



City of Franklin

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

Meeting Agenda Capital Investment Committee

Wednesday, August 27, 2014

4:00 PM

Board Room

Call To Order

Citizen Comment

Approval of Minutes

Other Business

1. [14-257](#) Consideration of a Special Construction Agreement (COF Contract No. 2014-0152) with BellSouth Telecommunications, LLC for the relocation of utilities associated with the Century Beasley Connector Project

Sponsors: David Parker
Attachments: [COF Contract No. 2014-0151](#)
2. [14-245](#) Consideration of Mack Hatcher Parkway Land Exchange (COF Contract No. 2014-0184) - Report for CIC Meeting on August 27, 2014

Sponsors: David Parker
Attachments: [Site Access Plan](#)
[COF Contract No. 2014-0184](#)
3. [14-235](#) Consideration of Ordinance 2014-24 "An Ordinance Amending the City of Franklin Municipal Code, Appendix A - Comprehensive Fees and Penalties, Chapter 16. Streets and Sidewalks, Etc. and Chapter 18. Water and Sewer".

Sponsors: Engineering
Attachments: [Ordinance 2014-24](#)
4. [14-246](#) Sewer Availability Request for 459 Franklin Road (Map 53 Parcel 23.00)

Sponsors: David Parker
Attachments: [459 Franklin Road Map](#)
[459 Franklin Road Request](#)

5. [14-247](#) Sewer Availability Request for 4115 Clovercroft Road (Map 80 Parcel 31.02)
- Sponsors:** Engineering
- Attachments:** [4115 Clovercroft Road Map](#)
 [4115 Clovercroft Road Request](#)
6. [14-248](#) Consideration of Change Order No. 1 (Final Change Order) for the Victoria Court/Ralston Creek Stream Restoration Project (COF Contract No. 2012-0090)
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2012-0090 Change Order No. 1](#)
7. [14-249](#) Consideration of Revised Supplement No. 1 to the Tennessee Department of Transportation (TDOT) Contract No. 7913 (COF Contract No. 2012-0161) for Water Line Relocation for the I65 Widening/Goose Creek Interchange Project
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2012-0161 \(TDOT Contract No. 7913\) Supplement No. 1](#)
8. [14-250](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2012-0205) with Barge Waggoner Sumner & Cannon (BWSC) for the 11th Avenue South Improvements Project
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2012-0205 Amendment No. 1](#)
 [COF Contract No. 2012-0205 Amendment No. 1 Exhibit A](#)
9. [14-251](#) Consideration of Amendment No. 2 to the TDOT Local Program Agency Agreement, PIN 109424.00, (COF Contract No. 2012-0190) for the 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase 1)
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2012-0190 \(TDOT PIN 109424.00\) Amendment No. 2](#)
10. [14-252](#) Consideration of a Professional Services Agreement (COF Contract No. 2014-0160) with Gresham Smith & Partners (GS&P) for the Construction Administration, Engineering, and Inspection (CEI) services for the Hillsboro Road Improvements Projects Phase 2, Independence Square to Mack Hatcher Parkway
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2014-0160](#)
 [COF Contract No. 2014-0160 Exhibit A](#)

11. [14-253](#) Consideration of Amendment No. 2 to the Professional Services Agreement (COF Contract No. 2012-0076) with Sullivan Engineering, Inc. for Additional Construction Administration and Inspection Services for the McEwen Drive Temporary Connector Project in an amount not to exceed \$27,100.00
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2012-0076 Amendment No. 2](#)
[COF Contract No. 2012-0076 Amendment No. 2 Exhibit A](#)
12. [14-254](#) Consideration of Change Order No. 2 (FINAL) to the McEwen Drive Temporary Connector Construction Contract (COF Contract No. 2012-0151) with The Parkes Companies, Inc. for a DECREASE in the amount of \$177,719.12
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2012-0151 Change Order No. 2 \(FINAL\)](#)
13. [14-255](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2013-0021) with CDM Smith, Inc. for Additional Construction Engineering and Inspection Services for the Carothers Parkway South Extension Project in an amount not to exceed \$253,500.00
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2013-0021 Amendment No. 1](#)
[COF Contract No. 2013-0021 Amendment No. 1 Exhibit A](#)
14. [14-256](#) Consideration of Change Order No. 2 to the Contract with Mountain States Contractors, LLC for the Construction of Carothers Parkway South Extension (COF Contract No. 2013-0048, Resolution 2013-37) for an INCREASE of \$2,470,500.43
- Sponsors:** Engineering
- Attachments:** [COF Contract No. 2013-0048 Change Order No. 2](#)

Adjournment

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

SPECIAL CONSTRUCTION AGREEMENT

Project #: 9483290

Authority: 58C15348N

AT&T Contact: David Tutterrow

Telephone #: (615) 595-7816

Customer Name: City of Franklin

Customer Number: (615) 791-3218

Work Site Address: New connector road
between Century/Beasley Rds.

