



# City of Franklin

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

## Meeting Agenda Capital Investment Committee

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Thursday, August 27, 2015

3:00 PM

Board Room

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### Call To Order

### Approval of Minutes

1. [15-0792](#) Approval of Minutes from July 23, 2015
2. [15-0680](#) Consideration of Amendment No. 4 to Add Construction Administration and Resident Project Representative Services to the Professional Services Agreement (COF Contract No. 2012-0183) with Smith Seckman Reid, Inc. for the Design of the Water Treatment Plant Modifications (08/27/15 CIC 3-0)

**Attachments:** [Amendment No 4 to COF 2012-0183 SSR-CA & RPR.doc](#)  
[Amendment No 4 COF 2012-0183 Exhibit A Proposal WTP SSR Construction S](#)

3. [15-0719](#) Consideration Of Resolution 2014-71, A Resolution To Authorize The City Administrator Or The City Administrator's Designee To Execute Master Agreements, Cooperative Agreements, Right Of Way Certifications, Project Certifications, Utility Agreements, And Any Amendments Thereto With Outside Utility Districts On Behalf Of The Board Of Mayor And Alderman Without First Seeking Approval From The Board Of Mayor And Aldermen (08/27/15 CIC 3-0)

**Sponsors:** Engineering and Parks

**Attachments:** [RES 2014-71 Authorization to execute agreements or additional services with u](#)

4. [15-0744](#) Consideration of PSA with Barge Waggoner Sumner & Cannon, Inc., for Aspen Grove Intersection Improvements Project (COF Contract 2015-0196) (08/27/15 CIC 3-0)

**Attachments:** [Aspen Grove and Seaboard Scope and Fee \(Rev 1\).pdf](#)  
[COF 2015-0196 PSA BWSC Intersection Improvements.pdf](#)

5. [15-0746](#) Consideration of a Request for Water Availability Approval for 139 Spencer Creek Rd (Map 52, Parcel 12) (08/27/15 CIC 3-0)

**Sponsors:** Paul Holzen

**Attachments:** [Doty Water Line Map.pdf](#)  
[Doty Water Line Application.pdf](#)

6. [15-0748](#) Consideration of a Request for Sanitary Sewer Availability Approval for 1375 Caroline Cir (MAP 890 PARCEL 02000) (08/27/15 CIC 3-0)
- Attachments:** [1375 Caroline Circle - Availability Request Form.pdf](#)  
[1375 Caroline Circle Map.pdf](#)
7. [15-0752](#) Consideration of Change Order No. 2 (FINAL) to the Construction Contract (COF Contract No. 2012-0145) with Brown Builders, Inc. for the Intersection of State Route 252 (Wilson Pike) and McEwen Drive Project for a time extension and cost DECREASE of \$200,469.88 (08/27/15 CIC 3-0)
- Sponsors:** Engineering
- Attachments:** [McWilson\\_CONST\\_CO2\\_SIGNED.pdf](#)  
[McWilson\\_CONST\\_PMT16.pdf](#)
8. [15-0762](#) Consideration of Resolution 2015-71, A Resolution Reallocating \$20,925.00 in Unspent Funds from the Intersection of State Route 252 (Wilson Pike) and McEwen Drive Construction Project (COF Contract No. 2012-0145) to the Streets Department Stormwater Division FY2016 Annual Operations Budget (08/27/15 CIC 3-0)
- Sponsors:** Engineering
- Attachments:** [Estimate\\_Restoration.pdf](#)  
[Estimate\\_Hydroseeder.pdf](#)  
[Res 2015-71 Reallocating Funds from COF 2012-0145.pdf](#)
9. [15-0761](#) Consideration of a Professional Services Agreement (COF Contract No. 2015-0284) with Barge Waggoner Sumner & Cannon, Inc. for the Development of Street Lighting Standards for a Lump Sum Fee of \$43,500.00 (08/27/15 CIC 3-0)
- Sponsors:** Engineering
- Attachments:** [COF 2015-0284\\_StreetLightingStandards\\_PSA\\_AttachmentA.pdf](#)  
[COF 2015-0284 PSA BWSC Standards Development Final.pdf](#)
10. [15-0764](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0075) with OHM Advisors for the Bobby Drive Water Line Improvements Project for an INCREASE cost of \$25,500.00 (08/27/15 CIC 3-0)
- Sponsors:** Engineering
- Attachments:** [COF 2015-0075 PSA Amendment1 BobbyDriveWaterMain ExhibitA.pdf](#)  
[COF 2015-0075 Amendment No 1 with OHM.pdf](#)

11. [15-0765](#) Consideration of Amendment No. 1 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 Improvements Project at a cost INCREASE of \$11,810.00 (08/27/15 CIC 3-0)
- Sponsors:** Engineering
- Attachments:** [COF 2014-0177 PSA Amendment1 GooseCreekSewer ExhibitA.pdf](#)  
[COF 2014-0177 Amend 1 Hethcoat & Davis Final.pdf](#)
12. [15-0779](#) Consideration of Ordinance 2015-44, An Ordinance to Set New Speed Limits on Carothers Parkway, South Carothers Road, and Connector Road Upon Completion of the Carothers Parkway South Extension Construction Projection (08/27/15 CIC 3-0; 9/8/15 BOMA 1st Reading 7-0); SECOND AND FINAL READING
- Sponsors:** Engineering
- Attachments:** [Ordinance2015-44\\_SpeedLimit\\_CarothersSouth\\_ExhibitsABC.pdf](#)  
[Ord 2015-44 Speed Limits Carothers Pkwy South FINAL.pdf](#)
13. [15-0506](#) Consideration of Resolution 2015-32, "A Resolution to Amend the City's Policy on Water and Sanitary Sewer Availability." (05/28/15 CIC, 08/27/15 CIC 3-0; 09/08/15 AND 9/22/15 WS)
- Sponsors:** Paul Holzen
- Attachments:** [Res 2015-32 Policy on Water and Sewer Availability 1992.pdf](#)  
[Res 2015-32 Water and Sewer Availability Policy.doc](#)  
[Res 2015-32 Standard Annexation Agreement LA.doc](#)
- Legislative History**
- |         |                              |                                              |
|---------|------------------------------|----------------------------------------------|
| 5/28/15 | Capital Investment Committee | referred to the Capital Investment Committee |
|---------|------------------------------|----------------------------------------------|
14. [15-0666](#) Discussion Concerning the Cities Policy on Water and Sanitary Sewer Availability (Deferred from 07/23/15 CIC)
- Sponsors:** David Parker and Paul Holzen
- Attachments:** [Policy on Water and Sewer Availability 1992.pdf](#)
- Legislative History**
- |         |                              |                                              |
|---------|------------------------------|----------------------------------------------|
| 7/23/15 | Capital Investment Committee | referred to the Capital Investment Committee |
|---------|------------------------------|----------------------------------------------|
15. [15-0766](#) Transportation Projects Status Report
- Sponsors:** Engineering
16. [15-0767](#) Water and Sewer Projects Status Report
- Sponsors:** Engineering

17.    [15-0768](#)            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.

**AMENDMENT NO. 4 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR WATER TREATMENT PLANT MODIFICATIONS  
COF Contract No 2012-0183**

THIS Amendment is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **City of Franklin, Tennessee** ("City") and **Smith Seckman Reid, Inc. (SSR)** ("Consultant").

**WITNESSETH:**

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement (COF Contract No 2012-0183) ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Water Treatment Plant Modifications ("Project"), dated the 27<sup>th</sup> day of November, 2012; and

**WHEREAS**, the City approved Amendment No 1 to the Consultant's Professional Services Agreement (COF Contract No 2012-0183) on June 25, 2013, for the engineering design services for an upgrade to the Raw Water Intake and Pump Station for the Water Treatment Plant; and

**WHEREAS**, the City approved Amendment No. 2 to the Consultant's Professional Services Agreement (COF Contract 2012-0183) on January 14, 2014, for the design, bid and installation of the interim Ultraviolet (UV) disinfection treatment upgrade to meet Environmental Protections Agency's (EPA) imposed deadline of September 30, 2014, for adherence EPA's Long Term Surface Treatment Rule (LT2 Rule); and

**WHEREAS**, the City approved Amendment No. 3 to the Consultant's Professional Services Agreement (COF Contract 2012-0183) on May 4, 2015, for the pre-selection process of the hollow fiber membrane filtration system (Membrane) and the design efforts needed for the inclusion of other alternative treatment solutions, such as the Advanced Oxidation Process (AOP), selected by staff to better enhance the capabilities upgrade of the Water Treatment Plant; and

**WHEREAS**, the design of the Water Treatment Plant has been completed and advertised for construction bids with the receipt of bids scheduled for August 4, 2015, with the anticipation of an award of a construction contract at the City's Board of Mayor and Aldermen meeting August 25, 2015; and

**WHEREAS**, the City desires to employ the Consultant for its involvement of the Project during construction for Construction Administration (CA) and Resident Project Representative (RPR) Services; and

**WHEREAS**, the Consultant has prepared and submitted a proposal to add to their Agreement for the Water Treatment Plant Modifications the CA and RPR services (see

Exhibit A) during the construction period of the Project in the amount of **One Million Two Hundred Forty-Four Thousand Eighty and No/100 Dollars (\$1,244,080.00)**.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the design services as described in **Exhibit A**. Exhibit A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **One Million Two Hundred Forty-Four Thousand Eighty and No/100 Dollars (\$1,244,080.00)** for the Services as described in Exhibit A based on the time spent for the Services and the hourly rates included as part of Exhibit A.
4. 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, as further described below: 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. The parties agree to use The Old Farmer's Almanac, Nashville International Airport (<http://www.almanac.com/weatherhistory/oneday.php?month=2&day=21&year=2007&number=723270&wban=13897>) to determine whether weather conditions constitute a force majeure. If, on a particular date, thunder, tornadoes and fog are recorded, or if total precipitation exceeds one half inch, then it shall constitute a force majeure.
5. Equal Employment Opportunity. In connection with this Amendment and the project, CLIENT and CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. CLIENT and CONSULTANT will take affirmative action to ensure that CONSULTANT is employed and that 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. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

6. Title VI – Civil Rights Act of 1964. CLIENT 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. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

7. Conflicts of Interest. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this AGREEMENT. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

8. Notices. Any notice provided pursuant to the Amendment, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Amendment may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the CLIENT:

City of Franklin  
Attn: David Parker  
109 Third Ave. South  
P.O. Box 305  
Franklin, TN 37065-0305  
(615) 550-6660  
[davidp@franklintn.gov](mailto:davidp@franklintn.gov)

In the case of CONSULTANT:

Smith Seckman Reid, Inc.  
Attn: Bo Butler  
2995 Sidco Drive  
Nashville, TN 37204  
(615) 460-0515  
[BButler@SSR-Inc.com](mailto:BButler@SSR-Inc.com)

9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the 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.

10. 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.

11. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreements, or any other contract, agreement or other document to which the Amendment may accompany or incorporate by reference, the provisions of this Agreement 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. All other provisions on the Agreement dated November 27, 2012, Amendment No. 1 dated June 15, 2013, Amendment No. 2 dated January 14, 2014, and Amendment No. 3 dated May 4, 2015, are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

**Smith Seckman Reid, Inc.**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

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**Eric S. Stuckey**  
City Administrator

**Approved as to form:**

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**Shauna R. Billingsley**  
City Attorney



July 21, 2015

Exhibit A  
Amendment No. 4  
COF Contract No. 2012-0183  
Page 1 of 3

Mr. David Parker, P.E.  
City Engineer  
P.O. Box 305, City Hall  
Franklin, Tennessee 37065

**Re: City of Franklin Water Treatment Plant  
Construction Phase Services**

Dear Mr. Parker:

As you are aware, the Water Treatment Plant project was advertised on June 21 and is currently scheduled to be publicly bid on August 4. We are very thankful to have been able to provide engineering design services on this project, and look forward to seeing new facility become a reality.

As we look forward to the construction phase, we also look forward to the continuation of our involvement with this project for Construction Administration (CA), and Resident Project Representative Services (RPR).

Our CA services would envelop all engineering disciplines involved with the project. Services would include, but are not necessarily limited to the following CA tasks; scheduling and conducting progress meetings, response to Contractor RFI's, issuance of field orders, review of shop drawings, contractor payment request review, project change order documentation, coordination of startup services with project equipment, and the production of close out documentation related to the project including record drawing production.

RPR for the project would include the daily presence of a resident project engineer (PE) on site during all construction activities. The resident project engineer would produce daily activity logs and serve as the primary link between the contractor and the CA and Owner staff.

Our billing for the above services will be hourly based upon the attached rate sheet and breakdown. The construction contract timeline is estimated to run approximately 24 months. Our CA services are estimated to cover approximately 26 months to allow for pre-construction and close-out activities. The RPR services are estimated to cover the entire 24 month construction period. Should an increase in the estimated fee ceiling be required for a reason such as a timeline extension past the anticipated estimate, or if additional services are requested during the course of the work, we will continue our services at the hourly rates provided upon written authorization from the City to do so.

The estimated fee ceiling for the work as we understand it is \$1,244,080.00. This amount represents a CA budget of \$542,080.00, RPR budget of \$676,000.00, and an estimate of reimbursable expenses of \$26,000.00 for travel (mileage) and printing during the construction phase.

Additional surveying, geotechnical, or testing work is considered to be outside our scope of services and is not included within our estimated fee ceiling. We will be happy to aid in the coordination of these services as part of our proposed fee should the City request us to do so. It is also our expectation that the areas of proposed work are clean of all environmental and archaeological issues at this time. We have not included assessments of this type within our scope of services.

As always we appreciate the opportunity to serve the City of Franklin, Tennessee. If you have any questions or concerns regarding this request please don't hesitate to call me at (615)460-0522.

Sincerely,

**SMITH SECKMAN REID, INC.**



Andrew T. Johnson, P.E.

Cc: JHB, JAG, File (1)

| FRANKLIN WTP<br>Construction Phase Services                   |              | TASK                                                  |        | CA                              | RPR         |
|---------------------------------------------------------------|--------------|-------------------------------------------------------|--------|---------------------------------|-------------|
|                                                               |              | 1: CA                                                 | 2: RPR |                                 |             |
| CIVIL/ENVIRONMENTAL                                           |              | Avg. Hours Per Week During<br>Construction Activities |        | Active Weeks Projected (24 mo.) |             |
|                                                               | 2015/16 RATE |                                                       |        | 112                             | 104         |
| Senior Principal                                              | \$225        | 1                                                     | 0      | \$25,200                        | \$0         |
| Principal                                                     | \$200        | 0                                                     | 0      | \$0                             | \$0         |
| Project Manager/ Sen. Engineer                                | \$180        | 4                                                     | 0      | \$80,640                        | \$0         |
| Senior Engineer                                               | \$150        | 18                                                    | 0      | \$302,400                       | \$0         |
| Engineer II                                                   | \$125        | 0                                                     | 0      | \$0                             | \$0         |
| Engineer Intern                                               | \$100        | 4                                                     | 0      | \$44,800                        | \$0         |
| Senior Designer II (MEP)                                      | \$140        | 2                                                     | 0      | \$31,360                        | \$0         |
| Senior Designer I (Civil)                                     | \$125        | 3                                                     | 0      | \$42,000                        | \$0         |
| Designer                                                      | \$100        | 0                                                     | 0      | \$0                             | \$0         |
| Clerical                                                      | \$70         | 2                                                     | 0      | \$15,680                        | \$0         |
| Resident Project Engineer                                     | \$125        | 0                                                     | 52     | \$0                             | \$676,000   |
| Resident Project Representative                               | \$90         | 0                                                     | 0      | \$0                             | \$0         |
|                                                               |              | 34                                                    | 52     | \$542,080                       | \$676,000   |
| CA Fee includes Civil, MEP, I&C, Architectural and Structural |              |                                                       |        |                                 |             |
| Hourly Maximum Fee Ceiling                                    |              |                                                       |        |                                 | \$1,218,080 |
|                                                               |              |                                                       |        |                                 |             |
| Projected Reimbursable Expenses                               |              |                                                       |        |                                 | \$26,000    |
|                                                               |              |                                                       |        |                                 |             |
| Total Maximum Fee Ceiling                                     |              |                                                       |        |                                 | \$1,244,080 |

## **RESOLUTION 2014-71**

### **A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR OR THE CITY ADMINISTRATOR'S DESIGNEE TO EXECUTE MASTER AGREEMENTS, COOPERATIVE AGREEMENTS, RIGHT OF WAY CERTIFICATIONS, PROJECT CERTIFICATIONS, UTILITY AGREEMENTS, AND ANY AMENDMENTS THERETO WITH OUTSIDE UTILITY DISTRICTS ON BEHALF OF THE BOARD OF MAYOR AND ALDERMAN WITHOUT FIRST SEEKING APPROVAL FROM THE BOARD OF MAYOR AND ALDERMEN**

**WHEREAS**, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City) found by Resolution 2012-05, approved February 14, 2012, that it is in the best interests of the City to authorize the City Administrator to enter into agreements on behalf the City for the purchase of goods and services, including offers or intent to offer in the amount of twenty-five thousand dollars (\$25,000.00) or less without seeking prior approval from the Board of Mayor and Alderman; and

**WHEREAS**, the City has facilities that require various utility service agreements with outside utility districts or cooperatives in order to complete the construction, alteration, or installation of the facility and to be able to place the facility into operation; and

**WHEREAS**, from time to time, master agreements, program supplemental agreements, cooperative agreements, right-of-way certifications, project certifications, and other similar agreements need to be executed or eliminated before approved funds can be claimed or paid; and

**WHEREAS**, the BOMA recognizes the importance of strengthening internal controls and wishes to authorize the City Administrator or the City Administrator's designee to execute such agreements, certifications, and any amendments thereto as long as the overall project budget that includes the needed agreements, contracts or certifications has had prior BOMA approval; and

**WHEREAS**, the Law Department shall review all agreements, contracts and certifications mentioned within this Resolution prior to any signature by any City employee; and

**WHEREAS**, the BOMA believe that removing approval of certain agreements, contracts and certifications from the BOMA's agenda provides for more expedient conduct of City business; and

**WHEREAS**, the BOMA of the City desires to move towards the most effective administration of City business as practical.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that the City Administrator or the City Administrator's Designee are hereby authorized to execute master agreements, cooperative agreements, right-of-way certifications, project certifications, and utility service agreements with outside utility districts or

cooperatives with the amount of such agreements not to exceed \$25,000 as needed to be executed or eliminated without first seeking BOMA approval when BOMA has previously approved the expenditure of funds needed for the project.

