	\$ 180.00	\$ 79,200.00	\$ 150.00	\$ 66,000.00
9	220	LF	8" HDPE Sewer in Existing 15" VCP Sewer Pipe	\$ 53.35	\$ 11,737.00	\$ 80.00	\$ 17,600.00	\$ 63.75	\$ 14,025.00	\$ 60.00	\$ 13,200.00	\$ 130.00	\$ 28,600.00	\$ 115.00	\$ 25,300.00
10	3	EA	48" Manhole, 0' - 6' Depth	\$ 3,686.00	\$ 11,058.00	\$ 4,500.00	\$ 13,500.00	\$ 5,300.00	\$ 15,900.00	\$ 4,060.00	\$ 12,180.00	\$ 7,500.00	\$ 22,500.00	\$ 14,000.00	\$ 42,000.00
11	21	EA	60" Manhole, 0' - 6' Depth	\$ 5,723.00	\$ 120,183.00	\$ 6,500.00	\$ 136,500.00	\$ 4,600.00	\$ 96,600.00	\$ 5,500.00	\$ 115,500.00	\$ 8,500.00	\$ 178,500.00	\$ 14,000.00	\$ 294,000.00
12	3	EA	72" Manhole, 0' - 6' Depth	\$ 6,693.00	\$ 20,079.00	\$ 7,500.00	\$ 22,500.00	\$ 8,400.00	\$ 25,200.00	\$ 7,390.00	\$ 22,170.00	\$ 9,500.00	\$ 28,500.00	\$ 15,000.00	\$ 45,000.00
13	155	VF	Additional Manhole Sidewall	\$ 291.00	\$ 45,105.00	\$ 280.00	\$ 43,400.00	\$ 588.00	\$ 91,140.00	\$ 245.00	\$ 37,975.00	\$ 275.00	\$ 42,625.00	\$ 275.00	\$ 42,625.00
14	26	EA	Extra for Watertight MH F&C	\$ 582.00	\$ 15,132.00	\$ 425.00	\$ 11,050.00	\$ 621.30	\$ 16,153.80	\$ 965.00	\$ 25,090.00	\$ 595.00	\$ 15,470.00	\$ 500.00	\$ 13,000.00
15	2	EA	Manhole Vent Assembly	\$ 1,455.00	\$ 2,910.00	\$ 2,700.00	\$ 5,400.00	\$ 4,200.00	\$ 8,400.00	\$ 3,100.00	\$ 6,200.00	\$ 5,300.00	\$ 10,600.00	\$ 5,500.00	\$ 11,000.00
16	1	EA	Connection to Existing Manholes	\$ 2,425.00	\$ 2,425.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,150.00	\$ 4,150.00	\$ 6,250.00	\$ 6,250.00	\$ 500.00	\$ 500.00
17	12	EA	Abandon Existing Manholes	\$ 582.00	\$ 6,984.00	\$ 300.00	\$ 3,600.00	\$ 984.00	\$ 11,808.00	\$ 1,290.00	\$ 15,480.00	\$ 1,250.00	\$ 15,000.00	\$ 1,000.00	\$ 12,000.00
18	50	CY	Overdepth Excavation and Gravel Refill	\$ 33.95	\$ 1,697.50	\$ 50.00	\$ 2,500.00	\$ 130.00	\$ 6,500.00	\$ 65.00	\$ 3,250.00	\$ 25.00	\$ 1,250.00	\$ 200.00	\$ 10,000.00
19	50	TON	Rip-Rap	\$ 33.95	\$ 1,697.50	\$ 100.00	\$ 5,000.00	\$ 35.15	\$ 1,757.50	\$ 95.00	\$ 4,750.00	\$ 20.00	\$ 1,000.00	\$ 75.00	\$ 3,750.00
20	17	EA	Concrete Check Dams	\$ 291.00	\$ 4,947.00	\$ 2,000.00	\$ 34,000.00	\$ 975.00	\$ 16,575.00	\$ 1,180.00	\$ 20,060.00	\$ 6,800.00	\$ 115,600.00	\$ 3,500.00	\$ 59,500.00
21	250	LF	Flowable Fill	\$ 135.80	\$ 33,950.00	\$ 100.00	\$ 25,000.00	\$ 117.50	\$ 29,375.00	\$ 40.00	\$ 10,000.00	\$ 240.00	\$ 60,000.00	\$ 300.00	\$ 75,000.00
22	40	LF	Cast-In-Place Concrete	\$ 97.00	\$ 3,880.00	\$ 150.00	\$ 6,000.00	\$ 233.00	\$ 9,320.00	\$ 40.00	\$ 1,600.00	\$ 125.00	\$ 5,000.00	\$ 100.00	\$ 4,000.00
23	75	LF	Concrete Curb Replacement	\$ 97.00	\$ 7,275.00	\$ 36.00	\$ 2,700.00	\$ 35.15	\$ 2,636.25	\$ 28.00	\$ 2,100.00	\$ 40.00	\$ 3,000.00	\$ 100.00	\$ 7,500.00
24	125	SY	Permanent Pavement Repair	\$ 22.31	\$ 2,788.75	\$ 127.00	\$ 15,875.00	\$ 60.00	\$ 7,500.00	\$ 110.00	\$ 13,750.00	\$ 110.00	\$ 13,750.00	\$ 140.00	\$ 17,500.00
25	20	LF	6" PVC Lateral Piping	\$ 48.50	\$ 970.00	\$ 60.00	\$ 1,200.00	\$ 133.25	\$ 2,665.00	\$ 65.00	\$ 1,300.00	\$ 10.00	\$ 200.00	\$ 125.00	\$ 2,500.00
26	1	EA	Lateral Service Connection	\$ 970.00	\$ 970.00	\$ 3,500.00	\$ 3,500.00	\$ 2,650.00	\$ 2,650.00	\$ 3,150.00	\$ 3,150.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00
27	3,800	LF	Grassing	\$ 0.49	\$ 1,862.00	\$ 10.00	\$ 38,000.00	\$ 2.15	\$ 8,170.00	\$ 9.30	\$ 35,340.00	\$ 10.00	\$ 38,000.00	\$ 4.00	\$ 15,200.00
28	4,355	LF	Sewer Television Inspection	\$ 2.91	\$ 12,673.05	\$ 4.00	\$ 17,420.00	\$ 3.20	\$ 13,936.00	\$ 4.00	\$ 17,420.00	\$ 2.00	\$ 8,710.00	\$ 3.50	\$ 15,242.50
29	1	LS	Sewer Flow Control	\$ 4,850.00	\$ 4,850.00	\$ 41,000.00	\$ 41,000.00	\$ 34,000.00	\$ 34,000.00	\$ 87,545.00	\$ 87,545.00	\$ 148,500.00	\$ 148,500.00	\$ 100,000.00	\$ 100,000.00
30	1	LS	Erosion Control	\$ 4,850.00	\$ 4,850.00	\$ 30,000.00	\$ 30,000.00	\$ 34,553.45	\$ 34,553.45	\$ 21,610.00	\$ 21,610.00	\$ 15,200.00	\$ 15,200.00	\$ 30,000.00	\$ 30,000.00
31	1	LS	Miscellaneous Allowance	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00

ALTERNATE BID ITEM

1	48" - 72" Manhole, 0' - 6' Depth (EA)	\$ 6,596.00	\$ 545.00	\$ 8,400.00	\$ 4,465.00	\$ 600.00	\$ 250.00
2	Additional Manhole Sidewall (VF)	\$ 291.00	\$ 93.00	\$ 588.00	\$ 160.00	\$ 100.00	\$ 100.00
TOTAL BASE BID		\$ 1,349,674.40	\$ 1,481,995.00	\$ 1,775,150.00	\$ 1,901,718.00	\$ 1,989,982.00	\$ 2,808,167.50

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RECORD WITH ALL ERRORS AND EXTENSIONS OF UNIT PRICE CORRECTED.

BY: Paolo M. Fonda, P.E.

DATE: September 23, 2016





October 17, 2016

Ms. Patricia McNeese
Engineering Director
P.O. Box 305, City Hall
Franklin, Tennessee 37065

Re: **City of Franklin, TN**
Curd Branch & Watson Branch Interceptor Sewer Improvements
Bid Award
SSR No. 13-41-032.0 / COF No. 2014-0181

Dear Ms. McNeese:

On Tuesday, September 20, 2016 at 2:30 P.M., bids were opened for Curd Branch & Watson Branch Interceptor Sewer Improvements project. Six (6) bids were submitted. A list of bidders and bid amounts are shown below.

Bidder	Total Base Bid	Alt. No. 1	Alt. No. 2
1. Norris Brothers Excavating, LLC	\$1,349,674.40	\$6,596.00	\$291.00
2. Cleary Construction, Inc.	\$1,481,995.00	\$545.00	\$93.00
3. Jarrett Builders, Inc.	\$1,775,150.00	\$8,400.00	\$588.00
4. Civil Constructors, LLC	\$1,901,718.00	\$4,465.00	\$160.00
5. SBW Constructors, LLC	\$1,989,982.00	\$600.00	\$100.00
6. Walker Building Group, LLC	\$2,808,167.50	\$250.00	\$100.00

After evaluations of the submitted bids, the low bidder is Norris Brothers Excavating. Per Section 00 2113, each bid was checked for errors and a bid tabulation was created. Two (2) errors were found and corrected on the bid tab. A copy of the bid tab has been sent to all plan holders.