This Special Construction Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast ("AT&T") and City of Franklin ("City"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on **Exhibit 1**, (<http://cpr.bellsouth.com/pdf/tn/g005.pdf>) attached hereto and incorporated herein by this reference ("Special Construction"). **Payment in full is required within thirty days after AT&T issues an Invoice to the City for the Special Construction Charges.**
3. **Early Termination.** Should City terminate or cancel this Agreement prior to the completion of construction, City shall be liable for reasonable costs for labor, materials and equipment incurred by AT&T in preparing to perform and in performing the terminated Special Construction Charges.
4. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, if and as may be applicable.
5. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when 'taken together shall constitute one and the same instrument.
8. **Effect of Waiver.** No consent or waiver, express or Implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.
9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
10. **Modification.** This Agreement Constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties

forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

11. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Tennessee, without regard to, Tennessee's conflict of law principles.
12. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
13. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
14. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE. EXCEPT BY A WRITEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for sixty (60) days from the date of this letter.

CITY OF FRANKLIN

AT&T SOUTHEAST

By Dr. Ken Moore, Mayor

By David Tutterrow

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: Mayor

Title: MGR OSP PLNG & ENGRG DESIGN

Date: _____

Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

■

EXHIBIT 1
DESCRIPTION OF SPECIAL CONSTRUCTION

Relocate RT, Crossbox, and associated fiber and copper cables in existing easement to allow construction of a new connector road between Century and Beasley roads in Franklin, TN. The estimated cost and schedule are shown below:

Estimated Cost:

\$ 130,652.62	AT&T Labor (Construction, Engineering etc)
\$ 32,800.42	Contract Labor
<u>\$ 128,629.68</u>	<u>Material Cost</u>
\$ 292,082.70	Total Cost

AT&T shall provide copies of all invoices associated with this project prior to reimbursement by the City of Franklin, TN.

Estimated Schedule:

Construction is estimated to be completed within 5 months from the date the contract is fully executed.



FRANKLIN FIRST UNITED METHODIST CHURCH PUD
SITE PLAN, SECTION 1
ALDERSGATE WAY FRANKLIN TN



FRANKLIN PROJECT NO.: 2645
SITE PLAN- POST PLANNING COMMISSION SUBMITTAL
16 AUGUST 13
SITE PLAN- POST PLANNING COMMISSION SUBMITTAL
20 MAY 13