**IT IS SO RESOLVED AND DONE** on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSE**

**By:** \_\_\_\_\_

**Eric S. Stuckey**  
**City Administrator**

**By:** \_\_\_\_\_

**Dr. Ken Moore**  
**Mayor**

**Approved as to Form**

**By:** \_\_\_\_\_

**Kristen L. Corn, Assistant City Attorney**

**Via Email: paul.holzen@franklintn.gov**

May 13, 2015

Paul Holzen, PE  
City Engineer  
City of Franklin  
109 3rd Avenue North  
Franklin, TN 37064

**RE: Aspen Grove Drive and Seaboard Lane Intersection Improvements  
Franklin, TN**  
**Subject: Scope of Work and Compensation for Analysis and Design (Revision 1)**

Dear Paul:

I am writing to provide information with regard to Barge Waggoner Sumner and Cannon, Inc. (BWSC) providing engineering services for the above referenced project. Following is a description of our project understanding, scope of services and compensation for the project:

**PROJECT UNDERSTANDING**

The intersection of Aspen Grove Drive and Seaboard Lane is currently a four-legged all-way stop control intersection. Aspen Grove Drive forms the east leg of the intersection. Seaboard Lane forms the north leg of the intersection. The west and south legs of the intersection serve as access points to the Wyndchase and Park Side apartments, respectively. The northbound and eastbound approaches each include a single lane. The southbound approach includes one left turn lane and one shared through/right turn lane. The westbound approach includes one shared left turn/through lane and one right turn lane with a small amount of channelization.

The intersection currently experiences significant volumes between Aspen Grove Drive and Seaboard Lane with respectively minor volumes to and from the two apartment complex's. This results in a significant southbound left turn movement from Seaboard Lane to Aspen Grove Drive and reciprocal westbound right turn from Aspen Grove Drive to Seaboard Lane. These volumes and patterns are fairly constant throughout the day, elevating during peak periods. During peak periods this results in significant delay and queueing on the southbound and westbound approaches.

As is common with all-way stop control intersections with these conditions, without strict enforcement, the effectiveness of stop control erodes, resulting in safety and operational concerns. Countermeasures other than enforcement to these conditions include modifying the intersection control, such as a traffic signal or roundabout.

The purpose of this project is to evaluate these two options, including conceptual designs and probable costs for each. The roundabout option will include analysis of modern and mini roundabout concepts. Full survey and design will be provided for the selected option as well as bidding assistance and construction phase services.

## **SCOPE OF WORK**

BWSC proposes the following Scope of Services based on the project understanding described above:

### **Task 1 – Survey**

BWSC will provide topographic survey for design purposes of the subject intersection including right-of-way, utilities, and identification of adjacent property owners and easements.

### **Task 2 – Analysis**

BWSC will provide analysis of three alternative intersection controls for the subject intersection. These include signalization, a modern roundabout and a mini-roundabout. These analyses will include the following:

- Collaboration with City staff throughout the analysis process.
  - Collection of peak-hour turning movement counts and 24-hour tube counts at the intersection;
  - Development of projected / design volumes based on growth rates and future development information provided by the City;
  - Capacity/LOS analysis for each option including signal warrant for the traffic signal option;
  - Design concepts for each including laneage and geometric recommendations;
  - Probable construction and life cycle costs for each option;
- Please note: In providing an opinion of costs, the City understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or a Contractor's method of pricing, and that BWSC's opinion of costs are made on the basis of BWSC's professional judgment and experience. BWSC makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from what is provided.
- A memo report of the analysis results, one meeting with staff to discuss the results and one presentation of the results to the Board of Mayor and Alderman.

### **Task 3 – Design**

BWSC will coordinate with City staff throughout the design phase. BWSC will provide design documents suitable for bidding for the selected option. These designs will be based on current City and State standards as well as current best practices for the selected option. This will include design of selected roadway and traffic control improvements, including necessary storm drainage and utility relocations to accomplish the proposed improvements. Limited coordination with utility owners will be provided, as needed, to facilitate make ready work and/or relocations.

Preliminary, ROW and Final Design Phase documents will be prepared. Digital and hard copies will be provided to the City for each phase for review. This scope and fee assumes one review cycle and plan revision for each phase.

An allowance for roadway lighting and landscape design associated with the roundabout option has been provided. This would include non-decorative lighting at only the intersection and limited soft-scape landscaping and irrigation treatment at the roundabout.

~~**Task 4 – Bidding Assistance**~~

~~BWSC will provide bidding assistance to City staff. This will include preparation of a project manual, attendance and participation at pre-bid and bid-opening meetings, providing responses to contractor questions and bid tabulation review of responsive bids.~~

~~**Task 5 – Construction Administration**~~

~~BWSC will provide limited construction administration for the project, as needed. This includes responses to requests for information, material submittal review and up to three field visits during construction, as needed.~~

~~Not included is daily construction oversight or inspection; however, these services can be provided by BWSC, if needed.~~

**COMPENSATION**

Compensation for the services described is as follows:

| Task         | Description                            | Fee Type        | Fee                           |
|--------------|----------------------------------------|-----------------|-------------------------------|
| 1            | Survey                                 |                 | \$13,500.00                   |
| 2            | Analysis                               |                 | \$15,000.00                   |
| 3            | Design                                 |                 | \$45,500.00                   |
| <del>4</del> | <del>Bidding Assistance</del>          |                 | <del>\$8,750.00</del>         |
| <del>5</del> | <del>Construction Administration</del> |                 | <del>\$8,250.00</del>         |
| <b>TOTAL</b> |                                        | <b>Lump Sum</b> | <b><del>\$92,000.00</del></b> |

Individual task amounts are shown for budgeting purposes only, amounts may be reallocated among tasks as needed.

**ADDITIONAL SERVICES**

BWSC expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined in the Scope of Work. Services other than those described will constitute additional services. Additional services shall not be provided until agreed to by BWSC and the City. Additional services can be provided for an additional lump sum amount or hourly based on BWSC's hourly rates.

**EXCLUSIONS:**

The following excluded services can be provided as an additional service with an appropriate adjustment in fees:

- Record drawing preparation based upon markups prepared by the general contractor;
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.);

- Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase;
- Preparation of multiple, separate construction contract packages other than those described;
- Intersection renderings;
- Retaining wall design;
- Wetlands and stream permitting;
- Environmental studies and permitting and other environmental reports, unless noted;
- Construction staking.
- Geotechnical and Pavement Design Services;
- Right-of-Way Coordination.

We appreciate the opportunity to serve you on this project. If you have questions or need additional information please contact me.

Sincerely,

**Barge Waggoner Sumner and Cannon, Inc.**



Daniel J. Spann, P.E., PTOE  
Transportation Director

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No 2015-0196**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Barge Waggoner Sumner & Cannon, Inc (BWSC)**, hereinafter referenced as Consultant, who mutually agree as follows:

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

**Aspen Grove Intersection Improvements Project**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering, survey services and other related technical services for the Project in accordance with the Scope of Work. The Scope of Work as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the fee schedule as contained in **Attachment A for Tasks 1, 2, and 3** in an amount not to exceed **SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$74,000.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the  
\_\_\_\_\_ Day of September, 2015.**

BY: \_\_\_\_\_  
Consultant's Signature  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney

## **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 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. However, nothing in this Article shall prevent Consultant from engaging

independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 contract 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 **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.

6.3 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 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 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 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 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**  
The 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](http://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, the City and the Consultant shall not discriminate against any employee or applicant for employment because

of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.3 NO THIRD PARTY RIGHTS CREATED. 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 the City and the Consultant.

- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by 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.

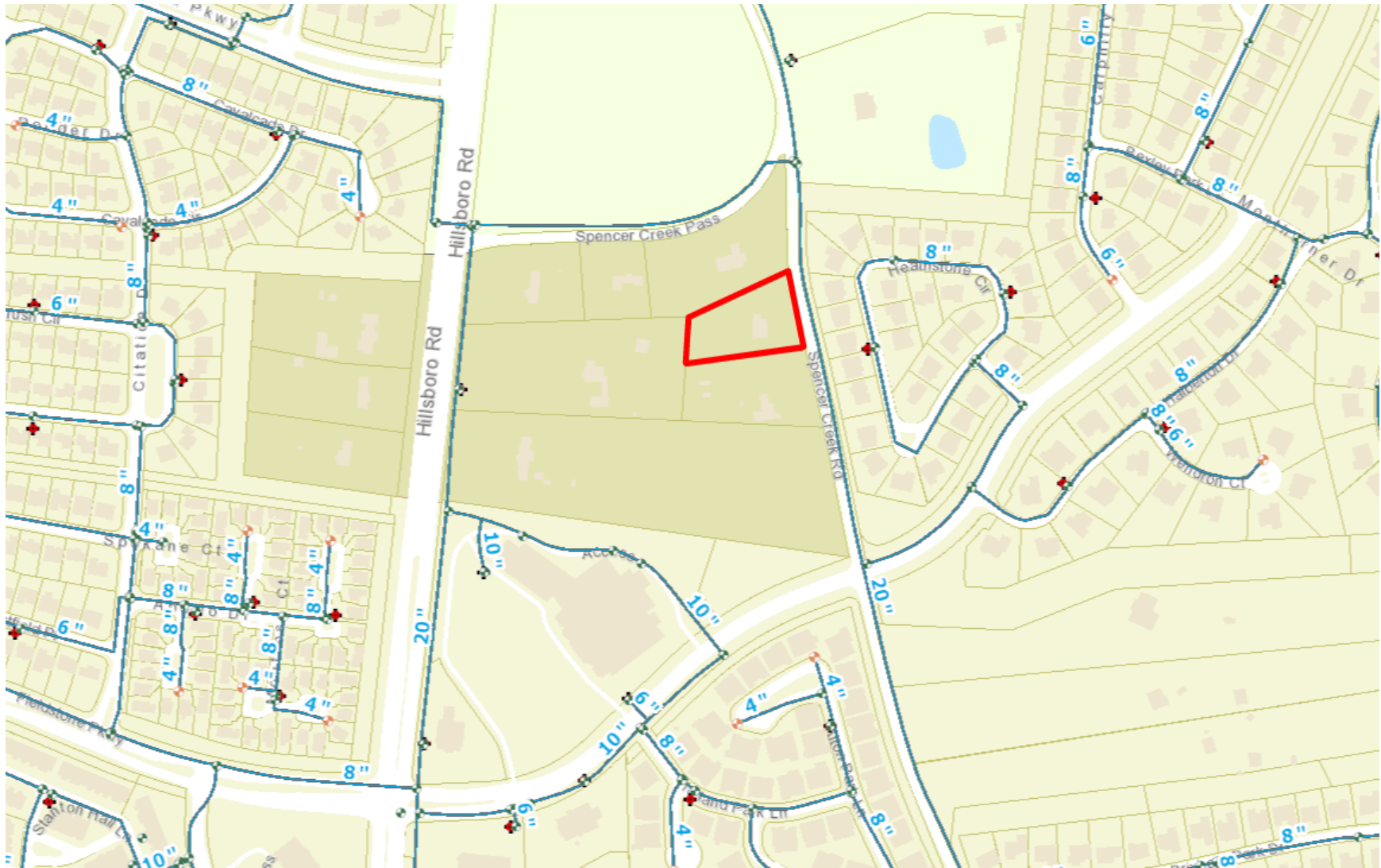
**ARTICLE 12. DISPUTE RESOLUTION, BREACH.**

- 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.

## 139 Spencer Creek Rd



## 139 Spencer Creek Rd



### Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

|                                                                                                |       |                                                                                                           |  |
|------------------------------------------------------------------------------------------------|-------|-----------------------------------------------------------------------------------------------------------|--|
| Type of Availability Requested:                                                                |       | CHECK ALL THAT APPLY: <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer |  |
| Project Name (If Applicable)                                                                   |       |                                                                                                           |  |
| Subdivision, Section, Lot                                                                      |       |                                                                                                           |  |
| Map & Parcel(s) #                                                                              |       |                                                                                                           |  |
| Property Address                                                                               |       | 139 Spencer Creek Rd. Franklin, TN 37069                                                                  |  |
| City Project # (If Applicable)                                                                 |       |                                                                                                           |  |
| Applicant's Name & Company                                                                     |       | Lois B. Jeffery Doty                                                                                      |  |
| Applicant's Address                                                                            |       | 139 Spencer Creek Rd. Franklin, TN 37069                                                                  |  |
| Applicant's Email & Phone #                                                                    |       | haljefferyiv@gmail.com (727) 207-8639                                                                     |  |
| Anticipated Water Meter Size(s)<br>(see chart on pg. 3).                                       |       | 3/4 inch                                                                                                  |  |
| <b>Sewage Flow Calculations:</b> Use the City of Franklin projected flow examples sheet –pg. 4 |       |                                                                                                           |  |
| <div style="text-align: right;"><i>use additional sheets as necessary</i></div>                |       |                                                                                                           |  |
| Anticipated sewage flows.<br>Information Required for Sewer Service                            |       |                                                                                                           |  |
| FOR OFFICE<br>USE ONLY:                                                                        | SFUE: | Sewage Flow Calculations Reviewed & Approved By:                                                          |  |

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

**Email Application to:** [EngineeringMBX@franklinton.gov](mailto:EngineeringMBX@franklinton.gov)

For additional information or questions please call: 615-791-3218

Date Submitted: 7/20/2015

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

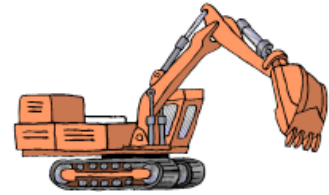
**MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)**

For additional information or questions please call: 615-791-3218

1

# MEMO

TO: Applicant  
FROM: Engineering Department  
DATE: March 19, 2015  
RE: **Request for Water and/or Sewer Availability & Associated Costs**



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map
- Sewage Calculations (*For Development projects only; Individual Single Family Homes are not required to submit these calculations*).

Email Application to: **EngineeringMBX@franklintn.gov**

For additional information or questions please call: 615-791-3218

Additionally, when water and/or sewer plans are submitted for review the final hydraulic analysis of the line/s shall be included with the submittal. Use the City of Franklin standards for flow calculations.

**There is a 30 day maximum turnaround time for the requests. Unless your requests requires Board of Mayor & Aldermen (BOMA) approval then will be notified of the date of the BOMA meeting at which your request will be brought up.**

**The availability is granted based on the following time periods:**

Construction plans are to be prepared and submitted within one year from the granting of availability.

Construction of the water and sanitary sewer improvements shall begin within one and one-half (1 ½) years from the granting of availability.