Per Section 00 2113, qualifications were requested from the low bidder. After reviewing their information, SSR and the City of Franklin have come to the conclusion that Norris Brothers has not provided adequate experience for a project of this magnitude. Given this information, we recommend the next lowest bidder, Cleary Construction, Inc. be awarded the contract for the Curd Branch & Watson Branch Interceptor Sewer Improvements project. Cleary Construction is located in Tompkinsville, Kentucky. They have provided a list of ten (10) projects of similar size and scope. We have worked with this contractor in the past and feel confident in their capabilities for the work to be accomplished.

Per our phone conversation, we do not recommend the City accept the alternate prices to add the MIC additive to all manholes. After further review the manhole manufacturers did not include the waterproofing admixture with the MIC admixture as specified. The Total Base Bid for this project is **\$1,481,995.00**. If you have any questions regarding this recommendation please feel free to contact me at pfonda@ssr-inc.com or (615)460-0543.

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda". The signature is stylized with a large, looped "P" and a cursive "Fonda".

Paolo M. Fonda, P.E.

Cc: Paul Holzen – COF
Mark Hilty – FWMD
File (1)

RESOLUTION 2016-71

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2014-0181) TO CLEARY CONSTRUCTION IN THE AMOUNT OF \$1,511,125.00 FOR THE CURD BRANCH AND WATSON BRANCH INTERCEPTOR SEWER IMPROVEMENTS PROJECT

WHEREAS, the Curd Branch and Watson Branch Interceptor Sewer Improvements Project is one of the projects identified by the City of Franklin in need of upgrades due to the amount of development being constructed upstream of the existing interceptor sewer; and

WHEREAS, the construction of the Curd Branch and Watson Branch Interceptor Sewer Improvements Project generally includes the furnishing of all materials, equipment and labor for the following: the construction of approximately 5,110 LF of gravity sanitary sewer and twenty-six (26) manholes; and

WHEREAS, on September 20, 2016, sealed bids were received in the Engineering Department, City Hall, 109 3rd Avenue South, Suite 142, Franklin, Tennessee 37064 and were publicly opened and read aloud for the Curd Branch and Watson Branch Interceptor Sewer Improvements Project (COF Contract No 2014-0181).

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to Cleary Construction for the Curd Branch and Watson Branch Interceptor Sewer Improvements Project (COF Contract No. 2014-0181) in the amount of One Million Five Hundred Eleven Thousand One Hundred Twenty-Five and No/100 Dollars (\$1,511,125.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the Director/City Engineer is hereby authorized to have authority to review and approval the spending of all project funds included in the bid and award of the construction contract for the Curd Branch and Watson Branch Interceptor Sewer Improvements Project (COF Contract No. 2014-0181).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

By: _____

Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney

HETHCOAT DAVIS

September 26, 2016

File No. 1082-03

Ms. Patricia McNeese, PE
Utilities Project Manager
City of Franklin
Engineering Department
109 3rd Avenue South
Franklin TN 37065

**RE: Recommendation of Award
Sanitary Sewer from West I-65 to East I-65
City of Franklin, TN**

Dear Ms. McNeese:

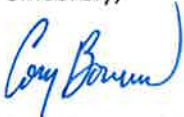
On Friday, September 23, 2016 at 11:00 AM, six (6) separate sealed bids were received for the subject project. The bidders appear to have complied with the Tennessee Department of Commerce & Insurance Licensing Board for General Contractors requirements for submission of a competitively bid project.

A breakdown of the bids is included in the attached Bid Tabulation. There were mathematical errors in the bids received from Civil Constructors, LLC and Norris Bros. Excavating, but they did not affect either the order of the bidders or the low bidder. The bid received from Jarrett Builders was rejected for failure to include the Illegal Immigrant (per TCA 50-1-103) and Iran Divestment Act (per TCA 12-12-111) forms. Jarrett Builders bid was opened but the results were not included in the bid tabulation. The action of rejecting their bid did not change the outcome of the low bidder.

Dynamic Construction, LLC with a bid of \$1,717,620.40 was the lowest responsive bidder. Dynamic Construction, LLC is licensed, bondable for this work, and we believe they are capable of completing the work as intended. **Therefore, Hethcoat and Davis, Inc., recommends award of the project to Dynamic Construction, LLC in the amount of \$1,717,620.40.**

Please contact me if you have any questions or need additional information. Thank you.

Sincerely,



Cory Borum, PE

Enclosure: Bid Tabulation

Copy: Paul Holzen, Director of Engineering
H&D File 1082-03

Sanitary Sewer from West I-65 to East I-65
City of Franklin, Tennessee
H & D Project No. 1082-03
Bid Date: Friday, September 23, 2016, at 11:00 a.m. local time