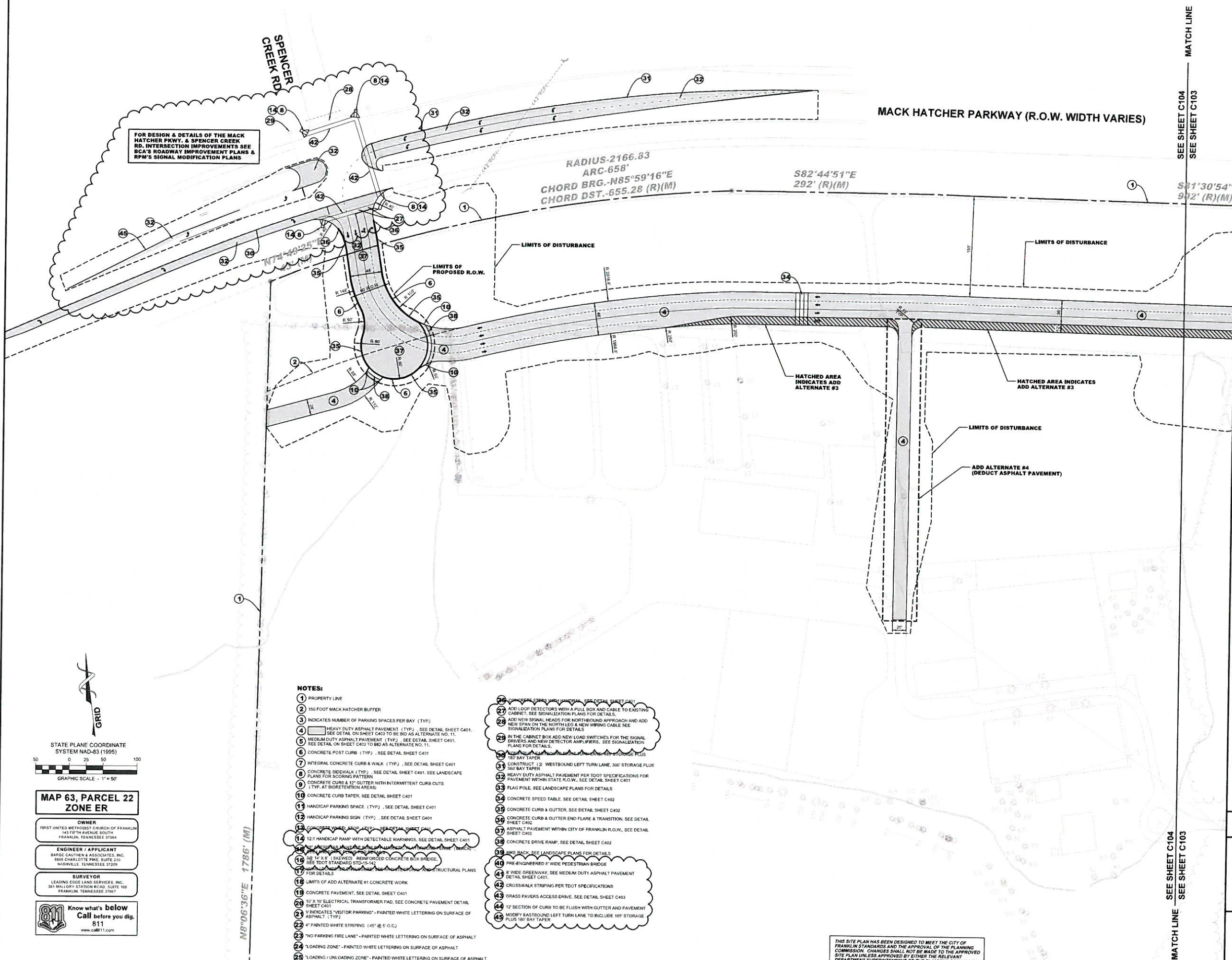
11011



SITE PLAN

C104

MATCH LINE SEE SHEET C104 SEE SHEET C103



FOR DESIGN & DETAILS OF THE MACK HATCHER PKWY. & SPENCER CREEK RD. INTERSECTION IMPROVEMENTS SEE BCA'S ROADWAY IMPROVEMENT PLANS & RPM'S SIGNAL MODIFICATION PLANS

RADIUS-2166.83
ARC-658'
CHORD BRG.-N85°59'16"E
CHORD DST.-655.28 (R)(M)

S82°44'51"E
292' (R)(M)

S81°30'54"E
902' (R)(M)

LIMITS OF DISTURBANCE

LIMITS OF DISTURBANCE

LIMITS OF DISTURBANCE

HATCHED AREA INDICATES ADD ALTERNATE #3

HATCHED AREA INDICATES ADD ALTERNATE #3

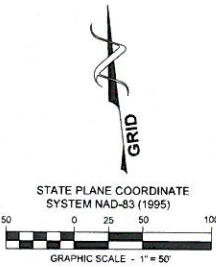
ADD ALTERNATE #4 (DEDUCT ASPHALT PAVEMENT)

NOTES:

- 1 PROPERTY LINE
- 2 150 FOOT MACK HATCHER BUFFER
- 3 INDICATES NUMBER OF PARKING SPACES PER BAY (TYP.)
- 4 HEAVY DUTY ASPHALT PAVEMENT (TYP.) SEE DETAIL SHEET C401. SEE DETAIL ON SHEET C403 TO BE BID AS ALTERNATE NO. 11.
- 5 MEDIUM DUTY ASPHALT PAVEMENT (TYP.) SEE DETAIL SHEET C401. SEE DETAIL ON SHEET C403 TO BE BID AS ALTERNATE NO. 11.
- 6 CONCRETE POST CURB (TYP.) SEE DETAIL SHEET C401
- 7 INTEGRAL CONCRETE CURB & WALK (TYP.) SEE DETAIL SHEET C401
- 8 CONCRETE SIDEWALK (TYP.) SEE DETAIL SHEET C401. SEE LANDSCAPE PLANS FOR SCORING PATTERN
- 9 CONCRETE CURB & 12" GUTTER WITH INTERMITTENT CURB CUTS (TYP. AT BIOTRETENTION AREAS)
- 10 CONCRETE CURB TAPER. SEE DETAIL SHEET C401
- 11 HANDICAP PARKING SPACE (TYP.) SEE DETAIL SHEET C401
- 12 HANDICAP PARKING SIGN (TYP.) SEE DETAIL SHEET C401
- 13 CONCRETE WHEEL STOP (TYP.) SEE DETAIL SHEET C401
- 14 12"1 HANDICAP RAMP WITH DETECTABLE WARNING. SEE DETAIL SHEET C401
- 15 12"1 HANDICAP RAMP WITH DETECTABLE WARNING. SEE DETAIL SHEET C401
- 16 12"1 HANDICAP RAMP WITH DETECTABLE WARNING. SEE DETAIL SHEET C401
- 17 12"1 HANDICAP RAMP WITH DETECTABLE WARNING. SEE DETAIL SHEET C401
- 18 LIMITS OF ADD ALTERNATE #1 CONCRETE WORK
- 19 CONCRETE PAVEMENT. SEE DETAIL SHEET C401
- 20 12" X 12" ELECTRICAL TRANSFORMER PAD. SEE CONCRETE PAVEMENT DETAIL SHEET C401
- 21 V INDICATES "VISITOR PARKING". PAINTED WHITE LETTERING ON SURFACE OF ASPHALT (TYP.)
- 22 4" PAINTED WHITE STRIPING (45' @ 5' O.C.)
- 23 "NO PARKING FIRE LANE". PAINTED WHITE LETTERING ON SURFACE OF ASPHALT
- 24 "LOADING ZONE". PAINTED WHITE LETTERING ON SURFACE OF ASPHALT
- 25 "LOADING / UNLOADING ZONE". PAINTED WHITE LETTERING ON SURFACE OF ASPHALT

- 26 CONCRETE STRIP WITH HANDRAIL. SEE DETAIL SHEET C401
- 27 ADD LOOP DETECTORS WITH A PULL BOX AND CABLE TO EXISTING CABINET. SEE SIGNALIZATION PLANS FOR DETAILS.
- 28 ADD NEW SIGNAL HEADS FOR NORTHBOUND APPROACH AND ADD NEW SPAN ON THE NORTH LEG & NEW WIRING CABLE SEE SIGNALIZATION PLANS FOR DETAILS.
- 29 IN THE CABINET BOX ADD NEW LOAD SWITCHES FOR THE SIGNAL DRIVERS AND NEW DETECTOR AMPLIFIERS. SEE SIGNALIZATION PLANS FOR DETAILS.
- 30 180' BAY TAPER
- 31 180' BAY TAPER
- 32 CONSTRUCT (2) WESTBOUND LEFT TURN LANE, 300' STORAGE PLUS 360' BAY TAPER
- 33 HEAVY DUTY ASPHALT PAVEMENT PER TDDT SPECIFICATIONS FOR PAVEMENT WITHIN STATE R.O.W. SEE DETAIL SHEET C401
- 34 FLAG POLE. SEE LANDSCAPE PLANS FOR DETAILS
- 35 CONCRETE SPEED TABLE. SEE DETAIL SHEET C402
- 36 CONCRETE CURB & GUTTER. SEE DETAIL SHEET C402
- 37 CONCRETE CURB & GUTTER END FLARE & TRANSITION. SEE DETAIL SHEET C402
- 38 ASPHALT PAVEMENT WITHIN CITY OF FRANKLIN R.O.W. SEE DETAIL SHEET C402
- 39 CONCRETE DRIVE RAMP. SEE DETAIL SHEET C402
- 40 BIKE RACK. SEE LANDSCAPE PLANS FOR DETAILS
- 41 PRE-ENGINEERED 8' WIDE PEDESTRIAN BRIDGE
- 42 8' WIDE GREENWAY. SEE MEDIUM DUTY ASPHALT PAVEMENT DETAIL SHEET C401.
- 43 CROSSWALK STRIPING PER TDDT SPECIFICATIONS
- 44 GRASS PAVERS ACCESS DRIVE. SEE DETAIL SHEET C403
- 45 12" SECTION OF CURB TO BE FLUSH WITH GUTTER AND PAVEMENT
- 46 MODIFY EASTBOUND LEFT TURN LANE TO INCLUDE 180' STORAGE PLUS 180' BAY TAPER

THIS SITE PLAN HAS BEEN DESIGNED TO MEET THE CITY OF FRANKLIN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE PLANNING COMMISSION.