**Tap Related Fees\*** *Does not include \$25 New Account Set up Fee*

| Fee Description:             | Applicable Utility    | Fee Amount:                                | Calculate Your Fees: |
|------------------------------|-----------------------|--------------------------------------------|----------------------|
| System Development Fee (SDF) | Water & Sewer         | See Charts Below (based on meter size)     |                      |
| Access Fee                   | Water & Sewer         | See Charts Below (based on meter size)     |                      |
| Effluent Disposal Fee (EDF)  | Sewer                 | See Charts Below (based on meter size)     |                      |
| Tap Fee                      | Water & Sewer         | See Charts Below (based on meter size)     |                      |
| Irrigation Fee               | Water & Reclaim Water | See Charts Below (based on meter size)     |                      |
| Fire Sprinkler Fee           | Water (fire)          | \$500 per diameter inch of connection line |                      |

**Utility Permit Related Fees: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:**

***Only applicable if extending the water, sewer or reclaim water main lines.***

| Fee Description         | Applicable Utility           | Fee Amount                                     | Calculate Your Fees: |
|-------------------------|------------------------------|------------------------------------------------|----------------------|
| Utility Permit Fee      | Water, Sewer & Reclaim Water | \$100                                          |                      |
| Plan Review Fee         | Water, Sewer & Reclaim Water | \$300 Water; \$300 Sewer & \$300 reclaim Water |                      |
| Inspection fees:        |                              | Fee Rate & Amount                              | Calculate Your Fees: |
| Water Main Line         |                              | \$1.25/LF Water (minimum \$ 1,000)             |                      |
| Sewer Gravity Main Line |                              | \$2.00/LF (minimum \$1,000)                    |                      |
| Sewer Force Main Line   |                              | \$1.50/LF (minimum \$1,000)                    |                      |
| Reclaim Water           |                              | \$1.25/LF (minimum \$1,000)                    |                      |

**\* All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. \***

*Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.*

*The fees are paid at the Utility Billing Department, Suite 141, City Hall Mall.*

Effective March 1, 2008, the fees and installation costs are as follows:

| WATER      |      |      |           |             |                               |                               |                               |
|------------|------|------|-----------|-------------|-------------------------------|-------------------------------|-------------------------------|
| Meter Size | SFUE | GPM  | SDF       | Access Fees | Irrigation Meter <sup>1</sup> | Tap already made <sup>2</sup> | City to make tap <sup>3</sup> |
| ¾"         | 1    | 12.5 | \$903     | \$1,186     | \$3,150                       | \$315                         | \$756                         |
| 1"         | 13   | 50   | \$3,612   | \$4,746     | \$4,725                       | \$374                         | \$897                         |
| 1 ½"       | 30   | 120  | \$8,619   | \$11,390    | \$6,300                       | \$656                         | \$1,444                       |
| 2"         | 40   | 160  | \$11,558  | \$15,187    | \$7,875                       | \$1,362                       | \$2,223                       |
| 3"         | 88   | 350  | \$25,284  | \$33,222    | \$9,450                       | \$1,581                       | \$3,654                       |
| 4"         | 125  | 500  | \$36,120  | \$47,460    | \$11,025                      | \$2,668                       | \$5,492                       |
| 6"         | 300  | 1200 | \$86,688  | \$113,904   | \$12,600                      | \$4,723                       | \$7,387                       |
| 8"         | 375  | 1500 | \$108,360 | \$142,380   | \$14,175                      | \$10,293                      | \$14,110                      |

| SEWER (Fees are based on water meter size) |      |      |           |             |                       |                               |                               |
|--------------------------------------------|------|------|-----------|-------------|-----------------------|-------------------------------|-------------------------------|
| Meter Size                                 | SFUE | GPM  | SDF       | Access Fees | Effluent Disposal Fee | Tap already made <sup>2</sup> | City to make tap <sup>3</sup> |
| ¾"                                         | 1    | 12.5 | \$1,444   | \$2,100     | \$450                 | \$263                         | \$1,240                       |
| 1"                                         | 13   | 50   | \$5,775   | \$8,400     | \$1,800               | \$263                         | \$1,240                       |
| 1 ½"                                       | 30   | 120  | \$13,860  | \$20,160    | \$4,320               | \$263                         | \$1,240                       |
| 2"                                         | 40   | 160  | \$18,480  | \$26,880    | \$5,760               | \$263                         | \$1,240                       |
| 3"                                         | 88   | 350  | \$40,425  | \$58,800    | \$12,600              | \$263                         | \$1,240                       |
| 4"                                         | 125  | 500  | \$57,750  | \$84,000    | \$18,000              | \$263                         | \$1,240                       |
| 6"                                         | 300  | 1200 | \$138,600 | \$201,600   | \$43,200              | \$263                         | \$1,240                       |
| 8"                                         | 375  | 1500 | \$173,250 | \$252,000   | \$54,000              | \$263                         | \$1,240                       |

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

2- Meter and meter box only

3- Includes the tap, meter and meter box

#### Other Related Information:

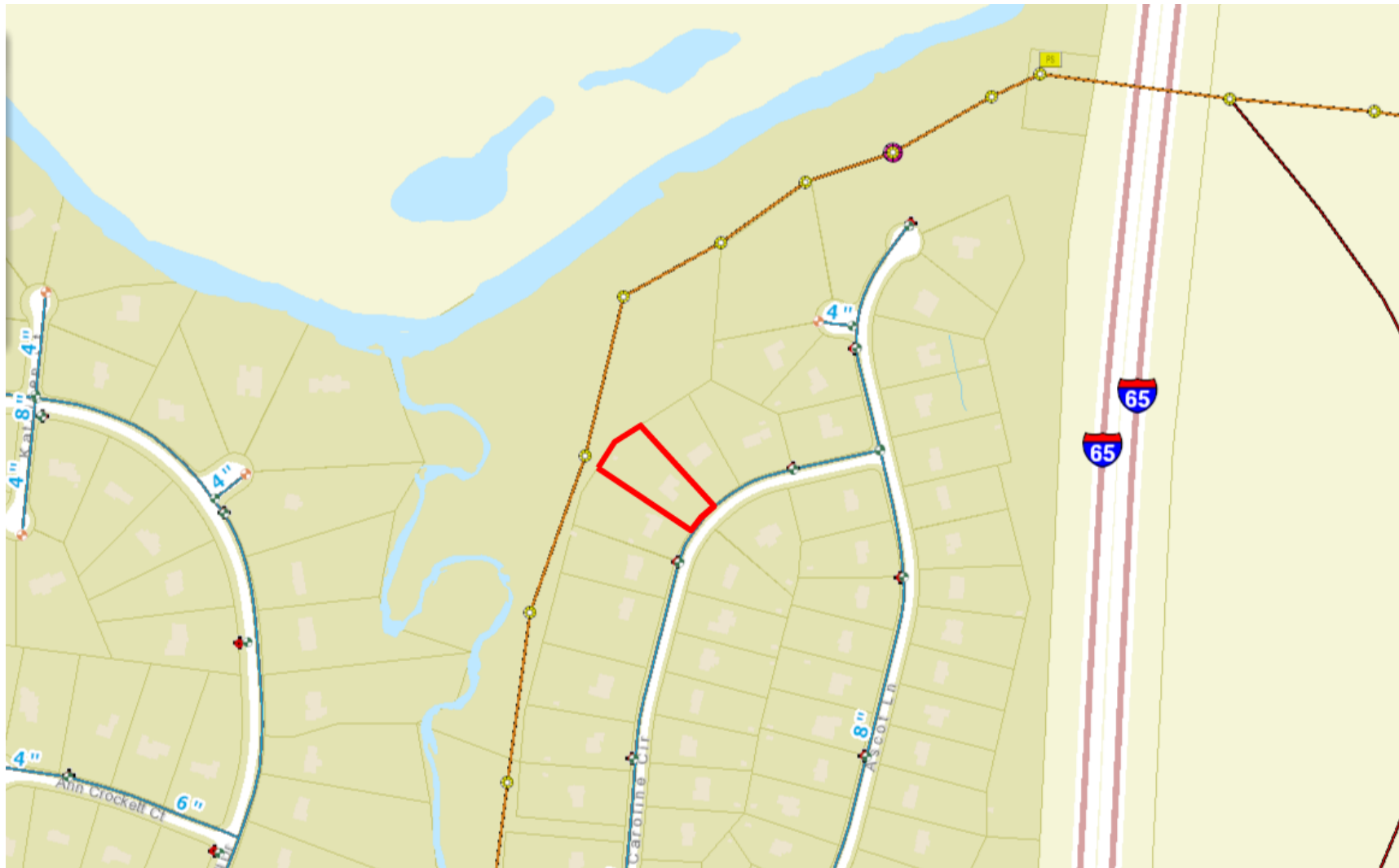
1. **Private Fire Hydrant and Sprinkler Systems** – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.
2. Cost reimbursement for water and sewer lines will not be allowed for improvements constructed, on or offsite, for the sole benefit of the development. Main line extensions greater than what is required to serve the development and are available for use and benefit of the customers of the COF may be eligible for reimbursement of a portion of the cost of construction of said improvements including the cost of easements and rights-of-way.
3. Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
4. No customer shall supply water service to more than one dwelling or premise from a single service line.
5. The Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer.
6. Properties requesting availability that are located outside of the Franklin city limits, but within the Urban Growth Boundary (UGB) will be required to request annexation **prior** to the availability request being reviewed.

If you have any questions concerning this request, contact the City of Franklin Engineering Department at (615) 791-3218 or the Water and Sewer Department at (615) 794-4554.

# Projected Flow Examples

| Drainage Facility                                     | Flow in GPD | Design Units                     |
|-------------------------------------------------------|-------------|----------------------------------|
| Apartments - One Bedroom                              | 250         | per unit                         |
| Apartment - Two Bedroom                               | 300         | per unit                         |
| Apartment - Three Bedroom                             | 350         | per unit                         |
| Mobile Home Parks                                     | 300         | per mobile home space            |
| Single Family Dwelling                                | 350         | per unit                         |
| Assembly Hall (No Food Service)                       | 2           | per seat                         |
| Beauty Shop, Styling Salon                            | 200         | per station                      |
| Bowling Alleys (no food service)                      | 75          | per lane                         |
| Child Care Center                                     | 10          | Per child and adult              |
| Churches (small)                                      | 5           | per sanctuary seat               |
| Churches (large with kitchen)                         | 7           | per sanctuary seat               |
| Contry Clubs                                          | 50          | per member                       |
| Dance Halls (No Food Service)                         | 2           | per person                       |
| Drive- In Theaters                                    | 5           | per car space                    |
| Factories (no showers)                                | 25          | per employee per 8- hour shift   |
| Factories (with showers)                              | 35          | per employee - per 8- hour shift |
| Hotels                                                | 130         | per unit                         |
| Institutions (residents) (with food service)          | 100         | per person                       |
| Laundries (coin- operated)                            | 400         | per standard size machine        |
| Office Buildings                                      | 25          | per employee                     |
| Office/warehouse space                                | 0.1         | per square foot                  |
| Retail Store                                          | 20          | per employee                     |
| Restaurant - Ordinary (not 24- hour)                  | 35          | per seat                         |
| Restaurant - 24- Hour                                 | 50          | per seat                         |
| Restaurant - Bankquet Rooms                           | 5           | per seat                         |
| Restaurant - Along Freeway                            | 100         | per seat                         |
| Restaurant - Tavern (very little food service)        | 35          | per seat                         |
| Restaurant - Curb Service (drive- in)                 | 50          | per car space                    |
| Service Stations                                      | 1000        | Per fuel island                  |
| Shopping Centers (no food service or laundries)       | 0.2         | per sq. ft of floor space        |
| Swimming Pool                                         | 10          | per swimmer                      |
| Youth and Recreation Camps <b>(with food service)</b> | 50          | per person                       |
| Theaters, auditorium type                             | 5           | per seat                         |
| Car Wash - (stand alone)                              | 500         | Per bay                          |
| Hospitals (no residents) (with food service)          | 300         | per bed                          |
| Nursing and Rest Homes (with food service)            | 200         | per patient                      |
|                                                       | 100         | per resident employee            |
|                                                       | 50          | per non- resident employee       |
| Doctors/Dentists                                      | 75          | per doctor                       |
|                                                       | 20          | per employee                     |
|                                                       | 10          | per patient                      |
| Schools - Elementary (with food service)              | 15          | per pupil                        |
| Schools - High and Junior High (with food service)    | 20          | per pupil                        |

## 1375 Caroline Circle



**1375 Caroline Circle**



**Request for Construction Change  
Change Order No. 2 (FINAL)**

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

Contract No. 2012-0145  
Project Intersection of State Route 252 (Wilson Pike)  
and McEwen Drive

Whereas, we BROWN BUILDERS, Inc. entered into an contract with the CITY OF FRANKLIN, on October 27, 2012, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

**Reason for Change Order:**

This project was substantially complete in late 2014. Unfortunately, the final billing was not received, due to a delay by a subcontractor, until late April 2015. After tabulation of all underruns and overruns, there is \$200,469.88 (\$76,975.92 unused Project Contingency and \$123,493.96 line item savings) remaining unspent from the original contract amount of \$1,991,572.82.

Excluding the original Project Contingency of \$150,000.00, this represents an actual project savings of \$50,469.88, or 2.5% of the total contract amount.

This Change Order also includes a contract time extension for substantial completion (to allow for slope stabilization and final clean-up) and for final payment submittal (subcontractor delay).

**Attachments (List documents supporting change):**

Pay Application No. 16, the final pay application, is attached for reference.

| CHANGE IN CONTRACT PRICE:                             |
|-------------------------------------------------------|
| Original Contract Price:                              |
| <b>\$ 1,991,572.82</b>                                |
| Net Increase (Decrease) from previous Change Orders : |
| No. 0 to 1:                                           |
| <b>\$ - 0 -</b>                                       |
| Contract Price prior to this Change Order:            |
| <b>\$ 1,991,572.82</b>                                |
| Net DECREASE this Change Order:                       |
| <b>\$ 200,469.88</b>                                  |
| Contract Price with all approved Change Orders:       |
| <b>\$ 1,791,102.94</b>                                |

| CHANGE IN CONTRACT TIMES:                             |
|-------------------------------------------------------|
| Original Contract Times:                              |
| Substantial Completion: <b>July 8, 2014</b>           |
| Ready for final payment: <b>N/A</b>                   |
| Net change from previous Change Orders No. 0 to 1 to: |
| Substantial Completion: <b>90 Days</b>                |
| Ready for final payment: <b>N/A</b>                   |
| Contract Times prior to this Change Order:            |
| Substantial Completion: <b>October 6, 2014</b>        |
| Ready for final payment: <b>October 31, 2014</b>      |
| Net INCREASE this Change Order:                       |
| Substantial Completion: <b>55 Days</b>                |
| Ready for final payment: <b>174 Days</b>              |
| Contract Times with all approved Change Orders:       |
| Substantial Completion: <b>November 30, 2014</b>      |
| Ready for final payment: <b>April 23, 2015</b>        |

Now, Therefore, We, BROWN BUILDERS, Inc. Contractors, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

  
CITY PROJECT MANAGER

Date: 08/12/2015

ACCEPTED BY:

  
CONTRACTOR (Authorized Signature)

Date: 08/13/2015

APPROVED BY:

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

To (Owner): City of Franklin Project: Intersection of SR252 and McEwen Dr Application No. 16 FINAL  
 109 3rd Avenue South Suite 142 COF # 2012-0145  
 Franklin, TN 37064

Period To: 12/05/14

Contract Date: 07/08/13

From (Contractor): Brown Builders, Inc. Engineer: Alfred Benesch & Company  
 2807 Clinard Drive 8 Cadillac Drive, Suite 250  
 Springfield, TN 37172 Brentwood, TN 37027

Distribution To: ☒ Owner  
☒ Engineer  
☒ Contractor  
☐ General Contractor

Contract For: Intersection of SR252 (Wilson Pike) & McEwen Drive  
 COF # 2012-0145

| CONTRACTOR'S APPLICATION FOR PAYMENT                                                                                                                                                                                                                                                                                                                                                                                                            |               |            |             | Application is made for Payment, as shown below, in connection with the Contract                                                                                          |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| CHANGE ORDER SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                            |               |            |             | Continuation Sheet, AIA Document G703, is attached.                                                                                                                       |                |
| Change orders approved previously by Owner                                                                                                                                                                                                                                                                                                                                                                                                      |               | ADDITIONS: | DEDUCTIONS: | 1. ORIGINAL CONTRACT SUM                                                                                                                                                  | \$1,991,572.82 |
| TOTAL:                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |            |             | 2. Net change by Change Orders                                                                                                                                            | 0              |
| Approved this Month:                                                                                                                                                                                                                                                                                                                                                                                                                            |               |            |             | 3. CONTRACT SUM TO DATE (Line 1+2)                                                                                                                                        | \$1,991,572.82 |
| Number                                                                                                                                                                                                                                                                                                                                                                                                                                          | Date Approved |            |             | 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                                                                                                                    | \$1,791,102.94 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |            |             | 5. RETAINAGE:                                                                                                                                                             |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |            |             | a. 5 % of Completed Work (Column D & E on G703)                                                                                                                           | \$89,079.00    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |            |             | b. % of Stored Material (Column F on G703)                                                                                                                                |                |
| TOTALS:                                                                                                                                                                                                                                                                                                                                                                                                                                         |               | 0.00       | 0           | Total Retainage (Line 5a + 5b or Total in Column 1 of G703)                                                                                                               |                |
| Net change by Change Orders:                                                                                                                                                                                                                                                                                                                                                                                                                    |               | 0.00       |             | 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                                                                                                                 | \$1,702,023.94 |
| <p>The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief of the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.</p> |               |            |             | 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)                                                                                                 | \$1,692,501.06 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |            |             | 8. CURRENT PAYMENT DUE                                                                                                                                                    | \$9,522.88     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |            |             | 9. BUDGET REMAINING (AFTER PROJECT COMPLETION AND FINAL PAYMENT)                                                                                                          | \$200,469.88   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |            |             | <p>State of: TN County of: Williamson</p> <p>Subscribed and sworn to before me on:</p> <p>Notary Public: Melanie Draughon</p> <p>My commission expires: June 14, 2015</p> |                |
| <p>CONTRACTOR: Brown Builders, Inc.</p> <p>By: <u>E. R. B.</u> Date: <u>4-22-15</u></p>                                                                                                                                                                                                                                                                                                                                                         |               |            |             | <p>AMOUNT CERTIFIED \$9,522.88</p> <p>(Attach explanation if amount certified differs from the amount applied for.)</p>                                                   |                |

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

\*NOTE: NO RETAINAGE WITHHELD IN THIS FINAL PAY APPLICATION.