				Dynamic Construction, LLC		Civil Constructors, LLC		Walker Building Group, LLC		JSJ Construction, LLC		Norris Bros. Excavating		Jarrett Builders	
				14 Main Street East, Suite E		425 Downs Blvd., PO Box 685		2817 West End Ave #126-256		1019 Bradley Dr., Bldg B, Ste 4		1007 Rodgers Road		BID REJECTED FOR FAILURE TO INCLUDE	
				Gordonsville TN 38563		Franklin TN 37065		Nashville TN 37203		Springfield TN 37172		Crossville TN 38572		ALL REQUIRED ITEMS	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL															
1	Temporary Facilities and Controls	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 114,591.00	\$ 114,591.00	\$ 68,500.00	\$ 68,500.00	\$ 64,171.30	\$ 64,171.30	\$ 85,000.00	\$ 85,000.00		\$ -
2	Seeding	5,380	LF	\$ 1.50	\$ 8,070.00	\$ 1.50	\$ 8,070.00	\$ 3.00	\$ 16,140.00	\$ 8.10	\$ 43,578.00	\$ 10.00	\$ 53,800.00		\$ -
3	Erosion & Sediment Control	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 23,680.00	\$ 23,680.00	\$ 28,000.00	\$ 28,000.00	\$ 14,808.80	\$ 14,808.80	\$ 30,000.00	\$ 30,000.00		\$ -
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	150	CY	\$ 40.00	\$ 6,000.00	\$ 45.00	\$ 6,750.00	\$ 45.00	\$ 6,750.00	\$ 56.80	\$ 8,520.00	\$ 45.00	\$ 6,750.00		\$ -
5	Contingency	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
SANITARY SEWER															
6	12-inch DIP CL 350 w/Protecto 401 lining Gravity Sewer	50	LF	\$ 151.10	\$ 7,555.00	\$ 350.00	\$ 17,500.00	\$ 188.00	\$ 9,400.00	\$ 133.00	\$ 6,650.00	\$ 200.00	\$ 10,000.00		\$ -
7	12-inch PVC SDR 26 Gravity Sewer	835	LF	\$ 90.20	\$ 75,317.00	\$ 125.00	\$ 104,375.00	\$ 106.00	\$ 88,510.00	\$ 115.50	\$ 96,442.50	\$ 200.00	\$ 167,000.00		\$ -
8	8-inch PVC SDR 26 Gravity Sewer (*See note 1)	2,890	LF	\$ 90.80	\$ 262,412.00	\$ 128.00	\$ 369,920.00	\$ 101.00	\$ 291,890.00	\$ 135.30	\$ 391,017.00	\$ 185.00	\$ 534,650.00		\$ -
9	8-inch DIP CL 350 w/Protecto 401 lining Gravity Sewer (*See note 1)	251	LF	\$ 99.40	\$ 24,949.40	\$ 150.00	\$ 37,650.00	\$ 110.00	\$ 27,610.00	\$ 118.30	\$ 29,693.30	\$ 200.00	\$ 50,200.00		\$ -
10	54-inch diameter liner plate tunnel installed beneath I-65 including 12-inch DIP CL 350 Gravity Sewer & 12-inch C900 DR 25 Reclaimed Water Line	330	LF	\$ 2,130.00	\$ 702,900.00	\$ 2,920.00	\$ 963,600.00	\$ 3,400.00	\$ 1,122,000.00	\$ 3,592.90	\$ 1,185,657.00	\$ 5,000.00	\$ 1,650,000.00		\$ -
11	8" PVC SDR 26 Gravity Sewer installed inside existing 16-inch casing, complete including casing spacers and end seals	80	LF	\$ 63.90	\$ 5,112.00	\$ 150.00	\$ 12,000.00	\$ 105.00	\$ 8,400.00	\$ 159.80	\$ 12,784.00	\$ 200.00	\$ 16,000.00		\$ -
12	4' diameter Precast Manhole, 0 - 6' depth	19	EA	\$ 3,200.00	\$ 60,800.00	\$ 3,100.00	\$ 58,900.00	\$ 5,200.00	\$ 98,800.00	\$ 2,797.40	\$ 53,150.60	\$ 6,000.00	\$ 114,000.00		\$ -
13	4' diameter Precast Manhole Sidewall, greater than 6' depth	60	VF	\$ 215.00	\$ 12,900.00	\$ 240.00	\$ 14,400.00	\$ 162.00	\$ 9,720.00	\$ 286.90	\$ 17,214.00	\$ 400.00	\$ 24,000.00		\$ -
14	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	12	EA	\$ 1,640.00	\$ 19,680.00	\$ 3,205.00	\$ 38,460.00	\$ 1,500.00	\$ 18,000.00	\$ 1,598.10	\$ 19,177.20	\$ 2,500.00	\$ 30,000.00		\$ -
15	Manhole Vent Assembly	3	EA	\$ 4,210.00	\$ 12,630.00	\$ 2,685.00	\$ 8,055.00	\$ 4,000.00	\$ 12,000.00	\$ 3,453.00	\$ 10,359.00	\$ 3,000.00	\$ 9,000.00		\$ -
16	Watertight Manhole Casting	5	EA	\$ 1,050.00	\$ 5,250.00	\$ 620.00	\$ 3,100.00	\$ 1,200.00	\$ 6,000.00	\$ 662.70	\$ 3,313.50	\$ 3,000.00	\$ 15,000.00		\$ -
17	Connect to existing manhole	1	EA	\$ 2,100.00	\$ 2,100.00	\$ 5,040.00	\$ 5,040.00	\$ 7,200.00	\$ 7,200.00	\$ 6,626.90	\$ 6,626.90	\$ 6,000.00	\$ 6,000.00		\$ -
18	New exterior drop assembly on existing manhole	1	EA	\$ 3,040.00	\$ 3,040.00	\$ 4,850.00	\$ 4,850.00	\$ 3,900.00	\$ 3,900.00	\$ 3,833.30	\$ 3,833.30	\$ 3,000.00	\$ 3,000.00		\$ -
19	Concrete Encasement	75	LF	\$ 30.00	\$ 2,250.00	\$ 42.00	\$ 3,150.00	\$ 75.00	\$ 5,625.00	\$ 123.40	\$ 9,255.00	\$ 3,000.00	\$ 225,000.00		\$ -
20	CCTV Inspection of New Gravity Sewer	4,430	LF	\$ 1.50	\$ 6,645.00	\$ 1.75	\$ 7,752.50	\$ 3.00	\$ 13,290.00	\$ 1.90	\$ 8,417.00	\$ 10.00	\$ 44,300.00		\$ -
RECLAIMED WATER															
21	12" C900 DR 25 PVC Reclaimed Water Line (*See note 1)	3,050	LF	\$ 61.40	\$ 187,270.00	\$ 56.50	\$ 172,325.00	\$ 40.00	\$ 122,000.00	\$ 43.60	\$ 132,980.00	\$ 55.00	\$ 167,750.00		\$ -
22	Bore & jack 24" steel casing w/ 12" C900 DR 25 PVC reclaimed water including casing spacers and end seals	100	LF	\$ 500.00	\$ 50,000.00	\$ 700.00	\$ 70,000.00	\$ 575.00	\$ 57,500.00	\$ 340.00	\$ 34,000.00	\$ 400.00	\$ 40,000.00		\$ -
23	12" gate valve with valve box assembly	5	EA	\$ 3,620.00	\$ 18,100.00	\$ 2,930.00	\$ 14,650.00	\$ 3,500.00	\$ 17,500.00	\$ 2,487.90	\$ 12,439.50	\$ 6,000.00	\$ 30,000.00		\$ -
24	8" x 8" tapping sleeve and valve on existing reclaimed water line	1	EA	\$ 5,270.00	\$ 5,270.00	\$ 5,140.00	\$ 5,140.00	\$ 6,500.00	\$ 6,500.00	\$ 4,833.60	\$ 4,833.60	\$ 5,000.00	\$ 5,000.00		\$ -
25	2" blow-off assembly	1	EA	\$ 2,150.00	\$ 2,150.00	\$ 3,165.00	\$ 3,165.00	\$ 2,800.00	\$ 2,800.00	\$ 1,997.90	\$ 1,997.90	\$ 3,500.00	\$ 3,500.00		\$ -
26	Ductile iron fittings for reclaimed water line	1,500	LBS	\$ 10.00	\$ 15,000.00	\$ 4.00	\$ 6,000.00	\$ 5.00	\$ 7,500.00	\$ 4.70	\$ 7,050.00	\$ 6.00	\$ 9,000.00		\$ -
27	Mineral Aggregate, Type A, Grading D (303-01) (See Note 3)	500	TON	\$ 25.90	\$ 12,950.00	\$ 25.00	\$ 12,500.00	\$ 36.00	\$ 18,000.00	\$ 27.10	\$ 13,550.00	\$ 40.00	\$ 20,000.00		\$ -
28	Asphalt Concrete Mix (PG70-22), Grading B-M2 (307-02.08) (See Note 3)	500	TON	\$ 98.70	\$ 49,350.00	\$ 110.00	\$ 55,000.00	\$ 140.00	\$ 70,000.00	\$ 172.80	\$ 86,400.00	\$ 200.00	\$ 100,000.00		\$ -
29	Bituminous Material for Tack Coat (TC) (403-01) (See Note 3)	2	TON	\$ 1,160.00	\$ 2,320.00	\$ 730.00	\$ 1,460.00	\$ 1,100.00	\$ 2,200.00	\$ 1,357.50	\$ 2,715.00	\$ 300.00	\$ 600.00		\$ -
30	Asphalt Surface Mix (PG70-22) (1.5" depth) - full width overlay (411-02.10) (See Note 3)	375	TON	\$ 112.00	\$ 42,000.00	\$ 110.00	\$ 41,250.00	\$ 120.00	\$ 45,000.00	\$ 157.40	\$ 59,025.00	\$ 300.00	\$ 112,500.00		\$ -
31	Cold Planing (Milling) (415-01.02) (See Note 3)	3,150	SY	\$ 4.00	\$ 12,600.00	\$ 3.50	\$ 11,025.00	\$ 3.50	\$ 11,025.00	\$ 3.70	\$ 11,655.00	\$ 10.00	\$ 31,500.00		\$ -
TOTAL BASE BID				\$ 1,717,620.40		\$ 2,244,358.50		\$ 2,251,760.00		\$ 2,401,314.40		\$ 3,643,550.00		\$ 50,000.00	

Note 1 Roadway base stone or any other pavement repair materials shall not be included in this line item. These items shall be paid separately and are designated for payment under line items 27, 28, 29, 30, & 31

corrected for math error

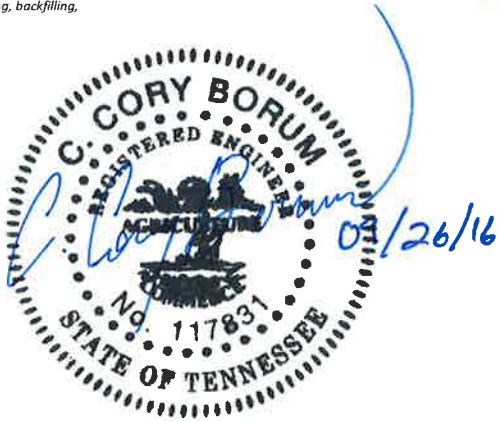
corrected for math error

Note 2 Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding, backfilling, flexible couplings and tees, and all other materials, labor and equipment to complete the work).

Note 3 See paving repair schedule on Plan Sheet C-3

I do hereby certify this to be a true and correct representation of the bids.

C. Cory Borum, P.E.



RESOLUTION 2016-72

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2015-0070) TO DYNAMIC CONSTRUCTION, LLC, IN THE AMOUNT OF \$1,717,620.40 FOR THE GOOSE CREEK SANITARY SEWER EXTENSION PROJECT FROM WEST OF I-65 TO THE EAST SIDE OF I-65

WHEREAS, the Goose Creek Sanitary Sewer Extension Project from west of I-65 to the east side of I-65 is one of the projects identified by the City of Franklin to provide sanitary sewer service to the east side of I-65 for existing and proposed developments; and

WHEREAS, the construction of the Goose Creek Sanitary Sewer Extension Project from west of I-65 to the east side of I-65 generally includes the furnishing of all materials, equipment and labor for the following: the construction of approximately 1,211 linear feet of 12-inch sanitary sewer, 2,219 linear feet of 8-inch sanitary sewer and 3,410 linear feet of 12-inch reclaimed water line to serve the east side of I-65 in the Goose Creek area (including the Williamson County Agriculture Center, Travel Centers of America and Franklin Fire Station No. 7); and

WHEREAS, on September 23, 2016, sealed bids were received in the Engineering Department, City Hall, 109 3rd Avenue South, Suite 142, Franklin, Tennessee 37064 and were publicly opened and read aloud for the Goose Creek Sanitary Sewer Extension Project from west of I-65 to the east side of I-65 (COF Contract No 2015-0070); and

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to Dynamic Construction, LLC for the Goose Creek Sanitary Sewer Extension Project from west of I-65 to the east side of I-65 (COF Contract No. 2015-0070) in the amount of One Million Seven Hundred Seventeen Thousand Six Hundred Twenty and 40/100 Dollars (\$1,717,620.40).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the Director/City Engineer is hereby authorized to have authority to review and approval the spending of all project funds included in the bid and award of the construction contract for the Goose

Creek Sanitary Sewer Extension Project from west of I-65 to the east side of I-65 (COF Contract No. 2015-0070).

IT IS SO RESOLVED AND DONE on this ____ day of _____,
201__.

ATTEST:

By: _____

ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney

Amendment Number: 3

Agreement Number: 110291

Project Identification Number: 116144.00 & 116144.01

Federal Project Number: STP-M-9305(26) and STP-M-9305(30)

State Project Number: 94LPLM-F3-039 and 94LPLM-F3-065

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Franklin (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Expansion of the City of Franklin's current ITS infrastructure network capabilities into areas with extensive congestion to include CCTV, DMS, Weather Communication, and connect to TDOT & Brentwood systems.