\*\*NOTE: RETAINAGE TO BE RELEASED

Engineer:

By: Melanie Draughon Date: 4/23/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**ENGINEER'S ESTIMATE**

|                 |                                          |                                                      |                                                                                    |                                                     |     |
|-----------------|------------------------------------------|------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------|-----|
| PROJECT DESC    | City Of Franklin, Williamson County, Tn. | Contractor: Brown Builders                           | COF# 2012-0145                                                                     | Days charged                                        | 515 |
| CONTRACT #      |                                          | Intersection Of SR252 (Wilson Pike) and McEwen Drive |                                                                                    |                                                     |     |
| ORIGINAL AMOUNT | \$1,991,572.82                           | Estimate Period From                                 | thru                                                                               | 9/1/14-12/5/14                                      |     |
| EXECUTION DATE  |                                          | Contract amount                                      |                                                                                    | \$1,991,572.82                                      |     |
| EFFECTIVE DATE  | 7/8/2013                                 | CONTRACT END                                         |                                                                                    | 7/8/2014                                            |     |
| TIME COMPLETE   | 141.10%                                  | CONT WORK DAYS                                       |                                                                                    | 365                                                 |     |
| ESTIMATE #      | 16                                       | WORK COMPLETE                                        |                                                                                    | 89.93%                                              |     |
| PARTIAL         |                                          | CORRESPONDS TO CONSTRUCTION ENGINEERING BILLING #    |                                                                                    |                                                     |     |
|                 |                                          | FINAL                                                |  | (Note: Final Estimate Certification must be signed) |     |

Seq. # with the letter (a) represents totals used on City portion of the project

| Seq. No. | Item No.  | Part. | Non-Part. | DESCRIPTION                                                | UNIT OF MEAS | CURRENT QUANTITIES | QUANTITIES PREVIOUS | TOTAL QUANTITY AMOUNT | CONTRACT TOTAL PREVIOUS AMOUNT | UNIT PRICE  | CURRENT AMOUNT | TOTAL AMOUNT  | ESTIMATED QUANTITIES |
|----------|-----------|-------|-----------|------------------------------------------------------------|--------------|--------------------|---------------------|-----------------------|--------------------------------|-------------|----------------|---------------|----------------------|
| 1        | 105-01    |       |           | CONSTRUCTION STAKES LINES AND GRADES                       | L.S.         | 0                  | 1                   | 1                     | \$11,500.000                   | \$11,500.00 | \$0.000        | \$11,500.000  | 1.000                |
| 2        | 201-01    |       |           | CLEARING AND GRUBBING                                      | L.S.         | 0                  | 1                   | 1                     | \$35,000.000                   | \$35,000.00 | \$0.000        | \$35,000.000  | 1.000                |
| 3        | 202-01    |       |           | REMOVAL OF STRUCTURES & OBSTRUCTIONS                       | L.S.         | 0                  | 1                   | 1                     | \$11,000.000                   | \$11,000.00 | \$0.000        | \$11,000.000  | 1.000                |
| 4        | 202-04.01 |       |           | Removal of Structure (Cantilever Railing And Substructure) | LS           | 0                  | 1                   | 1                     | \$10,000.000                   | \$10,000.00 | \$0.000        | \$10,000.000  | 1.000                |
| 5        | 203-01    |       |           | ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)                  | C.Y.         | 0                  | 5350                | 5350                  | \$49,487.500                   | \$9.25      | \$0.000        | \$49,487.500  | 5350.000             |
| 6        | 203-04    |       |           | PLACING & SPREADING TOPSOIL                                | C.Y.         | 5.2                | 703.3               | 708.5                 | \$12,202.255                   | \$17.35     | \$80.220       | \$12,292.475  | 715.000              |
| 7        | 203-06    |       |           | WATER                                                      | M.G.         | 0                  | 0                   | 0                     | \$0.000                        | \$6.15      | \$0.000        | \$0.000       | 74.000               |
| 8        | 204-02.01 |       |           | DRY EXCAVATION (BRIDGES)                                   | C.Y.         | 0                  | 1386                | 1386                  | \$15,246.000                   | \$11.00     | \$0.000        | \$15,246.000  | 1386.000             |
| 9        | 204-04.01 |       |           | ROCK EXCAVATION (BRIDGES)                                  | C.Y.         | 0                  | 35.94               | 35.94                 | \$3,414.300                    | \$95.00     | \$0.000        | \$3,414.300   | 24.000               |
| 10       | 204-05    |       |           | ROCK DRILLING (BRIDGES)                                    | L.F.         | 0                  | 72                  | 72                    | \$864.000                      | \$12.00     | \$0.000        | \$864.000     | 72.000               |
| 11       | 209.05    |       |           | SEDIMENT REMOVAL                                           | C Y          | 0                  | 0                   | 0                     | \$0.000                        | \$4.60      | \$0.000        | \$0.000       | 77.000               |
| 12       | 209-08.03 |       |           | TEMPORARY SILT FENCE (WITHOUT BACKING)                     | L.F.         | 0                  | 701                 | 701                   | \$948.350                      | \$1.35      | \$0.000        | \$948.350     | 699.000              |
| 13       | 209-08.07 |       |           | ROCK CHECK DAM                                             | EACH         | 0                  | 4                   | 4                     | \$1,022.000                    | \$255.50    | \$0.000        | \$1,022.000   | 44.000               |
| 14       | 209-08.08 |       |           | ENHANCED ROCK CHECK DAM                                    | EACH         | 0                  | 0                   | 0                     | \$0.000                        | \$360.00    | \$0.000        | \$0.000       | 4.000                |
| 15       | 303.01    |       |           | MINERAL AGGERGATE TYPE A BASE GRADING D                    | TON          | 0                  | 4730.33             | 4730.33               | \$99,336.930                   | \$21.00     | \$0.000        | \$99,336.930  | 9376.000             |
| 16       | 303-01.02 |       |           | GRANULAR BACKFILL (BRIDGES)                                | C Y          | 0                  | 664.14              | 664.14                | \$15,275.220                   | \$23.00     | \$0.000        | \$15,275.220  | 351.000              |
| 17       | 303-10.01 |       |           | MINERAL AGGERGATE (SIZE 57)                                | TON          | 0                  | 124.26              | 124.26                | \$3,137.565                    | \$25.25     | \$0.000        | \$3,137.565   | 28.000               |
| 18       | 307-03.01 |       |           | ASPHALT CONCRETE MIX (PG78-22) (BPMB-HM) GRADING A         | TON          | 0                  | 1822.71             | 1822.71               | \$142,900.484                  | \$78.40     | \$0.000        | \$142,900.484 | 3400.000             |
| 19       | 307-03.08 |       |           | ASPHALT CONCRETE MIX (PG 78-22) (BPMB-HM) GRADING B-M2     | TON          | 0                  | 1022.81             | 1022.81               | \$85,967.181                   | \$84.05     | \$0.000        | \$85,967.181  | 853.000              |
| 20       | 402-01    |       |           | BITUMINOUS MATERIAL FOR PRIME COAT (PC)                    | TON          | 0                  | 3.7                 | 3.7                   | \$3,052.500                    | \$825.00    | \$0.000        | \$3,052.500   | 16.000               |
| 21       | 402-02    |       |           | AGGERGATE FOR COVER MATERIAL (PC)                          | TON          | 2.94               | 25.75               | 28.69                 | \$1,158.750                    | \$45.00     | \$132.300      | \$1,291.050   | 61.000               |

|    |           |  |  |                                               |      |       |          |          |              |             |             |              |           |
|----|-----------|--|--|-----------------------------------------------|------|-------|----------|----------|--------------|-------------|-------------|--------------|-----------|
| 22 | 403-01    |  |  | BITUMINOUS MATERIAL FOR TACK COAT (TC)        | TON  | 0     | 0        | 0        | \$0.000      | \$805.00    | \$0.000     | \$0.000      | 1.000     |
| 23 | 411-03.10 |  |  | ACS MIX (PG76-22) GRADING D                   | TON  | 0     | 800.9    | 800.9    | \$88,099.000 | \$110.00    | \$0.000     | \$88,099.000 | 714.000   |
| 24 | 604-02.03 |  |  | EPOXY COATED REINFORCING STEEL                | LB.  | 0     | 47219.36 | 47219.36 | \$47,219.360 | \$1.00      | \$0.000     | \$47,219.360 | 42922.000 |
| 25 | 604-03.01 |  |  | CLASS A CONCRETE (BRIDGES)                    | C.Y. | 0     | 233.53   | 233.53   | \$91,076.700 | \$390.00    | \$0.000     | \$91,076.700 | 231.000   |
| 26 | 604-03.02 |  |  | STEEL BAR REINFORCEMENT (BRIDGES)             | LB.  | 0     | 40345    | 40345    | \$35,503.600 | \$0.88      | \$0.000     | \$35,503.600 | 30634.000 |
| 27 | 604-03.04 |  |  | PAVEMENT AT BRIDGE ENDS                       | S.Y. | 0     | 377.24   | 377.24   | \$67,903.200 | \$180.00    | \$0.000     | \$67,903.200 | 425.000   |
| 28 | 604-03.09 |  |  | CLASS D CONCRETE (BRIDGE DECK)                | C.Y. | 0     | 119      | 119      | \$50,575.000 | \$425.00    | \$0.000     | \$50,575.000 | 119.000   |
| 29 | 604-04.01 |  |  | APPLIED TEXTURE FINISH (NEW STRUCTURES)       | S.Y. | 0     | 362      | 362      | \$2,316.800  | \$6.40      | \$0.000     | \$2,316.800  | 724.000   |
| 30 | 604-04.02 |  |  | APPLIED TEXTURE FINISH (EXISTING STRUCTURES)  | S.Y. | 0     | 425      | 425      | \$2,720.000  | \$6.40      | \$0.000     | \$2,720.000  | 425.000   |
| 31 | 604-05.31 |  |  | BRIDGE DECK GROOVING (MECHANICAL)             | S.Y. | 0     | 985.7    | 985.7    | \$3,449.950  | \$3.50      | \$0.000     | \$3,449.950  | 630.000   |
| 32 | 604-10.51 |  |  | SCARIFYING                                    | SY   | 0     | 164      | 164      | \$3,280.000  | \$20.00     | \$0.000     | \$3,280.000  | 164.000   |
| 33 | 604-10.85 |  |  | CLASS 'D' CONCRETE (OVERLAY)                  | C Y  | 0     | 29.18    | 29.18    | \$16,778.500 | \$575.00    | \$0.000     | \$16,778.500 | 22.000    |
| 34 | 607-05.30 |  |  | 24" PIPE CULVERT                              | LF   | 0     | 84       | 84       | \$5,443.200  | \$64.80     | \$0.000     | \$5,443.200  | 84.000    |
| 35 | 607-39.02 |  |  | 18" PIPE CULVERT (SIDE DRAIN)                 | L.F. | 0     | 158      | 158      | \$5,767.000  | \$36.50     | \$0.000     | \$5,767.000  | 198.000   |
| 36 | 611-07.01 |  |  | CLASS A CONCRETE (PIPE ENDWALLS)              | C.Y. | 0     | 22.16    | 22.16    | \$16,509.200 | \$745.00    | \$0.000     | \$16,509.200 | 21.000    |
| 37 | 611-07.02 |  |  | STEEL BAR REINFORCEMENT (PIPE ENDWALLS)       | LB.  | 0     | 497      | 497      | \$1,366.750  | \$2.75      | \$0.000     | \$1,366.750  | 497.000   |
| 38 | 615-01.03 |  |  | PRESTRESSED CONCRETE I BEAM (TYPE III)        | L.F. | 0     | 410      | 410      | \$54,940.000 | \$134.00    | \$0.000     | \$54,940.000 | 410.000   |
| 39 | 617-02    |  |  | BRIDGE DECK CRACK SEALING                     | L.F. | 0     | 72       | 72       | \$720.000    | \$10.00     | \$0.000     | \$720.000    | 72.000    |
| 40 | 617-05    |  |  | SEALANT (HMHV)                                | GAL. | 0     | 2        | 2        | \$590.000    | \$295.00    | \$0.000     | \$590.000    | 2.000     |
| 41 | 620-05.01 |  |  | CONCRETE PARAPET SINGLE SLOPE (STD-1-1SS)     | L.F. | 0     | 72       | 72       | \$8,640.000  | \$120.00    | \$0.000     | \$8,640.000  | 72.000    |
| 42 | 701-01.07 |  |  | EXPOSED AGGREGATE CONCRETE DRIVEWAY           | S.F. | 0     | 1020     | 1020     | \$5,610.000  | \$5.50      | \$0.000     | \$5,610.000  | 1056.000  |
| 43 | 705-01.01 |  |  | GUARDRAIL AT BRIDGE ENDS                      | L.F. | 33.75 | 87.75    | 121.5    | \$4,738.500  | \$54.00     | \$1,822.500 | \$6,561.000  | 108.000   |
| 44 | 705-02.02 |  |  | SINGLE GUARDRAIL ( TYPE 2)                    | L.F. | 0     | 200      | 200      | \$3,700.000  | \$18.50     | \$0.000     | \$3,700.000  | 44.000    |
| 45 | 705-04.05 |  |  | GUARDRAIL TERMINAL (TYPE-IN-LINE)             | EACH | 0     | 2        | 2        | \$1,390.000  | \$695.00    | \$0.000     | \$1,390.000  | 2.000     |
| 46 | 705-04.07 |  |  | TAN ENERGY ASSORBING TERM (NCHRP 350, TL3)    | EACH | 0     | 3        | 3        | \$6,525.000  | \$2,175.00  | \$0.000     | \$6,525.000  | 3.000     |
| 47 | 705-08.11 |  |  | PORTABLE IMPACT ATTENUATOR NCHRP 350, TL3     | EACH | 0     | 0        | 0        | \$0.000      | \$5,950.00  | \$0.000     | \$0.000      | 4.000     |
| 48 | 706-01    |  |  | GUARDRAIL REMOVED                             | L.F. | 0     | 736      | 736      | \$441.600    | \$0.60      | \$0.000     | \$441.600    | 536.000   |
| 49 | 707-07.01 |  |  | CHAIN LINK FENCE (BRIDGES)                    | L.F. | 0     | 144      | 144      | \$13,896.000 | \$96.50     | \$0.000     | \$13,896.000 | 144.000   |
| 50 | 709-05.05 |  |  | MACHINED RIP RAP (CLASS A-3)                  | TON  | 0     | 0        | 0        | \$0.000      | \$34.00     | \$0.000     | \$0.000      | 78.000    |
| 51 | 709-05.06 |  |  | MACHINED RIP RAP ( CLASS A-1)                 | TON  | 9.89  | 139.55   | 149.44   | \$4,744.700  | \$34.00     | \$336.260   | \$5,080.960  | 68.000    |
| 52 | 710-09.01 |  |  | 6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM | L.F. | 0     | 154      | 154      | \$5,082.000  | \$33.00     | \$0.000     | \$5,082.000  | 154.000   |
| 53 | 710-09.02 |  |  | 6" PIPE UNDERDRAIN                            | L.F. | 0     | 20       | 20       | \$200.000    | \$10.00     | \$0.000     | \$200.000    | 32.000    |
| 54 | 712-01    |  |  | TRAFFIC CONTROL                               | L.S. | 0     | 1        | 1        | \$40,000.000 | \$40,000.00 | \$0.000     | \$40,000.000 | 1.000     |
| 55 | 712-02.02 |  |  | INTERCONNECTED PORTABLE BARRIER RAIL          | L.F. | 0     | 890      | 890      | \$22,250.000 | \$25.00     | \$0.000     | \$22,250.000 | 675.000   |
| 56 | 712-04.01 |  |  | FLEXIBLE DRUMS (CHANNELIZING),                | EACH | 0     | 100      | 100      | \$3,300.000  | \$33.00     | \$0.000     | \$3,300.000  | 100.000   |
| 57 | 712-05.03 |  |  | WARNING LIGHTS ( TYPE C)                      | EACH | 0     | 0        | 0        | \$0.000      | \$35.00     | \$0.000     | \$0.000      | 100.000   |
| 58 | 712-06    |  |  | SIGNS (CONSTRUCTION)                          | S.F. | 0     | 315      | 315      | \$2,047.500  | \$6.50      | \$0.000     | \$2,047.500  | 104.000   |

|    |           |  |  |                                                            |      |       |       |       |               |              |               |               |          |
|----|-----------|--|--|------------------------------------------------------------|------|-------|-------|-------|---------------|--------------|---------------|---------------|----------|
| 59 | 712-06.01 |  |  | VERTICAL PANELS                                            | S.F. | 0     | 26    | 26    | \$292.500     | \$11.25      | \$0.000       | \$292.500     | 46.000   |
| 60 | 713-11.02 |  |  | PERFORATED / KNOCKOUT SQUARE<br>TUBE POST                  | LB.  | 335   | 0     | 335   | \$0.000       | \$4.00       | \$1,340.000   | \$1,340.000   | 222.000  |
| 61 | 713-13.02 |  |  | FLAT SHEET ALUMINUM SIGNS (0.080"<br>THICK)                | S.F. | 78.25 | 0     | 78.25 | \$0.000       | \$12.00      | \$939.000     | \$939.000     | 58.000   |
| 62 | 713-15    |  |  | REMOVAL OF SIGNS, POSTS AND<br>FOOTINGS                    | L.S. | 0     | 1     | 1     | \$155.000     | \$155.00     | \$0.000       | \$155.000     | 1.000    |
| 63 | 713-16.20 |  |  | SIGNS (OVERHEAD STREET NAME SIGNS)                         | EACH | 3     | 0     | 3     | \$0.000       | \$185.00     | \$555.000     | \$555.000     | 3.000    |
| 64 | 713-16.22 |  |  | SIGNS (R10-12, 30" X 36")                                  | EACH | 0     | 1     | 1     | \$185.000     | \$185.00     | \$0.000       | \$185.000     | 1.000    |
| 65 | 714-01    |  |  | STRUCTURAL LIGHTING                                        | L.S. | 0     | 1     | 1     | \$2,000.000   | \$2,000.00   | \$0.000       | \$2,000.000   | 1.000    |
| 66 | 716-02.04 |  |  | PLASTIC PAVEMENT MARKING<br>(CHANNELIZATION STRIPING)      | S.Y. | 0     | 64.44 | 64.44 | \$1,659.330   | \$25.75      | \$0.000       | \$1,659.330   | 150.000  |
| 67 | 716-02.05 |  |  | PLASTIC PAVEMENT MARKING (STOP<br>LINE)                    | L.F. | 0     | 77    | 77    | \$1,185.800   | \$15.40      | \$0.000       | \$1,185.800   | 62.000   |
| 68 | 716-02.06 |  |  | PLASTIC PAVEMENT MARKING (TURN<br>LANE ARROW)              | EACH | 0     | 11    | 11    | \$1,705.000   | \$155.00     | \$0.000       | \$1,705.000   | 10.000   |
| 69 | 716-03.01 |  |  | PLASTIC WORD PAVEMENT MARKING<br>(ONLY)                    | EACH | 0     | 2     | 2     | \$720.000     | \$360.00     | \$0.000       | \$720.000     | 2.000    |
| 70 | 716-05.01 |  |  | PAINTED PAVEMENT MARKING (4" LINE)                         | L.M. | 0     | 4.487 | 4.487 | \$4,599.175   | \$1,025.00   | \$0.000       | \$4,599.175   | 3.000    |
| 71 | 716-05.05 |  |  | PAINTED PAVEMENT MARKING (STOP<br>LINE)                    | L.F. | 0     | 122   | 122   | \$1,006.500   | \$8.25       | \$0.000       | \$1,006.500   | 80.000   |
| 72 | 716-13.01 |  |  | SPRAY THERMO PAVEMENT MARKING (60<br>MIL) (4 IN LINE)      | LM   | 0     | 2.22  | 2.22  | \$5,439.000   | \$2,450.00   | \$0.000       | \$5,439.000   | 2.000    |
| 73 | 716-13.02 |  |  | SPRAY THERMO PVMT MARKING (60 MIL)<br>(6 IN LINE)          | L.M. | -0.45 | 0.5   | 0.05  | \$2,825.000   | \$5,650.00   | (\$2,542.500) | \$282.500     | 0.050    |
| 74 | 716-13.05 |  |  | SPRAY THERMO PVMT MARKING (60 MIL)<br>(6 IN DOTTED LINE)   | L.F. | 0     | 69    | 69    | \$144.900     | \$2.10       | \$0.000       | \$144.900     | 201.000  |
| 75 | 717-01    |  |  | MOBILIZATION                                               | L.S. | 0     | 1     | 1     | \$125,000.000 | \$125,000.00 | \$0.000       | \$125,000.000 | 1.000    |
| 76 | 730-01.02 |  |  | REMOVAL OF SIGNAL EQUIPMENT                                | EACH | 0     | 1     | 1     | \$1,025.000   | \$1,025.00   | \$0.000       | \$1,025.000   | 1.000    |
| 77 | 730-02.09 |  |  | SIGNAL HEAD ASSEMBLY (130 WITH<br>BACKPLATE)               | EACH | 0     | 4     | 4     | \$2,870.000   | \$717.50     | \$0.000       | \$2,870.000   | 4.000    |
| 78 | 730-02.17 |  |  | SIGNAL HEAD ASSEMBLY (150 A2H WITH<br>BACKPLATE)           | EACH | 0     | 2     | 2     | \$2,560.000   | \$1,280.00   | \$0.000       | \$2,560.000   | 2.000    |
| 79 | 730-02.30 |  |  | SIGNAL HEAD ASSEMBLY (140 A1V WITH<br>BACKPLATE)           | EACH | 0     | 2     | 2     | \$2,050.000   | \$1,025.00   | \$0.000       | \$2,050.000   | 2.000    |
| 80 | 730-03.21 |  |  | INSTALL PULL BOX (TYPE B)                                  | EACH | 0     | 6     | 6     | \$1,860.000   | \$310.00     | \$0.000       | \$1,860.000   | 6.000    |
| 81 | 730-03.23 |  |  | INSTALL PULL BOX (FIBER OPTIC TYPE A)                      | EACH | 0     | 4     | 4     | \$3,520.000   | \$880.00     | \$0.000       | \$3,520.000   | 4.000    |
| 82 | 730-05.01 |  |  | ELECTRICAL SERVICE CONNECTION                              | EACH | 0     | 1     | 1     | \$3,300.000   | \$3,300.00   | \$0.000       | \$3,300.000   | 1.000    |
| 83 | 730-05.03 |  |  | SERVICE CABLE (3 CONDUCTOR, #6 AWG)                        | LF   | 0     | 600   | 600   | \$1,290.000   | \$2.15       | \$0.000       | \$1,290.000   | 250.000  |
| 84 | 730-08.03 |  |  | SIGNAL CABLE -7 CONDUCTOR                                  | L.F. | 0     | 905   | 905   | \$1,176.500   | \$1.30       | \$0.000       | \$1,176.500   | 900.000  |
| 85 | 730-09.01 |  |  | SPAN WIRE ASSEMBLY (15400 LBS MIN<br>BRK STRENGTH)         | L.F. | 0     | 565   | 565   | \$1,158.250   | \$2.05       | \$0.000       | \$1,158.250   | 500.000  |
| 86 | 730-10.01 |  |  | TETHER WIRE ASSEMBLY-1/4" DIAMETER                         | L.F. | 0     | 565   | 565   | \$1,158.250   | \$2.05       | \$0.000       | \$1,158.250   | 500.000  |
| 87 | 730-11.01 |  |  | STEEL CONDUIT RISER ASSEMBLY                               | EACH | 0     | 1     | 1     | \$310.000     | \$310.00     | \$0.000       | \$310.000     | 1.000    |
| 88 | 730.12.01 |  |  | CONDUIT 1" DIAMETER (PVC)                                  | L.F. | 0     | 230   | 230   | \$241.500     | \$1.05       | \$0.000       | \$241.500     | 175.000  |
| 89 | 730-12.02 |  |  | CONDUIT 2" DIAMETER (PVC)                                  | L.F. | 0     | 924   | 924   | \$1,894.200   | \$2.05       | \$0.000       | \$1,894.200   | 375.000  |
| 90 | 730-12.03 |  |  | CONDUIT 3" DIAMETER (PVC)                                  | L.F. | 0     | 840   | 840   | \$2,604.000   | \$3.10       | \$0.000       | \$2,604.000   | 524.000  |
| 91 | 730-12.30 |  |  | TRENCHING                                                  | L.F. | 0     | 1994  | 1994  | \$6,181.400   | \$3.10       | \$0.000       | \$6,181.400   | 787.000  |
| 92 | 730-13.03 |  |  | VEHICLE DETECTOR (4-CHANNEL, RACK<br>MOUNT)                | L.F. | 0     | 2     | 2     | \$730.000     | \$365.00     | \$0.000       | \$730.000     | 2.000    |
| 93 | 730-13.06 |  |  | VEHICLE DETECTOR (OPTICALLY<br>ACTIVATED PRIORITY CONTROL) | EACH | 0     | 3     | 3     | \$6,390.000   | \$2,130.00   | \$0.000       | \$6,390.000   | 3.000    |
| 94 | 730-13.08 |  |  | VEHICLE DETECTOR (RADAR DETECTION<br>SYSTEM)               | L.F. | 0     | 3     | 3     | \$24,450.000  | \$8,150.00   | \$0.000       | \$24,450.000  | 3.000    |
| 95 | 730-14.01 |  |  | SHIELDED DETECTOR CABLE                                    | L.F. | 0     | 1545  | 1545  | \$1,266.900   | \$0.82       | \$0.000       | \$1,266.900   | 1250.000 |

|     |           |  |  |                                                                                                                       |       |   |      |      |              |             |         |              |          |
|-----|-----------|--|--|-----------------------------------------------------------------------------------------------------------------------|-------|---|------|------|--------------|-------------|---------|--------------|----------|
| 96  | 730-14.02 |  |  | SAW SLOT                                                                                                              | L.F.  | 0 | 327  | 327  | \$1,013.700  | \$3.10      | \$0.000 | \$1,013.700  | 200.000  |
| 97  | 730-14.03 |  |  | LOOP WIRE                                                                                                             | L.F.  | 0 | 870  | 870  | \$478.500    | \$0.55      | \$0.000 | \$478.500    | 550.000  |
| 98  | 730-15.07 |  |  | CABINET (EIGHT PHASE BASE MOUNTED WITH DUEL ACCESS DOORS)                                                             | EACH  | 0 | 1    | 1    | \$11,700.000 | \$11,700.00 | \$0.000 | \$11,700.000 | 1.000    |
| 99  | 730-16.02 |  |  | EIGHT PHASE ACTUATED CONTROLLER                                                                                       | EACH  | 0 | 1    | 1    | \$3,250.000  | \$3,250.00  | \$0.000 | \$3,250.000  | 1.000    |
| 100 | 730-23.01 |  |  | STEEL STRAIN POLE (SIGNAL SUPPORT)                                                                                    | EACH  | 0 | 4    | 4    | \$32,600.000 | \$8,150.00  | \$0.000 | \$32,600.000 | 4.000    |
| 101 | 730-35.06 |  |  | BATTERY BACK-UP AND POWER CONDITIONER                                                                                 | EACH  | 0 | 1    | 1    | \$9,350.000  | \$9,350.00  | \$0.000 | \$9,350.000  | 1.000    |
| 102 | 740-10.03 |  |  | GEOTEXTILE (TYPE 3) (EROSION CONTROL)                                                                                 | S.Y.  | 0 | 0    | 0    | \$0.000      | \$2.75      | \$0.000 | \$0.000      | 295.000  |
| 103 | 740-11.03 |  |  | TEMPORARY SEDIMENT TUBE 18" (EROSION CONTROL)                                                                         | L.F.  | 0 | 520  | 520  | \$1,638.000  | \$3.15      | \$0.000 | \$1,638.000  | 1751.000 |
| 104 | 775-16.21 |  |  | 12" DIP CL 52 WATER LINE                                                                                              | L.F.  | 0 | 910  | 910  | \$75,666.500 | \$83.15     | \$0.000 | \$75,666.500 | 941.000  |
| 105 | 775-16.22 |  |  | 6" DIP CL 52 WATER LINE                                                                                               | L.F.  | 0 | 20   | 20   | \$1,322.000  | \$66.10     | \$0.000 | \$1,322.000  | 20.000   |
| 106 | 775-16.23 |  |  | 2" PVC PC 200 WATER LINE                                                                                              | L.F.  | 0 | 310  | 310  | \$6,107.000  | \$19.70     | \$0.000 | \$6,107.000  | 327.000  |
| 107 | 775-16.24 |  |  | 20" STL CSNG-OPEN CUT INSTALLED                                                                                       | L.F.  | 0 | 190  | 190  | \$22,990.000 | \$121.00    | \$0.000 | \$22,990.000 | 190.000  |
| 108 | 775-16.25 |  |  | 12" DIP CL 52 WM INSTALLED IN CASING                                                                                  | L.F.  | 0 | 190  | 190  | \$14,250.000 | \$75.00     | \$0.000 | \$14,250.000 | 190.000  |
| 109 | 775-16.26 |  |  | 12" GATE VALVE W/VALVE BOX                                                                                            | EACH  | 0 | 5    | 5    | \$12,250.000 | \$2,450.00  | \$0.000 | \$12,250.000 | 5.000    |
| 110 | 775-16.27 |  |  | 6"GATE VALVE W/VALVE BOX                                                                                              | EACH  | 0 | 3    | 3    | \$3,255.000  | \$1,085.00  | \$0.000 | \$3,255.000  | 2.000    |
| 111 | 775-16.28 |  |  | 2" GATE VALVE W/VALVE BOX                                                                                             | EACH  | 0 | 1    | 1    | \$885.000    | \$885.00    | \$0.000 | \$885.000    | 1.000    |
| 112 | 775-16.29 |  |  | 5-1/4" FIRE HYDRANT ASSEMBLY                                                                                          | EACH  | 0 | 2    | 2    | \$4,100.000  | \$2,050.00  | \$0.000 | \$4,100.000  | 2.000    |
| 113 | 775-16.30 |  |  | 12" MEGA-LUG TYPE RESTRAINT DEVICE                                                                                    | EACH  | 0 | 47   | 47   | \$6,556.500  | \$139.50    | \$0.000 | \$6,556.500  | 32.000   |
| 114 | 775-16.31 |  |  | 6" MEGA -LUG TYPE RESTRAINT DEVICE                                                                                    | EACH  | 0 | 8    | 8    | \$518.400    | \$64.80     | \$0.000 | \$518.400    | 8.000    |
| 115 | 775-16.32 |  |  | DUCTILE IRON FITTINGS                                                                                                 | LBS   | 0 | 1650 | 1650 | \$5,445.000  | \$3.30      | \$0.000 | \$5,445.000  | 1650.000 |
| 116 | 775-16.33 |  |  | CONNECT TO EXISTING 2" WATER LINE                                                                                     | EACH  | 0 | 1    | 1    | \$995.000    | \$995.00    | \$0.000 | \$995.000    | 1.000    |
| 117 | 775-16.34 |  |  | CONNECT TO EXISTING 12" WATER LINE                                                                                    | EACH  | 0 | 2    | 2    | \$2,276.000  | \$1,138.00  | \$0.000 | \$2,276.000  | 2.000    |
| 118 | 775-16.35 |  |  | CUT & PLUG EXISTING 12" WATER LINE                                                                                    | EACH  | 0 | 1    | 1    | \$471.500    | \$471.50    | \$0.000 | \$471.500    | 1.000    |
| 119 | 775-16.36 |  |  | CUT & PLUG EXISTING 2" WATER LINE                                                                                     | EACH  | 0 | 1    | 1    | \$364.000    | \$364.00    | \$0.000 | \$364.000    | 1.000    |
| 120 | 775-16.37 |  |  | NEW WATER METER ASSEMBLY                                                                                              | EACH  | 0 | 5    | 5    | \$5,000.000  | \$1,000.00  | \$0.000 | \$5,000.000  | 5.000    |
| 121 | 775-16.38 |  |  | WATER SERVICE RECONNECTION                                                                                            | EACH  | 0 | 5    | 5    | \$1,425.000  | \$285.00    | \$0.000 | \$1,425.000  | 5.000    |
| 122 | 775-16.39 |  |  | 3/4" TYPE K WATER SERVICE LINE                                                                                        | L. F. | 0 | 50   | 50   | \$937.500    | \$18.75     | \$0.000 | \$937.500    | 50.000   |
| 123 | 775-16.40 |  |  | ABANDON & REMOVE EXISTING METER ASSEMBLY                                                                              | EACH  | 0 | 6    | 6    | \$508.500    | \$84.75     | \$0.000 | \$508.500    | 6.000    |
| 124 | 775-16.41 |  |  | B-MODIFIED BINDER IN WATER TRENCH                                                                                     | S.Y.  | 0 | 15   | 15   | \$1,417.500  | \$94.50     | \$0.000 | \$1,417.500  | 15.000   |
| 125 | 777-31.40 |  |  | 4" PC 350 DIP WITH EPOXY LINING, OPEN-CUT INSTALLED                                                                   | L.F.  | 0 | 260  | 260  | \$16,575.000 | \$63.75     | \$0.000 | \$16,575.000 | 260.000  |
| 126 | 777-31.41 |  |  | 4" PC 350 DIP WITH EPOXY LINING, INSTALLED IN BRIDGE CASING COMPLETE WITH INSTALLATION, CASING SPACERS, AND END SEALS | L.F.  | 0 | 72   | 72   | \$7,128.000  | \$99.00     | \$0.000 | \$7,128.000  | 72.000   |
| 127 | 777-31.42 |  |  | 4" PC 350 DIP WITH EPOXY LINING, INSTALLED IN BURIED CASING COMPLETE WITH CASING SPACERS AND END SEALS                | L.F.  | 0 | 77   | 77   | \$4,993.450  | \$64.85     | \$0.000 | \$4,993.450  | 77.000   |
| 128 | 777-31.43 |  |  | 10" SCH 20 STEEL CASING(0.25" WALL THICKNESS) OPEN-CUT INSTALLED                                                      | L.F.  | 0 | 77   | 77   | \$5,586.350  | \$72.55     | \$0.000 | \$5,586.350  | 77.000   |