1. The language of AGREEMENT # 110291 dated November 2, 2015 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **3**.
2. The language of Agreement # 110291 dated November 2, 2015, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before **12-31-2016**.

to

The Agency agrees to complete the herein assigned phases of the Project on or before **12-31-2017**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By:

Ken Moore
Mayor

Date

By:

John C. Schroer
Commissioner

Date

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By:

Shauna Billingsley
City Attorney

Date

By:

John Reinbold
General Counsel

Date

EXHIBIT "A" for Amendment 3

CONTRACT NUMBER: 110291

PROJECT IDENTIFICATION NUMBER: 116144.00 and 116144.01

FEDERAL PROJECT NUMBER: STP-M-9305(26)

STATE PROJECT NUMBER: 94LPLM-F3-039

PROJECT DESCRIPTION: Expansion of the City of Franklin's current ITS infrastructure network capabilities into areas with extensive congestion to include CCTV, DMS, Weather Communication, and connect to TDOT & Brentwood systems.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Intelligent Transportation System

116144.00

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	U-STP	80	0	20	\$150,000.00
CONSTRUCTION	U-STP	80	0	20	\$667,500.00
CONSTRUCTION-CEI	U-STP	80	0	20	\$75,000.00
TDOT ES	U-STP	80	0	20	\$7,500.00

116144.01

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	U-STP	80	0	20	\$350,000.00
IMPLEMENTATION	U-STP	80	0	20	\$375,000.00
CONSTRUCTION	U-STP	80	0	20	\$778,750.00
CONSTRUCTION-CEI	U-STP	80	0	20	\$87,500.00
TDOT ES	U-STP	80	0	20	\$8,750.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that the Department's expenses associated with the project during construction are covered. The anticipated Department expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A., Section 133, Surface Transportation Program.

If federal funds are included in this Agreement, the requirements detailed in CFDA Number 20.205-Highway Planning and Construction are included as a part of this Agreement by reference and the Agency shall comply with the requirements detailed in CFDA Number 20.205 in the performance of this Agreement.



Charles

**TENNESSEE DEPARTMENT OF REVENUE
COMPARATIVE STATEMENT OF COLLECTED REVENUES**

July-16

PAGE # 1

CLASS OF TAX	July FY 2015	July FY 2016	July FY 2017	July FY 2016- July FY 2016 \$ Change	July FY 2016- July FY 2016 % Change	July FY 2016- July FY 2017 \$ Change	July FY 2016- July FY 2017 % Change
Sales and Use	654,991,640.06	700,901,068.46	742,662,173.05	45,909,428.40	7.01%	41,761,104.59	5.96%
Franchise & Excise	68,475,939.29	80,501,532.32	56,300,773.93	12,025,593.03	17.56%	(24,200,758.39)	-30.06%
Business	4,081,853.41	5,662,943.33	5,531,527.13	1,581,089.92	38.73%	(131,416.20)	-2.32%
Gasoline	54,758,559.12	59,506,752.28	61,933,392.86	4,748,193.16	8.67%	2,426,640.58	4.08%
Motor Fuel	15,387,364.42	16,099,928.33	16,273,978.16	712,563.91	4.63%	174,049.83	1.08%
Petroleum Special	5,536,342.49	5,944,259.33	6,176,013.74	407,916.84	7.37%	231,754.41	3.90%
Inheritance, Gift & Estate	9,528,868.72	5,685,507.40	1,101,970.64	(3,843,361.32)	-40.33%	(4,583,536.76)	-80.62%
Gas & Oil Severance	143,079.11	80,843.63	60,357.87	(62,235.48)	-43.50%	(20,485.76)	-25.34%
TVA	27,075,597.41	28,622,969.33	28,453,941.91	1,547,371.92	5.72%	(169,027.42)	-0.59%
Motor Vehicle Registration	20,275,858.97	24,580,803.28	23,759,698.38	4,304,944.31	21.23%	(821,104.90)	-3.34%
Motor Vehicle Title	983,516.77	1,119,156.86	2,072,485.89	135,640.09	13.79%	953,329.03	85.18%
Income	1,313,572.43	1,943,603.65	1,034,915.92	630,031.22	47.96%	(908,687.73)	-46.75%
Tobacco	24,933,128.65	25,504,136.79	22,817,100.76	571,008.14	2.29%	(2,687,036.03)	-10.54%
Alcoholic Beverage	5,257,346.10	5,559,822.21	7,086,364.28	302,476.11	5.75%	1,526,542.07	27.46%
Beer	1,686,120.20	1,637,031.83	1,620,533.07	(49,088.37)	-2.91%	(16,498.76)	-1.01%
Mixed Drink (LBD)	7,005,820.48	7,538,249.29	8,384,359.87	532,428.81	7.60%	846,110.58	11.22%
Privilege	25,823,589.10	33,610,891.94	32,544,699.30	7,787,302.84	30.16%	(1,066,192.64)	-3.17%
Miscellaneous Taxes	14,511,346.90	17,419,085.10	11,729,485.49	2,907,738.20	20.04%	(5,689,599.61)	-32.66%
TOTAL STATE COLLECTIONS	941,769,543.63	1,021,918,585.36	1,029,543,772.25	80,149,041.73	8.51%	7,625,186.89	0.75%
Local Government							
Local Sales Tax	194,166,758.63	207,150,133.36	219,114,786.58	12,983,374.73	6.69%	11,964,653.22	5.78%
Local Business Tax	4,225,791.55	6,076,758.31	5,807,208.75	1,850,966.76	43.80%	(269,549.56)	-4.44%
Local Business Tax Fees	500,947.73	626,194.31	617,288.41	125,246.58	25.00%	(8,905.90)	-1.42%
Mineral Tax	429,066.13	485,510.09	487,716.06	56,443.96	13.16%	2,205.97	0.45%
Coal Severance	41,681.00	70,386.00	58,414.00	28,705.00	68.87%	(11,972.00)	-17.01%
TOTAL LOCAL COLLECTIONS	199,364,245.04	214,408,982.07	226,085,413.80	15,044,737.03	7.55%	11,676,431.73	5.45%
TOTAL COLLECTED REVENUE	1,141,133,788.67	1,236,327,567.43	1,255,629,186.05	95,193,778.76	8.34%	19,301,618.62	1.56%



Federal Emergency Management Agency

Washington, D.C. 20472

August 12, 2016

THE HONORABLE KEN MOORE
MAYOR, CITY OF FRANKLIN
109 3RD AVENUE SOUTH
FRANKLIN, TN 37064

CASE NO.: 16-04-6736A
COMMUNITY: CITY OF FRANKLIN, WILLIAMSON
COUNTY, TENNESSEE
COMMUNITY NO.: 470206

DEAR MR. MOORE:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Revision based on Fill (LOMR-F) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.

Sincerely,

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:

LOMR-F DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region
Mr. Sean Winters



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE	A parcel of land, as described in the Special Warranty Deed recorded as Document No. 14010992, in Book 6155, Pages 151 through 156, in the Office of the Register of Deeds, Williamson County, Tennessee The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 470206	
AFFECTED MAP PANEL	NUMBER: 47187C0214F	
	DATE: 9/29/2006	
FLOODING SOURCE: HARPETH RIVER		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 35.883263, -86.820105 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	4413 Carothers Road	Portion of Property	X (shaded)	--	--	652.1 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION	STUDY UNDERWAY
PORTIONS REMAIN IN THE FLOODWAY	SUPERSEDES PREVIOUS DETERMINATION
ANNEXATION	

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.


 Luis V. Rodriguez, P.E., Director
 Engineering and Modeling Division
 Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

COMMENCING at a point on the west right-of-way of Carothers Parkway, the same point being the northwestern corner of Real Estate Solutions Group LLC, of record in Deed Book 6155, Page 151 in the Register's Office of said county and state; thence along a curve having a delta of 02 degrees 22 minutes 43 seconds a radius of 2799.79 feet, a tangent of 58.13 feet, an arc of 116.24 feet, a chord bearing of North 22 degrees 17 minutes 05 seconds West, and a chord length of 116.23 feet to a point, thence South 21 degrees 5 minutes 44 seconds East a distance of 28.94 feet to a point, thence South 23 degrees 17 minutes 37 seconds West a distance of 40.24 feet, thence South 23 degrees 46 minutes 32 seconds East a distance of 66.77 feet, thence South 66 degrees 10 minutes 33 seconds East a distance of 35.35 feet, thence South 21 degrees 5 minutes 44 seconds East a distance of 573.48 feet leaving the west right-of-way of said Carothers Parkway and into the land of said Real Estate Solutions Group LLC South 35 degrees, 10 minutes, 30 seconds East 32.08 feet to a point, said point being the POINT OF BEGINNING of the following land which has been elevated to the 100 year flood elevation; thence severing the land of said Real Estate Solutions Group LLC as follows: Thence, S 35° 10' 30" W for a distance of 23.44 feet to a point; Thence, S 08° 55' 43" W for a distance of 100.80 feet to a point; Thence, S 41° 40' 29" W for a distance of 17.92 feet to a point; Thence, N 85° 48' 45" W for a distance of 20.71 feet to a point; Thence, S 09° 11' 21" W for a distance of 31.52 feet to a point; Thence, N 87° 53' 30" W for a distance of 15.32 feet to a point; Thence, N 17° 07' 07" W for a distance of 37.84 feet to a point; Thence, S 29° 27' 03" W for a distance of 23.53 feet to a point; Thence, S 40° 05' 09" W for a distance of 36.33 feet to a point; Thence, S 80° 04' 46" W for a distance of 28.90 feet to a point; Thence, N 42° 30' 46" W for a distance of 36.74 feet to a point; Thence, S 42° 52' 54" W for a distance of 22.85 feet to a point; Thence, S 06° 04' 08" E for a distance of 68.28 feet to a point; Thence, S 53° 50' 12" W for a distance of 83.90 feet to a point; Thence, S 23° 48' 42" W for a distance of 24.09 feet to a point; Thence, S 61° 50' 49" W for a distance of 121.87 feet to a point; Thence, S 78° 56' 30" W for a distance of 32.88 feet to a point; Thence, S 55° 28' 46" W for a distance of 29.31 feet to a point; Thence, S 67° 31' 39" W for a distance of 99.21 feet to a point; Thence, S 77° 22' 14" W for a distance of 49.33 feet to a point; Thence, S 64° 58' 58" W for a distance of 79.79 feet to a point; Thence, S 49° 34' 46" W for a distance of 93.21 feet to a point; Thence, S 03° 02' 16" W for a distance of 91.74 feet to a point; Thence, S 20° 37' 56" W for a distance of 29.38 feet to a point; Thence, S 38° 30' 57" E for a distance of 19.32 feet to a point; Thence, S 20° 35' 04" W for a distance of 86.60 feet to a point; Thence, S 45° 11' 13" W for a distance of 40.24 feet to a point; Thence, S 06° 35' 26" E for a distance of 43.47 feet to a point; Thence, S 26° 39' 43" W for a distance of 140.02 feet to a point; Thence, S 01° 46' 12" W for a distance of 43.29 feet to a point; Thence, S 35° 07' 23" W for a distance of 39.47 feet to a point; Thence N 83° 38' 44" W a distance of 31.18 feet to a point; Thence, N 65° 08' 25" W for a distance of 115.80 feet to a point; Thence, N 60° 56' 01" W for a distance of 135.15 feet to a point; Thence, N 75° 07' 11" W for a distance of 55.74 feet to a point; Thence, N 53° 11' 44" W for a distance of 57.82 feet to a point; Thence, N 31° 07' 57" E for a distance of 108.95 feet to a point; Thence, N 80° 04' 46" E for a distance of 34.70 feet to a point; Thence, N 63° 26' 54" E for a distance of 44.47 feet to a point; Thence, S 59° 08' 31" E for a distance of 38.00 feet to a point; Thence, N 35° 04' 22" E for a distance of 33.39 feet to a point; Thence, N 68° 32' 45" E for a distance of 36.48 feet to a point; Thence, S 77°

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.


Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

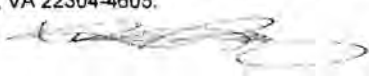
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

16° 44" E for a distance of 107.58 feet to a point; Thence, N 75° 11' 46" E for a distance of 91.45 feet to a point; Thence, N 14° 15' 02" E for a distance of 67.01 feet to a point; Thence, N 19° 33' 17" W for a distance of 113.28 feet to a point; Thence, N 67° 00' 43" E for a distance of 48.48 feet to a point; Thence, N 47° 17' 48" E for a distance of 32.72 feet to a point; Thence, N 42° 27' 04" E for a distance of 46.78 feet to a point; Thence, N 12° 05' 08" E for a distance of 79.42 feet to a point; Thence, N 01° 55' 14" W for a distance of 64.46 feet to a point; Thence, N 43° 53' 11" E for a distance of 72.98 feet to a point; Thence, N 36° 52' 24" E for a distance of 113.37 feet to a point; Thence, S 69° 39' 25" E for a distance of 45.42 feet to a point; Thence, N 82° 02' 59" E for a distance of 108.74 feet to a point; Thence, N 03° 02' 27" E for a distance of 88.24 feet to a point; Thence, N 34° 05' 54" W for a distance of 100.18 feet to a point; Thence, N 41° 38' 43" W for a distance of 72.04 feet to a point; Thence, N 37° 51' 56" W for a distance of 95.41 feet to a point; Thence, N 36° 26' 32" W for a distance of 147.57 feet to a point; Thence, N 38° 51' 00" W for a distance of 32.09 feet to a point; Thence, N 43° 43' 41" E for a distance of 142.12 feet to a point; Thence, N 53° 04' 16" E for a distance of 112.67 feet to a point; Thence, S 86° 33' 17" E for a distance of 34.14 feet to a point; Thence, S 45° 22' 07" E for a distance of 394.38 feet to a point; Thence, S 25° 21' 16" E for a distance of 93.00 feet to a point; Thence, N 88° 55' 11" E for a distance of 50.81 feet to a point; Thence, S 26° 59' 52" E for a distance of 45.39 feet to a point; Thence, N 28° 40' 59" E for a distance of 64.42 feet to a point; Thence, S 34° 45' 05" E for a distance of 107.94 feet to the POINT OF BEGINNING.

PORTIONS OF THE PROPERTY REMAIN IN THE FLOODWAY (This Additional Consideration applies to the preceding 1 Property.)

A portion of this property is located within the Special Flood Hazard Area and the National Flood Insurance Program (NFIP) regulatory floodway for the flooding source indicated on the Determination/Comment Document while the subject of this determination is not. The NFIP regulatory floodway is the area that must remain unobstructed in order to prevent unacceptable increases in base flood elevations. Therefore, no construction may take place in an NFIP regulatory floodway that may cause an increase in the base flood elevation, and any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management. The NFIP regulatory floodway is provided to the community as a tool to regulate floodplain development. Modifications to the NFIP regulatory floodway must be accepted by both the Federal Emergency Management Agency (FEMA) and the community involved. Appropriate community actions are defined in Paragraph 60.3(d) of the NFIP regulations. Any proposed revision to the NFIP regulatory floodway must be submitted to FEMA by community officials. The community should contact either the Regional Director (for those communities in Regions I-IV, and VI-X), or the Regional Engineer (for those communities in Region V) for guidance on the data which must be submitted for a revision to the NFIP regulatory floodway. Contact information for each regional office can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/about/regoff.htm>.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.


Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

ANNEXATION (This Additional Consideration applies to the preceding 1 Property.)

Although the subject of this determination is shown on the National Flood Insurance Program map as being located in a community other than the community indicated on the Determination/Comment Document, it has been annexed by the community referenced therein.

STUDY UNDERWAY (This Additional Consideration applies to all properties in the LOMR-F DETERMINATION DOCUMENT (REMOVAL))

This determination is based on the flood data presently available. However, the Federal Emergency Management Agency is currently revising the National Flood Insurance Program (NFIP) map for the community. New flood data could be generated that may affect this property. When the new NFIP map is issued it will supersede this determination. The Federal requirement for the purchase of flood insurance will then be based on the newly revised NFIP map.

SUPERSEDES OUR PREVIOUS DETERMINATION (This Additional Consideration applies to all properties in the LOMR-F DETERMINATION DOCUMENT (REMOVAL))

This Determination Document supersedes our previous determination dated 6/17/2016, for the subject property.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.


Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0295**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL INFRASTRUCTURE ASSOCIATES, LLC** 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:

Professional Survey Services On An As-Needed Basis

1. SCOPE OF SERVICES. Consultant shall provide survey services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A. Individual work orders shall be authorized by the City Engineer and approved by the City Administrator and shall be subject to all terms in this Agreement.
5. This Agreement shall terminate no later than three (3) years from the date of execution.

**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:

Kristen L. Corn, Assistant City Attorney

September 20, 2016

Mr. Paul Holzen, PE
Director / City Engineer
City of Franklin
109 Third Avenue South
Franklin, TN 37064

RE: Proposal for Survey On-Call

Dear Paul:

CIA, Civil Infrastructure Associates, LLC is pleased to provide this proposal to provide on-call professional land surveying services to the City of Franklin. It is our understanding that the typical opportunity under this contract would be of a limited nature and scope typically requiring less than 40 man hours to complete. We look forward to working with you and your staff.

SCHEDULE

Services will be performed and/or delivered within 15 calendar days following receipt of written authorization to proceed barring any extenuating circumstances beyond our control.

FEES

Individual work orders will be reviewed and approved by the City Engineer prior to any work. Services will be provided for the following hourly rates:

Sr. Land Surveyor (RLS)	\$150
Two Man Survey Crew	\$150
One Man Robotic or RTK (GPS) Survey Crew	\$120
Senior Survey CADD Technician	\$110
Party Chief / Sr. Field Technician	\$90
Instrument Man / Field Technician	\$60

Hourly rates shown above are inclusive of labor, overhead, profit, and customary expenses including travel, printing, postage, and survey supplies.

Sincerely,
CIVIL INFRASTRUCTURE ASSOCIATES, LLC



Tim Haggard, PE, RLS
Survey Manager

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0319**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL & ENVIRONMENTAL CONSULTANTS, INC** 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:

Professional Survey Services on an As-Needed Basis

1. SCOPE OF SERVICES. Consultant shall provide survey services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A. Individual work orders shall be authorized by the City Engineer and approved by the City Administrator and shall be subject to all terms of this Agreement.
5. This Agreement shall terminate no later than three (3) years from the date of execution.