|     |           |  |                                                                                                                 |        |          |          |          |               |              |               |               |         |
|-----|-----------|--|-----------------------------------------------------------------------------------------------------------------|--------|----------|----------|----------|---------------|--------------|---------------|---------------|---------|
| 129 | 777-31.44 |  | 10" SCH 20 STEEL CASING(0.25" WALL THICKNESS) INSTALLED ON BRIDGE PARAPET INCLUDING ALL HANGERS & APPURTENANCES | L.F.   | 0        | 72       | 72       | \$12,474.000  | \$173.25     | \$0.000       | \$12,474.000  | 72.000  |
| 130 | 777-31.45 |  | DI MJ FITTINGS                                                                                                  | LB     | 0        | 278      | 278      | \$2,112.800   | \$7.60       | \$0.000       | \$2,112.800   | 325.000 |
| 131 | 777-31.46 |  | CONNECT TO EXISTING 4" FORCE MAIN                                                                               | EACH   | 0        | 2        | 2        | \$2,050.000   | \$1,025.00   | \$0.000       | \$2,050.000   | 2.000   |
| 132 | 777-31.47 |  | 4" FULL PORT PLUG VALVE BOX                                                                                     | EACH   | 0        | 2        | 2        | \$2,930.000   | \$1,465.00   | \$0.000       | \$2,930.000   | 2.000   |
| 133 | 777-31.48 |  | 4" MJ RESTRAINT DEVICES                                                                                         | EACH   | 0        | 28       | 28       | \$1,549.800   | \$55.35      | \$0.000       | \$1,549.800   | 30.000  |
| 134 | 801-01    |  | SEEDING (WITH MULCH)                                                                                            | UNIT   | 6        | 75.9     | 81.9     | \$2,182.125   | \$28.75      | \$172.500     | \$2,354.625   | 49.000  |
| 135 | 801-01.07 |  | TEMPORARY SEEDING (WITH MULCH)                                                                                  | UNIT   | 0        | 24.75    | 24.75    | \$581.625     | \$23.50      | \$0.000       | \$581.625     | 145.000 |
| 136 | 801-02    |  | SEEDING (WITHOUT MULCH)                                                                                         | UNIT   | 0        | 0        | 0        | \$0.000       | \$20.00      | \$0.000       | \$0.000       | 6.000   |
| 137 | 801-03    |  | WATER (SEEDING & SODDING)                                                                                       | M.G.   | 0        | 0        | 0        | \$0.000       | \$50.00      | \$0.000       | \$0.000       | 52.000  |
| 138 | 805-12.02 |  | EROSION CONTROL BLANKET (TYPE II)                                                                               | SY     | 300      | 3500     | 3800     | \$4,375.000   | \$1.25       | \$375.000     | \$4,750.000   | 528.000 |
| 139 |           |  | ROADWAY CONTENGENCY ALLOWANCE                                                                                   | LS     | 0        | 0        | 0        | \$0.000       | \$150,000.00 | \$0.000       | \$0.000       | 1.000   |
|     |           |  | CHANGE ORDER ITEMS                                                                                              |        |          |          |          |               |              |               |               |         |
|     |           |  | LINE REMOVAL                                                                                                    | LF     | 0        | 7438     | 7438     | \$5,652.880   | \$0.76       | \$0.000       | \$5,652.880   |         |
|     |           |  | SEWER BYPASS LINE INSTALLATION                                                                                  | LS     | 0        | 1        | 1        | \$13,290.000  | \$13,290.000 | \$0.000       | \$13,290.000  |         |
|     |           |  | EPOXY INJECTION (PARAPET RAIL)                                                                                  | LF     | 0        | 211      | 211      | \$6,963.000   | \$33.000     | \$0.000       | \$6,963.000   |         |
|     |           |  | CORE DRILL PARAPET RAIL FOR GUARDRAIL ATTACHMENT                                                                | EACH   | 0        | 16       | 16       | \$720.000     | \$45.000     | \$0.000       | \$720.000     |         |
|     |           |  | TEMPORARY TRAFFIC SIGNAL                                                                                        | EACH   | 1        | 0        | 1        | \$0.000       | \$4,994.430  | \$4,994.430   | \$4,994.430   |         |
|     | 203-02.01 |  | BORROW EXCAVATION (Graded Solid Rock)                                                                           | TON    | 0        | 5453.95  | 5453.95  | \$88,899.385  | \$16.30      | \$0.000       | \$88,899.385  |         |
|     | 203-05    |  | UNDERCUTTING                                                                                                    | CY     | 0        | 2011.43  | 2011.43  | \$27,918.648  | \$13.88      | \$0.000       | \$27,918.648  |         |
|     | 402-01    |  | PRIME ON STONE SLOPES                                                                                           | TON    | 2.47     | 0        | 2.47     | \$0.000       | \$1,200.00   | \$2,964.000   | \$2,964.000   |         |
|     | 407-20.05 |  | SAW CUTTING OF ASPHALT                                                                                          | LF     | 0        | 2191     | 2191     | \$5,236.490   | \$2.39       | \$0.000       | \$5,236.490   |         |
|     | 415-01.02 |  | COLD PLANING BITUMINOUS PAVEMENT                                                                                | SY     | 0        | 3597     | 3597     | \$7,553.700   | \$2.100      | \$0.000       | \$7,553.700   |         |
|     | 607-16.01 |  | 23" x 14" HORIZONTAL OVAL CONCRETE PIPE                                                                         | LF     | 0        | 40       | 40       | \$2,248.000   | \$56.200     | \$0.000       | \$2,248.000   |         |
|     | 712-09.01 |  | TEMPORARY TRAFFIC TAPE                                                                                          | LF     | 0        | 857      | 857      | \$2,828.100   | \$3.300      | \$0.000       | \$2,828.100   |         |
|     | 716-01.11 |  | RAISED PAVEMENT MARKERS                                                                                         | EACH   | 0        | 187      | 187      | \$1,870.000   | \$10.000     | \$0.000       | \$1,870.000   |         |
|     | 716-10.01 |  | PREFORMED PLASTIC PAVEMENT MARKING (4" LINE)                                                                    | LM     | 0        | 0.072    | 0.072    | \$793.800     | \$11,025.000 | \$0.000       | \$793.800     |         |
|     |           |  | EMBOSSD PREFORMED PAVEMENT MARKING 4" LINE                                                                      | LM     | 0        | 0.065    | 0.065    | \$1,625.000   | \$25,000.000 | \$0.000       | \$1,625.000   |         |
|     |           |  | PREFORMED PLASTIC PAVEMENT MARKING (STOP LINE)                                                                  | LF     | 0        | 25       | 25       | \$1,050.000   | \$42.000     | \$0.000       | \$1,050.000   |         |
|     | 803-01    |  | SODDING (NEW SOD)                                                                                               | SY     | 0        | 790      | 790      | \$2,370.000   | \$3.000      | \$0.000       | \$2,370.000   |         |
|     |           |  | ADJUSTMENTS                                                                                                     |        |          |          |          |               |              |               |               |         |
|     |           |  | FUEL ADJUSTMENT                                                                                                 | DOLLAR | -1655.83 | 0        | -1655.83 | \$0.000       | \$1.00       | (\$1,655.830) | (\$1,655.830) |         |
|     |           |  | AC ADJUSTMENT (300SS)                                                                                           | DOLLAR | 0        | -9876.24 | -9876.24 | (\$9,876.240) | \$1.00       | \$0.000       | (\$9,876.240) |         |
|     |           |  | BITUMINOUS ADJUSTMENT (SP109B)                                                                                  | DOLLAR | 0        | -1301.67 | -1301.67 | (\$1,301.670) | \$1.00       | \$0.000       | (\$1,301.670) |         |
|     |           |  | ASPHALT DENSITY INCENTIVE/DISINCENTIVE (SP407DEN)                                                               | DOLLAR | 0        | 3142.44  | 3142.44  | \$3,142.440   | \$1.00       | \$0.000       | \$3,142.440   |         |
|     |           |  |                                                                                                                 |        |          |          | \$0.000  |               |              | \$9,522.880   |               |         |
|     |           |  |                                                                                                                 |        |          |          |          |               |              |               |               |         |

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\$1,781,580.063

\$9,522.88

\$1,791,102.943

Previous Total Completed

Current Total Completed

CURRENT MONTH EARNINGS FOR THIS CONTRACT ARE

\$9,522.88



(PROJECT SUPERVISOR)

|                     |                |        |  |  |  |  |
|---------------------|----------------|--------|--|--|--|--|
| Project No.         | COF #2012-0145 |        |  |  |  |  |
| County              | Williamson     |        |  |  |  |  |
| NONE                |                |        |  |  |  |  |
| Estimate No.        | 2              |        |  |  |  |  |
| Fuel Price          | 3.36           |        |  |  |  |  |
| Bid Price Index     | 314.6          |        |  |  |  |  |
| Current Price Index | 300.6          | Jul-13 |  |  |  |  |
| Change in price     | -4.5%          |        |  |  |  |  |
| NONE                |                |        |  |  |  |  |
| Estimate No.        | 3              |        |  |  |  |  |
| Fuel Price          | 3.36           |        |  |  |  |  |
| Bid Price Index     | 314.6          |        |  |  |  |  |
| Current Price Index | 306.5          | Aug-13 |  |  |  |  |
| Change in price     | -2.6%          |        |  |  |  |  |
| NONE                |                |        |  |  |  |  |
| Estimate No.        | 4              |        |  |  |  |  |
| Fuel Price          | 3.36           |        |  |  |  |  |
| Bid Price Index     | 314.6          |        |  |  |  |  |
| Current Price Index | 314.2          | Sep-13 |  |  |  |  |
| Change in price     | -0.1%          |        |  |  |  |  |
| NONE                |                |        |  |  |  |  |
| Estimate No.        | 4              |        |  |  |  |  |
| Fuel Price          | 3.36           |        |  |  |  |  |
| Bid Price Index     | 314.6          |        |  |  |  |  |
| Current Price Index | 306.3          | Oct-13 |  |  |  |  |
| Change in price     | -2.6%          |        |  |  |  |  |

|                     |                                           |        |          |             |                |                |
|---------------------|-------------------------------------------|--------|----------|-------------|----------------|----------------|
|                     |                                           |        |          |             |                |                |
| YES                 |                                           |        |          |             |                |                |
| Estimate No.        | 5                                         |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 294.8                                     | Nov-13 |          |             |                |                |
| Change in price     | -6.3%                                     |        |          |             |                |                |
| Item                | Description                               | Unit   | Quantity | Fuel Factor | Estimated fuel | Pay Adjustment |
| 203-01              | Road and Drainage Excavation Unclassified | CY     | 100.00   | 0.25        | 25.00          | -3.18          |
| 203-03              | Undercutting                              | CY     | 817.00   | 0.25        | 204.25         | -25.96         |
| 203-02.01           | Borrow Excavation GSR                     | TON    | 802.15   | 0.16        | 128.34         | -16.31         |
| 303-01              | Mineral Aggregate Base                    | TON    | 0.00     | 0.79        | 0.00           | 0.00           |
| 307-03.01           | Asphalt Concrete mix A                    | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
| 307-03.08           | Asphalt Concrete Mix BM2                  | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
| 411-03.10           | ACS Mix D                                 | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
|                     |                                           |        |          |             | Total          | -\$45.45       |
| NONE                |                                           |        |          |             |                |                |
| Estimate No.        | 6                                         |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 302.7                                     | Dec-13 |          |             |                |                |
| Change in price     | -3.8%                                     |        |          |             |                |                |

|                     |                                           |        |          |             |                |                |
|---------------------|-------------------------------------------|--------|----------|-------------|----------------|----------------|
|                     |                                           |        |          |             |                |                |
| YES                 |                                           |        |          |             |                |                |
| Estimate No.        | 7                                         |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 297.5                                     | Jan-14 |          |             |                |                |
| Change in price     | -5.4%                                     |        |          |             |                |                |
| Item                | Description                               | Unit   | Quantity | Fuel Factor | Estimated fuel | Pay Adjustment |
| 203-01              | Road and Drainage Excavation Unclassified | CY     | 0.00     | 0.25        | 0.00           | 0.00           |
| 203-03              | undercutting                              | CY     | 0.00     | 0.25        | 0.00           | 0.00           |
| 203-02.01           | Borrow Excavation GSR                     | TON    | 0.00     | 0.16        | 0.00           | 0.00           |
| 303-01              | Mineral Aggregate Base                    | TON    | 915.80   | 0.79        | 723.48         | -132.13        |
| 307-03.01           | Asphalt Concrete mix A                    | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
| 307-03.08           | Asphalt Concrete Mix BM2                  | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
| 411-03.10           | ACS Mix D                                 | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
|                     |                                           |        |          |             | Total          | -\$132.13      |
| NONE                |                                           |        |          |             |                |                |
| Estimate No.        | 8                                         |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 309                                       | Feb-14 |          |             |                |                |
| Change in price     | -1.8%                                     |        |          |             |                |                |
| NONE                |                                           |        |          |             |                |                |
| Estimate No.        | 9                                         |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 306.4                                     | Mar-14 |          |             |                |                |
| Change in price     | -2.6%                                     |        |          |             |                |                |

|                     |                                           |        |          |             |                |                |
|---------------------|-------------------------------------------|--------|----------|-------------|----------------|----------------|
|                     |                                           |        |          |             |                |                |
| NONE                |                                           |        |          |             |                |                |
| Estimate No.        | 10                                        |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 306.6                                     | Apr-14 |          |             |                |                |
| Change in price     | -2.5%                                     |        |          |             |                |                |
| NONE                |                                           |        |          |             |                |                |
| Estimate No.        | 11                                        |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 304.9                                     | May-14 |          |             |                |                |
| Change in price     | -3.1%                                     |        |          |             |                |                |
| YES                 |                                           |        |          |             |                |                |
| Estimate No.        | 12                                        |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 296.5                                     | Jun-14 |          |             |                |                |
| Change in price     | -5.8%                                     |        |          |             |                |                |
| Item                | Description                               | Unit   | Quantity | Fuel Factor | Estimated fuel | Pay Adjustment |
| 203-01              | Road and Drainage Excavation Unclassified | CY     | 230.00   | 0.25        | 57.50          | -11.12         |
| 203-03              | undercutting                              | CY     | 88.00    | 0.25        | 22.00          | -4.25          |
| 203-02.01           | Borrow Excavation GSR                     | TON    | 112.26   | 0.16        | 17.96          | -3.47          |
| 303-01              | Mineral Aggregate Base                    | TON    | 414.20   | 0.79        | 327.22         | -63.26         |
| 307-03.01           | Asphalt Concrete mix A                    | TON    | 442.31   | 2.98        | 1318.08        | -254.80        |
| 307-03.08           | Asphalt Concrete Mix BM2                  | TON    | 542.48   | 2.98        | 1616.59        | -312.51        |
| 411-03.10           | ACS Mix D                                 | TON    | 0.00     | 2.98        | 0              | 0.00           |
|                     |                                           |        |          |             | Total          | -649.40        |

|                     |                                           |        |          |             |                |                |
|---------------------|-------------------------------------------|--------|----------|-------------|----------------|----------------|
| YES                 |                                           |        |          |             |                |                |
| Estimate No.        | 13                                        |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 295.3                                     | Jul-14 |          |             |                |                |
| Change in price     | -6.1%                                     |        |          |             |                |                |
| Item                | Description                               | Unit   | Quantity | Fuel Factor | Estimated fuel | Pay Adjustment |
| 203-01              | Road and Drainage Excavation Unclassified | CY     | 175.00   | 0.25        | 43.75          | -9.02          |
| 203-03              | undercutting                              | CY     | 0.00     | 0.25        | 0.00           | 0.00           |
| 203-02.01           | Borrow Excavation GSR                     | TON    | 0.00     | 0.16        | 0.00           | 0.00           |
| 303-01              | Mineral Aggregate Base                    | TON    | 79.11    | 0.79        | 62.50          | -12.88         |
| 307-03.01           | Asphalt Concrete mix A                    | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
| 307-03.08           | Asphalt Concrete Mix BM2                  | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
| 411-03.10           | ACS Mix D                                 | TON    | 0.00     | 2.98        | 0.00           | 0.00           |
|                     |                                           |        |          |             | Total          | -21.90         |
| YES                 |                                           |        |          |             |                |                |
| Estimate No.        | 14                                        |        |          |             |                |                |
| Fuel Price          | 3.36                                      |        |          |             |                |                |
| Bid Price Index     | 314.6                                     |        |          |             |                |                |
| Current Price Index | 293.9                                     | Aug-14 |          |             |                |                |
| Change in price     | -6.6%                                     |        |          |             |                |                |
| Item                | Description                               | Unit   | Quantity | Fuel Factor | Estimated fuel | Pay Adjustment |
| 203-01              | Road and Drainage Excavation Unclassified | CY     | 0.00     | 0.25        | 0.00           | 0.00           |
| 203-03              | undercutting                              | CY     | 0.00     | 0.25        | 0.00           | 0.00           |
| 203-02.01           | Borrow Excavation GSR                     | TON    | 0.00     | 0.16        | 0.00           | 0.00           |
| 303-01              | Mineral Aggregate Base                    | TON    | 358.33   | 0.79        | 283.08         | -58.35         |
| 307-03.01           | Asphalt Concrete mix A                    | TON    | 122.96   | 2.98        | 366.42         | -75.53         |
| 307-03.08           | Asphalt Concrete Mix BM2                  | TON    | 294.83   | 2.98        | 878.59         | -181.10        |
| 411-03.10           | ACS Mix D                                 | TON    | 800.90   | 2.98        | 2386.68        | -491.96        |
|                     |                                           |        |          |             | Total          | -806.95        |

| YES                 |                                           |                    |             |             |                |                |
|---------------------|-------------------------------------------|--------------------|-------------|-------------|----------------|----------------|
| Estimate No.        | 15                                        |                    |             |             |                |                |
| Fuel Price          | 3.36                                      |                    |             |             |                |                |
| Bid Price Index     | 314.6                                     |                    |             |             |                |                |
| Current Price Index | 291.3                                     | Sep-14             |             |             |                |                |
| Change in price     | -7.4%                                     |                    |             |             |                |                |
| Item                | Description                               | Unit               | Quantity    | Fuel Factor | Estimated fuel | Pay Adjustment |
| 203-01              | Road and Drainage Excavation Unclassified | CY                 | 0.00        | 0.25        | 0.00           | 0.00           |
| 203-03              | undercutting                              | CY                 | 0.00        | 0.25        | 0.00           | 0.00           |
| 203-02.01           | Borrow Excavation GSR                     | TON                | 0.00        | 0.16        | 0.00           | 0.00           |
| 303-01              | Mineral Aggregate Base                    | TON                | 0.00        | 0.79        | 0.00           | 0.00           |
| 307-03.01           | Asphalt Concrete mix A                    | TON                | 0.00        | 2.98        | 0.00           | 0.00           |
| 307-03.08           | Asphalt Concrete Mix BM2                  | TON                | 0.00        | 2.98        | 0.00           | 0.00           |
| 411-03.10           | ACS Mix D                                 | TON                | 0.00        | 2.98        | 0.00           | 0.00           |
|                     |                                           |                    |             |             | Total          | 0.00           |
| YES                 |                                           |                    |             |             |                |                |
| Estimate No.        | FINAL                                     |                    |             |             |                |                |
| Fuel Price          | 3.36                                      |                    |             |             |                |                |
| Bid Price Index     | 314.6                                     |                    |             |             |                |                |
| Current Price Index | 272.9                                     | 10/1/2014 -12/1/14 |             |             |                |                |
| Change in price     | -13.3%                                    |                    |             |             |                |                |
| Item                | Description                               | Unit               | Quantity    | Fuel Factor | Estimated fuel | Pay Adjustment |
| 203-01              | Road and Drainage Excavation Unclassified | CY                 | 0.00        | 0.25        | 0.00           | 0.00           |
| 203-03              | undercutting                              | CY                 | 0.00        | 0.25        | 0.00           | 0.00           |
| 203-02.01           | Borrow Excavation GSR                     | TON                | 0.00        | 0.16        | 0.00           | 0.00           |
| 303-01              | Mineral Aggregate Base                    | TON                | 0.00        | 0.79        | 0.00           | 0.00           |
| 307-03.01           | Asphalt Concrete mix A                    | TON                | 0.00        | 2.98        | 0.00           | 0.00           |
| 307-03.08           | Asphalt Concrete Mix BM2                  | TON                | 0.00        | 2.98        | 0.00           | 0.00           |
| 411-03.10           | ACS Mix D                                 | TON                | 0.00        | 2.98        | 0.00           | 0.00           |
|                     |                                           |                    |             |             | Total          | 0.00           |
|                     |                                           |                    |             |             |                |                |
|                     | Project total Fuel Adjustment             |                    | -\$1,655.83 |             |                |                |