**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.

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- 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.
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- 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.
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- 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.
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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:

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 - (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;

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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.

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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:

Kristen L. Corn, Assistant City Attorney



October 6, 2016

Mr. Paul Holzen, P.E.
Director of Engineering/City Engineer
City of Franklin
109 3rd Avenue South
Franklin, Tennessee 37094
Delivered via email: paul.holzen@franklintn.gov

Dear Mr. Holzen:

Subject: On-Call Professional Support Services
CEC Project 163-585

Civil & Environmental Consultants, Inc. (CEC) is pleased to present this proposed scope of service, as requested by the City of Franklin, to perform on-call professional services in support of the City. At this time, the full scope of work is unknown; therefore, CEC proposes to perform work as directed by the City on a time & materials basis in accordance with the attached fee schedule for each task order. When active task orders exist, CEC will provide the City with a monthly report to summarize work performed through this contract.

1.0 INITIATION – TASK ORDER

The following is a summary of the initiation of a task order. The City will contact CEC with a project/service request. CEC will work with City staff to evaluate and help prioritize the project/service request, as well as identify locations. During the evaluation process, CEC will assist City staff to determine if it will be (1) closed with no further action required; (2) referred to maintenance by a City Department (i.e. Street Department, Water Management, etc.); (3) classified as a project with services provided through this contract; or (4) recommended to the Board of Mayor and Aldermen (BOMA) as a CIP project.

If it is determined that a project/service request will require professional services, the City will issue a task order. CEC will work with City staff to determine a scope of services, estimated fee, and schedule. Once the scope, fee, and schedule are agreed upon, CEC will provide the professional services in accordance to the Professional Services Agreement and Fee Schedule and complete the task order.

2.0 SERVICES PROVIDED

It is anticipated that the complexity and services provided through this on-call contract will vary from task order to task order. It is expected that the task orders issued through this on-call contract will be services associated with projects or service requests made by citizens that are not associated with Capital Investment Program (CIP) projects. The list of services that CEC may provide through this contract will include but not be limited to:

Survey

- Horizontal and Vertical Control
- Construction Staking
- Boundary and Land Title
- Volumetric
- As-Built
- Easement and Right-of-Way (ROW) Document Preparation

Civil/Site

- Predevelopment Site Investigations
- Site Design and Permitting
- Landscape Architecture and Planning
- Development Plan Review Assistance

Stormwater/MS4

- Compliance Audits and Gap Analysis
- Stormwater Best Management Practice (BMP) Design
- Ordinance Review and Preparation
- Benthic Macroinvertebrate Stream Sampling
- Stream Restoration and Enhancement
- Stream Monitoring Work Plan Development
- Corrective Action Plan Development
- Storm Sewer Input Location Mapping

- Annual Report Preparation
- Stormwater User Fee Development/Update
- Hydrologic Studies/Hydraulic Modeling
- Stream Condition Assessment
- Floodway Delineation and Mapping
- FEMA Map Revisions
- Training and Educational Assistance

Public Infrastructure

- Wastewater Collection System, Pump Station, and Forcemain Design
- Wastewater Collection System Rehabilitation
- Water Distribution System Design
- Intersection Design
- Traffic Signal Warrant Evaluation and Design
- Traffic Calming Studies
- Trip Generation Studies
- Travel Time/Delay Studies

Other Services

- ADA Compliance and Remediation Services
- BMP Product Testing and Performance Evaluation
- Wetland and Waters Determination and Delineation
- Transfer Station Operations and Management Support
- Construction Inspection
- Environmental Assessments (Phase I and II Assessments, Archaeological)
- Erosion Prevention and Sediment Control Design and Inspection

Our Standard Municipal Services Rate Sheet, which applies to the proposed work, is attached. Your oral or written authorization to proceed will form a binding contract and indicates your

acceptance of our Proposal. Any changes to our Professional Services Agreement (PSA) must be agreed to in writing by both parties prior to your authorization to proceed.

Thank you for the opportunity to present this contract for your review and acceptance. We look forward to continuing to work with the City. Please contact us if you have any questions at 615-333-7797 or egardner@cecinc.com or scasey@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Eric J. Gardner, P.E., CPESC
Project Manager



Steven E. Casey, P.E., CPESC
Principal

Enclosures

Nashville Municipal Services Fee Schedule

January 1, 2016 through December 31, 2016

PROFESSIONAL SERVICES

Classification	Rate/Hour
Vice President.....	\$220
Principal/Senior Consultant	\$185
Senior Project Manager	\$170
Project Manager III	\$155
Project Manager II	\$145
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$90
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$80
Construction Observer / Environmental Technician.....	\$78
Senior Land Surveyor	\$140
Project Land Surveyor / GPS Specialist.....	\$100
Survey Technician IV	\$83
Survey Technician III.....	\$78
Survey Technician II.....	\$70
Survey Technician I.....	\$63
Administrative Assistant.....	\$65
Administrative Manager	\$73

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0320**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL INFRASTRUCTURE ASSOCIATES** 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:

Watson Branch Culvert Rehabilitation

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of THIRTY THOUSAND SIX HUNDRED FORTY AND NO/100 DOLLARS (\$30,640.00).

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.

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- 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

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- 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.
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- 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.

CONSULTANT

CITY OF FRANKLIN

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

BY: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

SCOPE & FEE SUMMARY
Watson Branch Culvert Rehabilitation
664 Watson Branch Drive
City of Franklin, Williamson County, TN

COF 2016-0320
Attachment A
PG 1 of 5

SUMMARY TOTALS	Total Hours	Fee
TOTALS ACTUAL ==>	222	\$ 30,640

FEE	TOTAL HOURS	PM (PE/RLS)	Survey Crew	Senior Technician
	Loaded Rate	\$150.00	\$150.00	\$115.00
PERCENT OF TIME ==>	100%	58.56%	7.21%	34.23%
TOTAL HOURS ==>	222.0	130.0	16.0	76.0
Task 1.0 Data Collection and Preliminary Alternatives Analysis	76.0	44.0	16.0	16.0
Task 2.0 - Design Development and Stakeholder Review	40.0	40.0		
Task 3.0 - Final Design	52.0	12.0		40.0
Task 4.0 - Project Management	54.0	34.0		20.0
FEE TOTALS==>	\$ 30,640	\$ 19,500	\$ 2,400	\$ 8,740

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	PM (PE / RLS)	Survey Crew	Survey/CAD Technician
Task Number	Project: Watson Branch Culvert Rehabilitation	222.0	130.0	16.0	76.0
1.0	Data Collection and Preliminary Alternative Analysis				
1.1	Investigate existing conditions related to the deterioration of a 72 inch arched CMP and concrete entrance and exit ditches in the Maplewood Subdivision in the vicinity of Watson Branch	4.0	4.0		
1.2	Research to obtain existing utility, property, drainage area, and rehabilitation information	16.0	16.0		
1.3	Provide surveying services needed for hydraulic design, plans preparation, and easement preparation.	40.0	8.0	16.0	16.0
1.4	Preliminary alternative analysis, scoping, and presentation of proposal	16.0	16.0		
2.0	Design Development and Stakeholder Review				
2.1	Provide hydraulic calculations to confirm that hydraulic culvert performance is not impaired by rehabilitation, including consideration of inlet/outlet control. Provide consideration of inlet and outlet concrete ditch replacement or repair, including consideration of water undercutting and surrounding scour.	16.0	16.0		
2.2	Include consideration of seasonal construction needs, construction sequencing, construction materials and equipment staging, storm water permitting, temporary stormwater routing needs, and easement needs.	8.0	8.0		
2.3	Detail selected alternatives and related cost estimates	8.0	8.0		
2.4	Prepare a PowerPoint presentation of selected alternatives for consideration by the CoF, HOA, and permitting agencies.	8.0	8.0		
3.0	Final Design				
3.1	Adjust scope/fee/schedule based on input/results from above meetings.	4.0	4.0		
3.2	Complete final design and prepare construction documents.	48.0	8.0		40.0
4.0	Project Management				
4.1	Coordination Meetings	18.0	18.0		
4.2	Quality Control	4.0	4.0		
4.3	Project Management	4.0	4.0		