## Wilson Pike

|                                                   |          |            |
|---------------------------------------------------|----------|------------|
| Mulch \$15.95 per bail                            | 14 bails | \$223.30   |
| Tack \$120.75 per bag                             | 1 bag    | \$120.75   |
| Seed \$56.99 per 50Lb bag                         | 200lb    | \$227.96   |
| Roll Sod                                          |          | \$1500     |
| Top soil and trucking                             |          | \$1200     |
| Labor 72 hours at \$25 per hour                   |          | \$1800     |
| Equipment with operator 25 hours at \$35 per hour |          | \$875      |
| Total                                             |          | \$5,947.01 |



of Nashville

Authorized Bobcat and Ingersoll Rand Dealer

Bobcat of Nashville  
149 Industrial Blvd  
La Vergne, TN 37086  
Phone: (615-941-4000 fax 615-941-4019

# SALES ORDER

Cust. PO \_\_\_\_\_ Proposal No. \_\_\_\_\_ Salesperson Shann Cooke Date 8/13/2015

|                                                             |                                             |
|-------------------------------------------------------------|---------------------------------------------|
| <b>Customer</b> <u>City of Franklin / Street Department</u> | <u>City of Franklin / Street Department</u> |
| <b>Address</b> <u>124 Lumber Drive</u>                      | <u>124 Lumber Drive</u>                     |
| <u>Franklin, TN 37064</u>                                   | <u>Franklin, TN 37064</u>                   |
| <u>Phone 615-829-4253 Fax _____</u>                         | <u>_____</u>                                |

F.O.B. Point of Origin - Ship Via \_\_\_\_\_ ☐ PREPAID ☐ COLLECT

TERMS: ☒ CASH WITH ORDER ☐ C.O.D. ☐ NET 30 DAYS ☐ INSTALLMENTS Indicate Down Payment term  
ALL RENTALS ARE PAYABLE IN ADVANCE UPON PRESENTATION OF INVOICE. and finance rate under "other"  
in space provided below.

| QTY | MODEL | TYPE | DESCRIPTION                    | List Price | Net Price    |
|-----|-------|------|--------------------------------|------------|--------------|
| 1   | T30   | HS   | Finn T60T Hydroseeder          |            | \$ 29,950.00 |
|     |       |      | 600 Gallon Liquid Capacity     |            |              |
|     |       |      | Electric hose reel 150'x1-1/4" |            |              |
|     |       |      | Trailer mount                  | \$ -       |              |
|     |       |      | 23.5hp Kohler Command Engine   | \$ -       |              |
|     |       |      | Operator Platform              |            |              |
|     |       |      |                                |            |              |
|     |       |      |                                | \$ -       |              |
|     |       |      |                                | \$ -       |              |

|           |           |              |
|-----------|-----------|--------------|
| TRADE-IN: | SUB-TOTAL | \$ 29,950.00 |
|           |           |              |
|           |           |              |
|           |           |              |
|           |           |              |

\* TYPE N = NEW U = USED R = RENTAL PR = PURCHASE OF RENTAL EQUIPMENT  
A = ACCESSORIES P = PARTS S = SERVICE/REPAIR

|        |           |              |
|--------|-----------|--------------|
| Other: | Net Price |              |
|        | Freight   | \$975.00     |
|        | Sales Tax |              |
|        | Total     | \$ 30,925.00 |

Bobcat of Nashville - Doosan Equipment Sales and Services

THIS DOCUMENT IS A CONTRACT. THE BACK OF THIS DOCUMENT CONTAINS IMPORTANT  
TERMS AND CONDITIONS. I HAVE READ THIS CONTRACT AND AUTHORIZE THE ENTRY OF THE  
ABOVE ORDER SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

Customer  
Signature \_\_\_\_\_

Title Shann Cooke Territory Sales Rep Date \_\_\_\_\_ Title \_\_\_\_\_ Date 8/13/2015

THIS ORDER NOT ACCEPTED OR BINDING UNTIL APPROVED BY AN OFFICER OF BOBCAT OF NASHVILLE

Shipping Reference \_\_\_\_\_ This space for internal use only

## TERMS AND CONDITIONS - EQUIPMENT SALE

1. General: The Terms and Conditions of Sale outlined herein shall apply to the sale by Doosan Infracore International Company (hereinafter referred to as Company) of products. The Purchaser shall be obligated to promptly report any failure to conform to the applicable warranty in the Company in writing within the applicable warranty period, whereupon the

## **RESOLUTION 2015-71**

**TO BE ENTITLED: “A RESOLUTION REALLOCATING \$20,925.00 IN UNSPENT FUNDS FROM THE INTERSECTION OF STATE ROUTE 252 (WILSON PIKE) AND MCEWEN DRIVE CONSTRUCTION PROJECT (COF CONTRACT NO. 2012-0145) TO THE STREETS DEPARTMENT STORMWATER DIVISION FY2016 ANNUAL OPERATIONS BUDGET”**

**WHEREAS**, the final change order for the Intersection of State Route 252 (Wilson Pike) and McEwen Drive construction contract (COF Contract No. 2012-0145) results in a decrease of \$200,469.88 from the original contract amount; and

**WHEREAS**, the City desires to restore the area along Wilson Pike that was disturbed as a part of the intersection improvements project to a more aesthetically pleasing and presentable condition; and

**WHEREAS**, the City is confident that its Street Department staff can effectively perform the needed restoration work along Wilson Pike; and

**WHEREAS**, the Streets Department has estimated a cost of approximately \$6,000.00 in labor and materials to perform the restoration work; and

**WHEREAS**, a portion of the unspent funds from the intersection improvements project can be utilized for the above mentioned restoration work; and

**WHEREAS**, the Streets Department programmed \$16,000.00 in its Stormwater Division FY2016 Annual Operations Budget for the purchase of an entry level, truck mounted hydroseeding unit to efficiently spread seed and fertilizers; and

**WHEREAS**, an additional \$15,925.00 would allow the Streets Department to purchase a larger, trailer mounted hydroseeding unit, which is more capable than the smaller, truck mounted unit; and

**WHEREAS**, Streets Department staff would utilize this new equipment on the above mentioned restoration work and for future projects.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the reallocation of **TWENTY THOUSAND NINE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$20,925.00)** in unspent funds from the Intersection of State Route 252

(Wilson Pike) and McEwen Drive construction project to the Streets Department Stormwater Division FY2016 Annual Operations Budget.

**BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE** that the Streets Department Director is hereby authorized to review and approve the spending of this reallocated funding to purchase a hydroseeder unit and to perform the necessary landscape restoration work along Wilson Pike (SR-252).

**IT IS SO RESOLVED AND DONE** on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE**

**By:**\_\_\_\_\_

**ERIC S. STUCKEY**  
**City Administrator**

**By:**\_\_\_\_\_

**Dr. Ken Moore**  
**Mayor**

**Approved as to Form**

**By:** \_\_\_\_\_  
**Shauna R. Billingsley, City Attorney**



1 of 3

**Via Email: paul.holzen@franklintn.gov**

August 7, 2015

Paul Holzen, PE  
City Engineer  
City of Franklin  
109 3rd Avenue North  
Franklin, TN 37064

**RE: Development of Street Lighting Standards for the City of Franklin, TN.**

**Subject: Scope of Work and Compensation**

Dear Paul:

I am writing to provide information with regard to Barge Waggoner Sumner and Cannon, Inc. (BWSC) providing engineering services for the above referenced project. Following is a description of our project understanding, scope of services and compensation for the project:

**PROJECT UNDERSTANDING**

The City of Franklin has decided to revise their policy regarding street lighting systems from MTEMCO ownership and operation to City ownership and operation for all future lighting. To that end, the City has created a task force to investigate and develop standardization for these systems to be utilized on future projects. The purpose of this project is to provide additional technical input and further development of design standardization building off that task force's efforts to date. The final deliverable will be a completed *Franklin Transportation & Street Technical Standards* document (the standard) that will be provided to all future developers, project engineers, and contractors.

**SCOPE OF WORK**

BWSC proposes the following Scope of Services based on the project understanding described above:

**Task 1 – Policy Information**

BWSC will meet with the City to obtain and review the typical policy information that should be included in the specification document. Items of consideration will include identification of ownership during construction, transfer of ownership at project end to the City, maintenance procedures, payment of electrical fees during installation, payment of power usage, etc. It is understood that the City will lead this effort and provide written input to BWSC on the pertinent items for inclusion in the standard. BWSC will provide recommendations as to key elements to include if required.

**Task 2 – Technical Information**

BWSC will develop technical design requirements for the street lighting systems. Based on the Illuminating Engineering Society (IES) RP-8 document, these will include: fixture lumens; lighting color; illumination levels; pole height, type, and manufacturer; and fixture type, style, manufacturer, and

model. These requirements will be established for three specific categories which are Historic Areas, Arterial & Collector, and Residential Roadways. BWSC will not determine what areas or roadways are designated under these categories. Further we understand the City has identified the proposed light fixtures and manufacturers to be included in the standard. BWSC will provide a sample of a lighting calculation that would form the basis of the submittal requirements under the standard. BWSC will incorporate the previously developed typical details and drawings in the standard.

### Task 3 – Final Specification

BWSC will incorporate the results of Task 1 and 2 into the previously provided *Franklin Transportation & Street Technical Standards* document.

### Task 4 – Meetings

BWSC will attend the following meetings and provide meeting minutes in support of the tasks listed above:

1. Project Initiation Meeting;
2. Two (2) project status meetings to obtain input from the City and review status;
3. Attendance at one (1) City of Franklin Board of Mayor and Alderman working session to address technical questions regarding the proposed standard;
4. Attend one (1) meeting to present the standard and sample submittal to interested developers, contractors, and engineers.

### COMPENSATION

Compensation for the services described is as follows:

| Task         | Description           | Fee Type        | Fee                |
|--------------|-----------------------|-----------------|--------------------|
| 1            | Policy Information    |                 | \$3,000.00         |
| 2            | Technical Information |                 | \$16,000.00        |
| 3            | Final Specification   |                 | \$8,000.00         |
| 4            | Meetings              |                 | \$16,500.00        |
| <b>TOTAL</b> |                       | <b>Lump Sum</b> | <b>\$43,500.00</b> |

Individual task amounts are shown for budgeting purposes only, amounts may be reallocated among tasks as needed.

### ADDITIONAL SERVICES

BWSC expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined in the Scope of Work. Services other than those described will constitute additional services. Additional services shall not be provided until agreed to by BWSC and the City. Additional services can be provided for an additional lump sum amount or hourly based on BWSC's hourly rates.

**EXCLUSIONS:**

The following excluded services can be provided as an additional service with an appropriate adjustment in fees:

- Investigation of alternative light fixture and pole styles, manufactures, and models.
- Development of additional typical details and drawings for the standard.
- Detailed development and facilitation of policy information in Task 1.
- Coordination with MTEMC on the City's behalf.

We appreciate the opportunity to serve you on this project. If you have questions or need additional information please contact me.

Sincerely,

**Barge Waggoner Sumner and Cannon, Inc.**



Daniel J. Spann, P.E., PTOE

Vice President, Transportation Director

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No 2015-0284**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Barge Waggoner Sumner & Cannon, Inc. (BWSC)**, hereinafter referenced as Consultant, who mutually agree as follows:

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

**DEVELOPMENT OF STREET LIGHTING STANDARDS**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and other related technical services for the Project in accordance with the Scope of Work. The Scope of Work as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid a Lump Sum Fee as contained in **Attachment A** in the Amount of **FORTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$43,500.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the  
\_\_\_\_\_ Day of \_\_\_\_\_ 2015.**

BY: \_\_\_\_\_  
Consultant's Signature  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney

## **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 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. However, nothing in this Article shall prevent Consultant from engaging

independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 contract 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 **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.

6.3 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 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 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 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 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**  
The 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](http://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, the City and the Consultant shall not discriminate against any employee or applicant for employment because

of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.3 NO THIRD PARTY RIGHTS CREATED. 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 the City and the Consultant.

- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.



ARCHITECTS. ENGINEERS. PLANNERS.

July 30, 2015

Mr. Mark Hilty  
Director of Water Management  
City of Franklin  
124 Lumber Drive  
Franklin, TN 37064

RE: Bobby Drive Water Main Improvements  
Amendment to Scope of Engineering Services

Dear Mr. Hilty:

Thank you for this opportunity to provide professional engineering services for the above referenced project. We have prepared the following scope amendment for additional services to COF Contract No. 2015-0075 based on the meeting held on Thursday, July 16<sup>th</sup> with the City of Franklin.

## **REVISED SCOPE OF SERVICES**

### **Task 1 – Additional Survey (\$2,500)**

OHM Advisors will perform a field survey (additional to the original survey scope) along the Southern right-of-way of Bobby Drive from the intersection of Hillsboro Road to the intersection of Bradley Drive. This revised survey shall include locating all physical above ground improvements to the existing roadway and no less than 10' inside the private properties adjoining such southern roadway. This survey shall include, but is not limited to, the location of existing utilities, driveways, headwalls, shrubs and trees 8" in diameter or larger, along with ground elevations in order to produce 1' contours along the entire southern length of Bobby Drive.

### **Task 2 – Easement Descriptions and Exhibits (\$10,000)**

OHM Advisors will provide an easement description and exhibit for each parcel in connection with a 20' temporary construction easement upon obtaining property information from the City of Franklin of those parcels that will be affected by the water main improvements project designed in COF Contract No. 2015-0075. Any layout of such easements (temporary and/or construction) shall be considered additional services and billed outside this budget.

### **Task 3 – Geotechnical Services (\$13,000)**

OHM Advisors has received a price proposal from K.S. Ware & Associates for geotechnical services, including: fifteen (15) soil borings along the proposed water line alignment, standard penetration testing, soil sampling for laboratory testing, groundwater measurement, and a subsequent geotechnical report discussing the results. This price proposal has been included as an attachment to this proposal and will be paid to OHM Advisors as a pass-through reimbursement.

## **SCHEDULE**

The project will commence immediately upon authorization to proceed. Survey results will be delivered within 10 days of receipt of signed agreement. Easement descriptions and exhibits will be delivered at 50% plans submittal.



## COMPENSATION

The services outlined above will be performed on an hourly basis for the not-to-exceed amount of twenty-five thousand five hundred dollars (\$25,500.00) at the attached billing rate. The City will be invoiced for services on a monthly basis.

We look forward to providing professional services on this project. If you have any questions, please contact me at 615-517-0429 or Nitaya Chayangkura at 615-243-5614.

Sincerely,  
Orchard, Hiltz & McCliment, Inc.

Steve Chizek, P.E. Managing Director

Encl: OHM Advisors 2015 Hourly Rate Schedule

cc: Nitaya Chayangkura, P.E., Project Engineer



ARCHITECTS. ENGINEERS. PLANNERS.