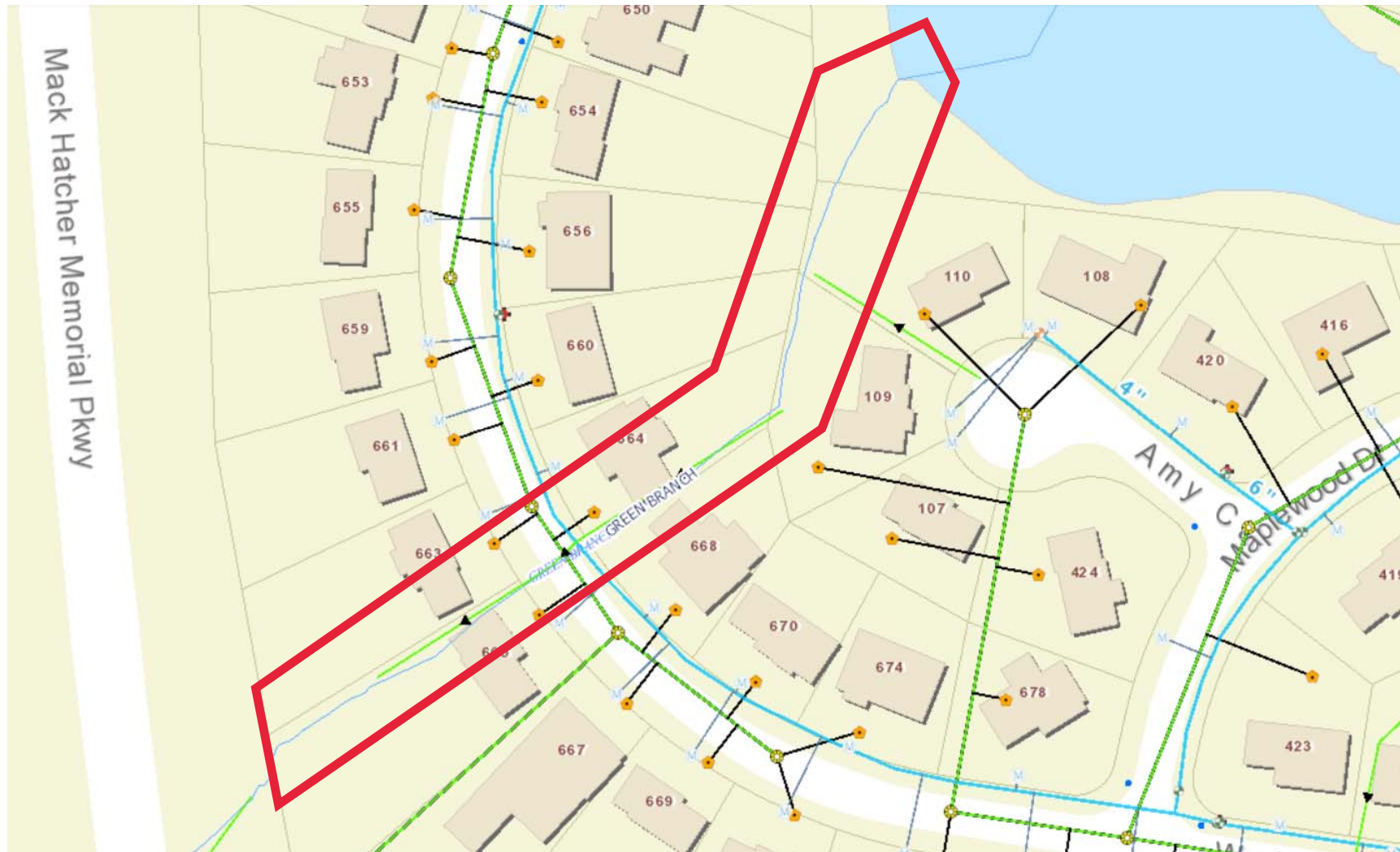
COF 2016-0320
Attachment A
PG 2 of 5

4.3	Bidding Assistance	28.0	8.0		20.0
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COF 2016-0320
Attachment A
PG 3 of 5

Watson Branch Culvert Replacement

COF 2016-0320
Attachment A
PG 4 of 5



Watson Branch Culvert Replacement

COF 2016-0320
Attachment A
PG 5 of 5



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0325**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **ALFRED BENESCH AND COMPANY** 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:

SR96W Multiuse Trail (Vera Valley Dr. to 5th Ave North)

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of ONE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED ELEVEN AND NO/100 DOLLARS (\$121,311.00).

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

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 - 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.
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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.

CONSULTANT

CITY OF FRANKLIN, TENNESSEE

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Eric S. Stuckey

City Administrator

Date: _____

Approved as to Form:

Kristen L. Corn, Assistant City Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

October 17, 2016

Mr. H. Gupta Borra, PE
Traffic Engineer
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Scope and Man-day Estimate to Provide Engineering Services
For SR 96 West Multi-Use Path from Vera Valley Road
To 5th Avenue North in Downtown Franklin, TN

Dear Mr. Borra:

As requested we have completed a scope and man-day estimate to provide professional engineering services for the above named project, we appreciate the opportunity to submit information. We understand our firm will be required to provide preliminary engineering, producing PS&E documents, right-of-way plans, permitting assistance, bidding assistance, and construction documents on the project described above for the City of Franklin. Our sub-consultant, Adams & Company Surveyors will provide the surveying service, Griggs and Maloney will provide the environmental NEPA documentation and TTL, Inc. will provide the geotechnical services should they be required.

Contact Person: Thomas M. Clinard, P.E.
Title: Senior Vice President
Firm Name: Alfred Benesch & Company
Address: 8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
Phone: 615.370.6079
Email: tclinard@benesch.com

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Clinard, P.E.".

Thomas M. Clinard
Senior Vice President

STREET SCOPE OF SERVICES
SR 96 West Multi-use Path – From 5th Avenue to Vera Valley Drive
Alfred Benesch and Company
October 17, 2016

The Scope of Services as detailed below is to provide the City of Franklin “CLIENT” complete Roadway Construction Plans for the proposed SR 96 West Multi-use path from 5th Avenue to Vera Valley Drive. The improvements are anticipated to include the addition of a 10’ multi-use path along the north side of the existing alignment of SR 96. Between 5th Avenue and Glass Street this is anticipated to be behind curb and gutter. From Glass Street to Vera Valley Drive this is anticipated to be an independent alignment. Along with these improvements it is anticipated to include closed drainage associated with the new curb and gutter.

The services to be performed (hereinafter referred to as “Services”) by Alfred Benesch and Company “CONSULTANT” shall be as follows:

Design Phase:

- 1.1 Project Administration and Coordination by the CONSULTANT will involve general project management, field inspections/site visits, and attendance at up to 3 separate progress meetings throughout the duration of the project, monthly conference calls with the City, agency coordination, and overall QA/QC of the deliverables.
- 1.2 Throughout the design phase the CONSULTANT will adhere to the TDOT Local Programs programmatic requirements as prescribed in the Local Government Guidelines for Management of Federal and State Funded Projects. Design plans for each phase of development (Preliminary, ROW, Construction) will be developed in accordance to the format; standards and specifications required by TDOT and further defined in the current version of the TDOT Roadway Design Division – Roadway Design Guidelines and other design guidance provided by TDOT.
- 1.3 The CONSULTANT will develop the necessary documents for completion of the Programmatic or C-List CE and Agency Coordination for the project. See the attached scope to be completed by Griggs and Maloney. Based on initial consultation with TDOT this scope includes completion of an archaeological report and the paperwork necessary for the PCE and Agency Coordination.
- 1.4 The CONSULTANT shall develop PRELIMINARY PLANS for the project based upon the approved alignment. The roadway design parameters for the project will be based upon current versions of the following design guides; “A Policy on Geometric Design of Highways and Streets”, American Association of State Highway and Transportation Officials; “TDOT Standards Specifications for Road and Bridge Construction”; City of Franklin Street Standards. These technical guidelines and specifications shall be followed unless superseded by the standard for the City of Franklin. During the PRELIMINARY PLANS phase of the project, the CONSULTANT will coordinate as necessary with the Tennessee Department of Transportation (TDOT).
- 1.5 Upon review and approval of the PRELIMINARY PLANS by the CLIENT, the CONSULTANT shall assist and attend one (1) Public Meeting with the CLIENT to inform local citizens of the proposed improvement project. Public meeting displays

and a PowerPoint presentation shall also be developed by the CONSULTANT for use in this meeting.

- 1.6 The CONSULTANT shall develop RIGHT-OF-WAY PLANS for the project at the direction of the CLIENT. During this phase the CONSULTANT will develop preliminary quantities and a preliminary estimate of probable cost.
- 1.7 The CONSULTANT shall develop the Deeds and Exhibits for use by the CLIENT in acquiring the additional right-of-way needed for the proposed project.
- 1.8 The CONSULTANT shall develop CONSTRUCTION PLANS for the project as directed by the CLIENT. In addition to the development of the final roadway plans, the CONSULTANT shall develop the required documents to obtain the required environmental permits for the project. All permit fees required will be paid directly by the CLIENT. Upon substantial completion (95%) of the project CONSTRUCTION PLANS by the CONSULTANT, the plans will be submitted for review by the CLIENT. Following receipt of all comments, final CONSTRUCTION PLANS will be completed and submitted for final review by the CLIENT. With the final submittal the quantities for the project will be finalized and the estimate of probable cost will be updated.
- 1.9 The CONSULTANT shall assist the CLIENT through-out the BIDDING phase of the project. This will include supplying the CLIENT with all required documents in Portable Document Format (PDF) suitable for printing. The CONSULTANT shall assist with preparation of the bid notice and advertisement, organize and lead the pre-bid meeting and assist the CLIENT as necessary with opening and evaluating the bids once received.
- 1.10 The CONSULTANT shall assist the CLIENT with organizing and leading the project pre-construction meeting during the Construction Phase of the project.
- 1.11 The CONSULTANT shall provide the CLIENT with final CADD documents for the project. These documents will be the final design documents utilized for Bidding.

Sub Consultants

- 2.1 TTL, Inc. will provide geotechnical services on an as needed basis, including up to eight borings to a depth up to 20 feet or auger refusal, laboratory testing to determine soil properties, stability analysis of existing slopes (if needed), and the preparation of a geotechnical report documenting our findings and recommendations.
- 2.2 Adams and Company Survey will provide the topographic survey and property line information for the project limits. This survey will be performed to TDOT standards and be tied to TDOT State Plane Coordinates.

For clarification and information the following services are specifically not included as part of the SCOPE OF SERVICES as previously described but can be added via a revised scope if deemed necessary by the CLIENT: Transportation Planning Report (TPR), traffic counts or analysis, utility design or relocation plan development, lighting design, signal design, right-of-way negotiation/acquisition services, offsite analysis of the existing drainage system, flood studies, mitigation design, pavement design, Construction Engineering and Inspections (CEI) to TDOT standards, advertisement of bid, printing of City review plans or bid documents, and landscape design.



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

October 10, 2016

Mr. Sammie McCoy P.E., Vice-President
Alfred Benesch & Company
Creeside Crossing III
8 Cadillac Drive, Suite 250
Nashville, Tennessee 37027

**RE: QUOTATION – NEPA DOCUMENTS FOR STATE ROUTE 96 ENHANCEMENT PROJECT
FRANKLIN, TENNESSEE**

Dear Sammie:

Griggs & Maloney, Inc. (G&M) is pleased to provide the following quotation to provide NEPA documentation for the above referenced project. I have reviewed the information you provided and it is anticipated that the project will qualify as a Categorical Exclusion (CE) project with minimal environmental concerns.

G&M will coordinate with TDOT and prepare the NEPA documentation to include the tasks below:

Task 1. Completion of TDOT Agency Coordination Request to include Letters and responses to:

- U.S. Fish & Wildlife Service
- U.S Army Corps of Engineers
- Tennessee Wildlife Resources Agency
- Floodplain Management (FEMA)
- NRCS Soil Map and National Wetland Inventory
- Wetlands and Streams
- Wild & Scenic Rivers
- Air Quality
- Noise
- Section 4(f)
- Section (6f)
- Cultural Resources
- Native American Coordination
- Hazardous Materials
- Environmental Justice

Task 2. Streamline Documentation Checklist for NEPA Programmatic or C List Categorical Exclusion

Task 3. Cultural Resources – Archaeological/Historical workups to include:

- Section 106 National Historic Preservation Act Assessment
- Archaeology (Prehistoric)

Presented below is G&M's estimated cost to conduct the above work:

Task 1:	TDOT Agency Coordination Request Letters and responses	\$ 6,000
Task 2:	Streamline Documentation Checklist	included in Task 1
Task 3:	Cultural Resources – Archaeological/Historical workups	<u>\$ 2,500</u>

Estimated Total NEPA Cost¹	\$ 8,500
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G&M appreciates the opportunity to provide this proposal. If you have any questions or need additional information, please advise.

Sincerely,

GRIGGS & MALONEY, INC.


Steve Maloney

Approved By: _____

Signature

Date

¹ Other than site inspection, field investigations are not anticipated for this project and are not included in the estimated cost. Any field investigations such as jurisdictional waters, archaeological, or threatened and endangered species required by the regulatory agencies would be an added cost.



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

SR 96 West Multi-use Path

From 5th Ave. to Vera Valley Drive

Williamson County

General Comments:

Fee Proposal for adding a 10' multi-use path along one side or the route.

Alfred Benesch & Company

Thomas M. Clinard, PE

8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:

S. McCoy, PE

Date prepared:

10/14/2016

DESIGN MANDAY ESTIMATE



ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
Prepared By: S. McCoy, PE
Date Prepared: 10/14/2016

DESIGN TASKS	
1 Survey Office Work	14.0 MANDAYS
2 Design Development	60.0 MANDAYS
3 Plans Development	26.0 MANDAYS
4 Retaining Wall Concept Plans	3.0 MANDAYS
5 Easement Preparation & Exhibits	4.0 MANDAYS
6 Public Involvement	2.0 MANDAYS
7 Special Displays for Public Meeting	3.0 MANDAYS
8 TDOT Local Program Coordination & Submittals	3.0 MANDAYS
9 Preparation of Project Specifications and Bid Documents	2.0 MANDAYS
10 Preparation for Project Bid	2.0 MANDAYS
11 Organize and Lead Project Pre-Bid Meeting, RFI Response and assist with Bid Evaluation	4.0 MANDAYS
12 Organize and Lead Project Pre-Construction Meeting	2.0 MANDAYS
TOTAL DESIGN MANDAYS	125.0 MANDAYS

☒ Remove X to display instructions.

LABOR RATES

ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 10/14/2016



PERSONNEL	MANDAY RATE
PROJECT MANAGER II (\$128/hr)	\$ 1,024.00
PROJECT ENGINEER II (\$108/hr)	\$ 864.00
PROJECT ENGINEER I (\$92/hr)	\$ 736.00
DESIGNER II (\$78/hr)	\$ 624.00
DESIGNER I (\$72/hr)	\$ 576.00

TOTAL MANDAYS	125.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	45.0 %
RIGHT-OF-WAY PLANS	30.0 %
CONSTRUCTION PLANS	25.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS 45.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % PREL. PLANS	2.3 M.D.	\$ 2,355.20
PROJECT ENGINEER II	16.0 % PREL. PLANS	9.0 M.D.	\$ 7,776.00
PROJECT ENGINEER I	30.0 % PREL. PLANS	16.9 M.D.	\$ 12,438.40
DESIGNER II	30.0 % PREL. PLANS	16.9 M.D.	\$ 10,545.60
DESIGNER I	20.0 % PREL. PLANS	11.3 M.D.	\$ 6,508.80
100.0 %			
TOTALS PRELIMINARY PLANS		56.3 M.D.	\$ 39,624.00
RIGHT-OF-WAY PLANS 30.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % R.O.W. PLANS	1.5 M.D.	\$ 1,536.00
PROJECT ENGINEER II	16.0 % R.O.W. PLANS	6.0 M.D.	\$ 5,184.00
PROJECT ENGINEER I	20.0 % R.O.W. PLANS	7.5 M.D.	\$ 5,520.00
DESIGNER II	30.0 % R.O.W. PLANS	11.3 M.D.	\$ 7,051.20
DESIGNER I	30.0 % R.O.W. PLANS	11.3 M.D.	\$ 6,508.80
100.0 %			
TOTALS RIGHT-OF-WAY PLANS		37.5 M.D.	\$ 25,800.00
CONSTRUCTION PLANS 25.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % CONST. PLANS	1.3 M.D.	\$ 1,331.20
PROJECT ENGINEER II	16.0 % CONST. PLANS	5.0 M.D.	\$ 4,320.00
PROJECT ENGINEER I	20.0 % CONST. PLANS	6.3 M.D.	\$ 4,636.80
DESIGNER II	30.0 % CONST. PLANS	9.4 M.D.	\$ 5,865.60
DESIGNER I	30.0 % CONST. PLANS	9.4 M.D.	\$ 5,414.40
100.0 %			
TOTAL MANDAYS CONSTRUCTION PLANS		31.3 M.D.	\$ 21,568.00
TOTAL LABOR COSTS			\$ 86,992.00

☒ Remove X to display instructions.

**DESIGN DIRECT EXPENSES**

ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
Prepared By: S. McCoy, PE
Date Prepared: 10/14/2016

Reproduction Costs:					Item Subtotal	Item Total Cost
Item Description		Number / Unit		Unit Price		
	Photo-copies	0		\$ 0.10	\$ -	
	Full size bond	0		\$ 1.00	\$ -	
	Half size bond	0		\$ 1.00	\$ -	
	Full size vellum	0		\$ 3.00	\$ -	
	Half size vellum	0		\$ 10.00	\$ -	
	Color Printing	0		\$ 0.73	\$ -	
						\$ -
Travel:						
Number of Trips		No. of Miles/No. of People		RATE *		
Per Diem (75%)				\$ 0.00 Per Day	\$ -	
Per Diem				\$ 0.00 Per Day	\$ -	
Transportation		X 70.00 Miles	X	\$ 0.55 Per Day	\$ -	
Lodging				\$ 0.00 Per Person	\$ -	
						\$ -
Other Expenses:						
Sub-Consultants				Unit Price		
Griggs and Maloney, Inc. (Agency Coordination, NEPA CE, Cultural)				\$ 8,500.00	\$ 8,500.00	
Adams and Company Surveyors (field work & deed research)				\$ 16,518.56	\$ 16,518.56	
TTL, Inc.				\$ 9,300.00	\$ 9,300.00	
						\$ 34,318.56
TOTAL DIRECT EXPENSES						\$ 34,318.56

DIRECT EXPENSES PRELIMINARY PLANS	\$ 25,018.56
DIRECT EXPENSES ROW PLANS	\$ 9,300.00
DIRECT EXPENSES CONSTRUCTION PLANS	\$ -

FEE PROPOSAL

ROUTE: SR 96 West Multi-use Path
 DESCRIPTION: From 5th Ave. to Vera Valley Drive
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 10/14/2016

**Preliminary Design**

Labor	=	\$	39,624.00
Direct Expense	=	\$	25,018.56
Total Preliminary Plans	=	\$	64,642.56

Right-of-Way Design

Labor	=	\$	25,800.00
Direct Expense	=	\$	9,300.00
Total Right-of-Way Plans	=	\$	35,100.00

Construction Design

Labor	=	\$	21,568.00
Direct Expense	=	\$	-
Total Construction Plans	=	\$	21,568.00

Totals

Labor	=	\$	86,992.00
Direct Expense	=	\$	34,318.56
Total Project	=	\$	121,310.56

Total Lump Sum Fee:	\$ 121,310.56
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