### 2015 HOURLY RATES SCHEDULE

|                                                      |           |
|------------------------------------------------------|-----------|
| Professional Engineer IV/Architect IV .....          | \$ 155.00 |
| Professional Engineer III/Architect III .....        | \$ 135.00 |
| Professional Engineer II/Architect II .....          | \$ 125.00 |
| Professional Engineer I/Architect I .....            | \$ 112.00 |
| Graduate Engineer III .....                          | \$ 115.00 |
| Graduate Engineer II .....                           | \$ 108.00 |
| Graduate Engineer I .....                            | \$ 100.00 |
| Graduate Architect III/Landscape Architect III ..... | \$ 108.00 |
| Graduate Architect II/Landscape Architect II .....   | \$ 88.00  |
| Graduate Architect I/Landscape Architect I .....     | \$ 78.00  |
| Technician IV .....                                  | \$ 110.00 |
| Technician III .....                                 | \$ 100.00 |
| Technician II .....                                  | \$ 87.00  |
| Technician I .....                                   | \$ 66.00  |
| Engineering/Architectural Aide .....                 | \$ 52.00  |
| Professional Surveyor III .....                      | \$ 140.00 |
| Professional Surveyor II .....                       | \$ 125.00 |
| Professional Surveyor I .....                        | \$ 110.00 |
| Graduate Surveyor .....                              | \$ 100.00 |
| Surveyor III .....                                   | \$ 97.00  |
| Surveyor II .....                                    | \$ 90.00  |
| Surveyor I .....                                     | \$ 70.00  |
| Surveyor Aide .....                                  | \$ 52.00  |
| Planner IV .....                                     | \$ 135.00 |
| Planner III .....                                    | \$ 120.00 |
| Planner II .....                                     | \$ 100.00 |
| Planner I .....                                      | \$ 70.00  |
| Planner Aide .....                                   | \$ 52.00  |
| Graphic Designer .....                               | \$ 100.00 |
| Data Base Developer .....                            | \$ 175.00 |
| IT Technician III .....                              | \$ 160.00 |
| IT Technician II .....                               | \$ 140.00 |
| IT Technician I .....                                | \$ 85.00  |
| Administrative Support .....                         | \$ 55.00  |
| Clerical Aide .....                                  | \$ 45.00  |
| Principal .....                                      | \$ 180.00 |
| Senior Associate .....                               | \$ 170.00 |
| Associate .....                                      | \$ 160.00 |
| 3-Man Survey Crew w/Equipment (Per Hr) .....         | \$ 230.00 |
| 2-Man Survey Crew w/Equipment (Per Hr) .....         | \$ 200.00 |
| 1-Man Survey w/Robotic Equipment (Per Hr) .....      | \$ 160.00 |

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR THE BOBBY DRIVE WATER LINE  
IMPROVEMENTS PROJECT  
COF Contract No. 2015-0075**

**THIS AMENDMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **City of Franklin, Tennessee** ("City") and **OHM ADVISORS** ("Consultant").

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Preliminary Engineering of the Bobby Drive Water Line Improvements ("Project"), dated the 12<sup>th</sup> day of May 2015; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of FIFTY-FIVE THOUSAND THREE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$55,313.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

**WHEREAS**, the City and Consultant realize the need for additional design work to fully complete the Project's final design; and

**WHEREAS**, the Consultant has provided a Proposal for an increase in engineering services for the Bobby Drive Water Line Improvements Project, as described in **Exhibit A** dated July 30, 2015, in the amount of **TWENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$25,500.00)**; 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 July 30, 2015, 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-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$25,500.00).**

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated May 12, 2015, are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

**OHM ADVISORS**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**  
City Administrator  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney



July 9, 2015

Mr. Paul Holzen, PE  
Engineering Manager  
City of Franklin  
109 Third Avenue South  
Franklin, TN 37064

**Re: Proposal for Additional Engineering Services related to  
Reclaimed Water System  
Fire Hall Sewer Extension**

Dear Paul:

We are requesting an additional service amendment for additional services related to the extension of reclaimed water transmission system to the current Fire Hall Sewer Extension project. Based on prior discussions and the meeting of July 8, 2015 with members of the City's engineering and water management department staff, the scope of the reclaimed water additions will include:

- 12-inch reclaimed water line addition connecting at the existing reclaimed water line located at Seven Mile Creek and extending east following the route of the proposed sanitary sewer extension to Long Lane (a distance of approximately 1,450 LF) and
- 12-inch reclaimed water line addition continuing from the aforementioned Long Lane and continuing south along old Long Lane paralleling the proposed sanitary sewer extension and terminating just beyond the final manhole of the sewer extension in old Long Lane (a distance of approximately 1,925 LF)

We have identified the following additional scope of services:

- Preparation of exhibits and cost estimates for potential line extensions.
- Preparation of drawing(s) showing all reclaimed water line improvements to be made to accomplish the extension (plan and profile).
- Preparation of technical specifications utilizing City of Franklin standard specifications.
- Preparation of applicable standard details utilizing City of Franklin standard details.
- Preparation of revised easement exhibits and descriptions for two properties (these are revisions to easements already in place for the sanitary sewer extension).
- Adjustments to Bid Form to include Reclaimed Water Line pay items.



- Adjustments to Measurement and Payment Specifications to include Reclaimed Water Line pay items.
- Revision of I-65 tunnel design to modify and upsize for reclaimed water line.
- Additional project management and one additional project meeting.

We respectfully request a contract amendment in the lump sum amount of \$11,810.00.

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", is written over the printed name.

Keith Davis, PE,  
Secretary

**AMENDMENT NO. 1 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 \_\_\_\_\_, 2015, 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 9<sup>th</sup> 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 Consultant realize the need for additional design work to fully complete the Project's final design; 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 July 9, 2015, in the amount of **ELEVEN THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$11,810.00)**; 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 July 9, 2015, 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 **ELEVEN THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$11,810.00).**

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, 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:**

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney

**EXHIBIT A - Ordinance 2015-44**  
**Pre-Construction Conditions**  
**Date: 08/17/2015**

**CAROTHERS PKWY at MURFREESBORO RD (SR-96)**  
END - 35 MPH Speed Limit

**SPEED  
LIMIT  
35**

**CAROTHERS PKWY at UPLAND DR**  
END - 30 MPH Speed Limit  
BEGIN - 35 MPH Speed Limit

**SPEED  
LIMIT  
30**

**S CAROTHERS RD at 800' SE OF FALCON CREEK DRIVE**  
END - 35 MPH Speed Limit  
BEGIN - 30 MPH Speed Limit

**SPEED  
LIMIT  
35**

**CAROTHERS PARKWAY**  
Under Construction

**S CAROTHERS RD at CITY LIMITS**  
BEGIN - 35 MPH Speed Limit

**EXHIBIT B** - Ordinance 2015-44  
Construction Conditions  
Date: 08/17/2015

**CAROTHERS PKWY at MURFREESBORO RD (SR-96)**  
END - 35 MPH Speed Limit

**SPEED  
LIMIT  
35**

**CAROTHERS PKWY at UPLAND DR**  
END - 20 MPH Speed Limit  
BEGIN - 35 MPH Speed Limit

**SPEED  
LIMIT  
20**

**S CAROTHERS RD at FALCON CREEK DR**  
END - 35 MPH Speed Limit  
BEGIN - 20 MPH Speed Limit

**SPEED  
LIMIT  
35**

**S CAROTHERS RD at CORBERT LN**  
END - 20 MPH Speed Limit  
BEGIN - 35 MPH Speed Limit

**CAROTHERS PARKWAY**  
Under Construction

**SPEED  
LIMIT  
20**

**S CAROTHERS RD at CITY LIMITS**  
BEGIN - 20 MPH Speed Limit

**EXHIBIT C - Ordinance 2015-44**  
**Proposed Conditions**  
**Date: 08/17/2015**

**CAROTHERS PKWY to MURFREESBORO RD (SR-96)**  
40 MPH Speed Limit

**SPEED  
LIMIT  
40**

**S CAROTHERS RD at CAROTHERS PKWY**  
END - 30 MPH Speed Limit

**SPEED  
LIMIT  
30**

**S CAROTHERS RD at CONNECTOR RD**  
END - 35 MPH Speed Limit  
BEGIN - 30 MPH Speed Limit

**CONNECTOR RD at S CAROTHERS RD**  
END - 35 MPH Speed Limit

**CONNECTOR RD at CAROTHERS PKWY**  
BEGIN - 35 MPH Speed Limit

**CAROTHERS PKWY to LONG LN**  
40 MPH Speed Limit

**SPEED  
LIMIT  
35**

**S CAROTHERS RD at CITY LIMITS**  
BEGIN - 35 MPH Speed Limit

## **ORDINANCE 2015-44**

### **TO BE ENTITLED: “AN ORDINANCE TO SET NEW SPEED LIMITS ON CAROTHERS PARKWAY, SOUTH CAROTHERS ROAD, AND CONNECTOR ROAD UPON COMPLETION OF THE CAROTHERS PARKWAY SOUTH EXTENSION CONSTRUCTION PROJECT.”**

**WHEREAS**, the City of Franklin Board of Mayor and Aldermen have approved the construction of the Carothers Parkway South Extension Project (COF Contract No. 2013-0048), from Long Lane to Falcon Creek subdivision; and

**WHEREAS**, prior to construction activities, the speed limits on Carothers Parkway were set at Thirty Miles per Hour (30 MPH), from the ninety (90) degree curve at Falcon Creek subdivision to Upland Drive, and at Thirty-Five Miles per Hour (35 MPH), from Upland Drive to Murfreesboro Road (SR-96); and

**WHEREAS**, prior to construction activities, the speed limits on South Carothers Road were set at Thirty-Five Miles per Hour (35 MPH), from the City Limits to approximately 800 feet southeast of Falcon Creek Drive, and at Thirty Miles per Hour (30 MPH), from approximately 800 feet southeast of Falcon Creek Drive to the ninety (90) degree curve at Falcon Creek subdivision; and

**WHEREAS**, these speed limits, prior to construction, are shown in Exhibit A; and

**WHEREAS**, on April 22, 2014, the City of Franklin Board of Mayor and Aldermen approved, at second and final reading, Ordinance 2014-05, which temporarily lowered the speed limits, as shown in Exhibit B on sections of Carothers Parkway and South Carothers Road for the duration of construction on the Carothers Parkway South Extension Project; and

**WHEREAS**, the Carothers Parkway South Extension Project will create three (3) new stop-controlled intersections, one (1) at the intersection of Connector Road and Carothers Parkway, one (1) at the intersection of South Carothers Road and Connector Road, and one (1) at the intersection of South Carothers Road and Carothers Parkway; and

**WHEREAS**, the Carothers Parkway South Extension Project is designed for a Forty Miles per Hour (40 MPH) posted speed limit and is nearing final completion; and

**WHEREAS**, Engineering Department Staff have carefully examined the new roadway geometry created by the Carothers Parkway South Extension Project and recommend revised speed limits.

### **NOW, THEREFORE:**

**SECTION I: BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that, upon completion of the Carothers Parkway South Extension Project, the speed limits, in both directions, for Carothers Parkway, South Carothers Road, and Connector Road be set as shown in Exhibit C and as follows:

#### Carothers Parkway

Forty Miles per Hour (40 MPH) from Long Lane to Murfreesboro Road (SR-96)

#### South Carothers Road

Thirty-Five Miles per Hour (35 MPH) from the City Limits to Connector Road, and

Thirty Miles per hour (30 MPH) from Connector Road to Carothers Parkway

Connector Road

Thirty-Five Miles per Hour (35 MPH) from Carothers Parkway to South Carothers Road

**SECTION III: BE IT FURTHER ORDAINED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

**SECTION IV: BE IT FINALLY ORDAINED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety and welfare of the citizens of Franklin requiring it.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE**

**BY:** \_\_\_\_\_  
**ERIC S. STUCKEY**  
**CITY ADMINISTRATOR**

**BY:** \_\_\_\_\_  
**DR. KEN MOORE**  
**MAYOR**

**Approved as to Form:**

\_\_\_\_\_  
**Shauna R. Billingsley, City Attorney**

**PASSED FIRST READING**

\_\_\_\_\_

**PASSED SECOND READING**

\_\_\_\_\_

**CITY OF FRANKLIN**  
**TENNESSEE**

**MEMO**

TO: Board of Mayor and Aldermen  
FROM: Public Works Committee *BY: D.P.*  
RE: Policy on Water and Sewer Availability  
Within City Boundaries  
DATE: October 27, 1992

At our last Public Works Committee meeting we voted (3-0) to approve and recommend to the full Board the conditions that must be met for granting of water and sewer availability within the City's boundaries. The required conditions are as follows:

1. The City has availability capacity in its collection and/or distribution systems and the treatment facilities required to handle the additions expected sewage discharge and/or water demand for the proposed project(s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions of the water and/or sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 1/2) year time limit for the start of construction on the project; and
4. The Board determines that such extension of water and sewer is in the best interest of the water and sewer customers of the City and in the public interest generally.

*BOARD APPROVED*

*11-10-92*

cc: David Parker  
Marshall Liggett  
Ted Cook  
Doug Berry  
June Baker  
Lennice Smithson

## **RESOLUTION 2015-32**

### **TO BE ENTITLED A “ RESOLUTION TO AMEND THE CITY POLICY ON WATER AND SANITARY SEWER AVAILABILITY”**

WHEREAS, in August of 1986 the Board of Mayor and Aldermen adopted a policy which prohibited the extension of sanitary sewer mains outside the City Limits; and

WHEREAS, in November of 1992 this policy was rescinded and the extension of sanitary sewer mains outside the City Limits was allowed with certain conditions; and

WHEREAS, the connection to a central wastewater treatment system and the elimination of on-site treatment promotes the health, safety and welfare of all residents by protecting the environment and providing for regulatory safeguards.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, to adopt the following policy on Water and Sanitary Sewer Availability regardless of whether the property is inside or outside of the City Limits:

1. The City has available capacity in its collection and/or distribution systems and the treatment facilities required to handle the additional expected sanitary sewage discharge and/or water demand for the proposed projects (s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions and/or necessary upgrades of the water and/or sanitary sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 ½) year time limit for the start of construction on the project; and
4. Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City’s Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City’s corporate limits or when not contiguous to the City’s corporate limits, as determined by the Board of Mayor and Aldermen; and
5. The Board of Mayor and Aldermen determines that such extension(s) of water and/or sanitary sewer service is in the best interest of the water and sanitary sewer customers of the City and in the public interest generally.

BE IT FURTHER RESOLVED, that the City Administrator shall be authorized to execute the standard annexation agreement, as shown in Attachment A, without first seeking approval from the Board of Mayor and Aldermen.

IT IS SO RESOLVED AND DONE on this 13th day of October, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: \_\_\_\_\_

ERIC S. STUCKEY  
City Administrator

By: \_\_\_\_\_

Dr. Ken Moore  
Mayor

Approved as to Form

By: \_\_\_\_\_

Shauna R. Billingsley  
City Attorney

**ANNEXATION AGREEMENT  
COF CONTRACT NO 2015-\_\_\_\_\_**

This Agreement is between the City of Franklin, Tennessee ("City") and \_\_\_\_\_ ("Owners"), and is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WHEREAS**, the Owners have submitted an availability request for utility service to the City; and

**WHEREAS**, the Franklin Board of Mayor and Aldermen (BOMA) have adopted Conditions and Requirements to Obtain Water and Sanitary Sewer Availability (date of adoption?); and

**WHEREAS**, the Conditions and Requirements to Obtain Water and Sanitary Sewer Availability require annexation at such time the property becomes continuous to the City's corporate limits or as determined by the BOMA.

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

1. Owners represent that they are the legal Owners of the following real estate located in Williamson County, Tennessee:

(Provide address and/or Map and Parcel Number for property to be served)

2. In Exchange for the City's agreement to allow Owners to connect their property to one or more of the City's Utility Systems, the Owners, on behalf of themselves, their heirs, successors and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
3. City shall allow Owners to connect utilities serving Owners property to the City's systems. Owners shall make this connection at their expense, obtain all necessary permits for the connection and pay all fees required to connect to the City's systems.
4. All utilities serving Owners' property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State and Federal regulations and standards.
5. To the extent allowed by law, City may annex Owners' property into the City, without further action of the Owners, after owners' property becomes contiguous to the corporate limits of the City.
6. Owners irrevocably appoint the City Administrator of Franklin, Tennessee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs,

successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

7. If requested by the City Administrator, Owners shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of Owners' property to the Director of Planning and Sustainability for presentation to the BOMA. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City.
8. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.
9. Owners shall give a copy of this agreement to each and every person who buys all or a portion of Owners' property. The Owner shall have this agreement recorded against the property at the Williamson County Registers of Deeds office.
10. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this agreement, City may terminate utility service to Owners' property and disconnect the utility lines serving Owners' property from the City's systems. City shall give Owners six (6) months prior written notice of its intent to terminate service.
11. The City reserves the right to terminate this Agreement upon written notice to the Owners or their heirs, successors or assigns. Said termination shall not be deemed a "breach of contract" by the City.
12. The City shall have no liability except as specifically provided for in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
15. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

**Approved by the Franklin Board of Mayor and Aldermen on \_\_\_\_\_, 20\_\_.**

**WITNESS** our hands on the dates as indicated.

**Owner**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE                    )  
                                                          )  
COUNTY OF \_\_\_\_\_)

Before me, \_\_\_\_\_, a Notary Public of said County and State, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_\_\_self to be \_\_\_\_\_ (or other officer authorized to execute the instrument) of Boyle Investment Company the within named bargainor, a limited liability company, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by \_\_\_\_\_self as \_\_\_\_\_.

Witness my hand and seal, at Office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Eric S. Stuckey  
City Administrator/Recorder

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

Date: \_\_\_\_\_

COUNTY OF WILLIAMSON )

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

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

My Commission Expires:\_\_\_\_\_

Approved as to form by:

Shauna R. Billingsley, City Attorney

**CITY OF FRANKLIN**  
**TENNESSEE**

**MEMO**

TO: Board of Mayor and Aldermen  
FROM: Public Works Committee *By: D.P.*  
RE: Policy on Water and Sewer Availability  
Within City Boundaries  
DATE: October 27, 1992

At our last Public Works Committee meeting we voted (3-0) to approve and recommend to the full Board the conditions that must be met for granting of water and sewer availability within the City's boundaries. The required conditions are as follows:

1. The City has availability capacity in its collection and/or distribution systems and the treatment facilities required to handle the additions expected sewage discharge and/or water demand for the proposed project(s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions of the water and/or sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 1/2) year time limit for the start of construction on the project; and
4. The Board determines that such extension of water and sewer is in the best interest of the water and sewer customers of the City and in the public interest generally.

*BOARD APPROVED*

*11-10-92*

cc: David Parker  
Marshall Liggett  
Ted Cook  
Doug Berry  
June Baker  
Lennice Smithson