MAP 63, PARCEL 22
ZONE ER

OWNER
FIRST UNITED METHODIST CHURCH OF FRANKLIN
143 FIFTH AVENUE SOUTH
FRANKLIN, TENNESSEE 37064

ENGINEER / APPLICANT
BARGE CAUTEN & ASSOCIATES, INC.
6801 CHARLOTTE PIKE, SUITE 210
NASHVILLE, TENNESSEE 37229

SURVEYOR
LEADING EDGE LAND SERVICES, INC.
361 MALLORY STATION ROAD, SUITE 108
FRANKLIN, TENNESSEE 37067

Know what's below
Call before you dig.
811
www.call811.com

This instrument prepared by:
State of Tennessee
Department of Transportation
Legal Office
Region III – 6601 Centennial Blvd.
Nashville, TN 37243

Federal Project No. F-106(5)
State Project No. 94092-2214-14
Williamson County
Tract No. 1
Inventory No. 2068

ACCESS EXCHANGE
FOR RIGHT OF INGRESS AND EGRESS

This Access Exchange by and between the **State of Tennessee**, hereinafter referred to as the State, and the **City of Franklin, Tennessee**, hereinafter referred to as Requestor:

Whereas, the Requestor desires to exchange their old location of the access for ingress and egress over the controlled access highway facility to a new location over the controlled access highway facility, each being of equal value, unless otherwise provided herein; and

Whereas, the State is willing to approve the access exchange of the location for the right of ingress and egress with the Requestor;

Now, therefore, in consideration of the premises and this exchange of access location, the State does hereby quitclaim and convey unto the Requestor for a public use purpose, subject to reversion to the State for failure to continue public ownership and use, the following described access right of ingress and egress in Williamson County, Tennessee on Highway State Route 397, also known as Mack Hatcher Parkway, being more particularly described as follows:

New Location of Access Right of Ingress and Egress Over and
Across Controlled Access Highway Facility

A new access control opening approximately sixty feet (60') wide located left of Station 434+85, said opening being located at the intersection of SR 397 and Spencer Creek Road, as shown on plans for Project #94092-2214-14. A copy of such plans is on record with the Tennessee Department of Transportation, 600 James K. Polk Building, Nashville, Tennessee 37243-0337.

Such access is located on a portion of the property conveyed to the State by Deed of Record in Deed Book 1071, Page 271, in the Register's Office for Williamson County, Tennessee, and being adjacent to the property acquired by Requestor pursuant to Right-of-Way Dedication as of record in Plat Book P59, Page 119, in the Register's Office for Williamson County, Tennessee.

In consideration of the premises and this exchange of access location, the Requestor does hereby agree to assume the responsibility for the opening of the new access and the closing of the old access to all motorized traffic and for relocating the access control fence in accordance with State specifications. Furthermore, the Requestor does hereby agree to release unto the State all right, title and interest in and to the following described access right of ingress and egress in Williamson County, Tennessee on Highway State Route 397, also known as Mack Hatcher

Federal Project No. F-106(5)
State Project No. 94092-2214-14
Williamson County
Tract No. 1

Page - 2 -

Parkway, as to all motorized traffic, such access to remain solely for the use of pedestrian and other non-motorized traffic, being more particularly described as follows:

Old Location of Access Right of Ingress and Egress Over and Across Controlled Access Highway Facility

An existing access control opening approximately fifty feet (50') wide located left of Station 408+50, said opening being located at the intersection of SR 397 and Daniel McMahon Lane, previously known as Spencer Creek Road, as shown on plans for Project #94092-2214-14. A copy of such plans is on record with the Tennessee Department of Transportation, 600 James K. Polk Building, Nashville, Tennessee 37243-0337.

Such access is located on a portion of the property conveyed to the State by Deed of Record in Deed Book 1071, Page 271, in the Register's Office for Williamson County, Tennessee.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as duly authorized officials of the respective parties hereto as of this the ____ day of _____, 2014.

CITY OF FRANKLIN, TENNESSEE

STATE OF TENNESSEE

BY: _____
KEN MOORE
MAYOR

BY: _____
JOHN C. SCHROER
COMMISSIONER OF TRANSPORTATION

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, JOHN C. SCHROER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Commissioner of Transportation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the State of Tennessee by himself as such Commissioner.

WITNESS my hand and official seal at office this ____ day of _____, 2014.

My Commission Expires: _____

NOTARY PUBLIC

Federal Project No. F-106(5)
State Project No. 94092-2214-14
Williamson County
Tract No. 1

Page - 3 -

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned a Notary Public in and for said State and County, the within named KEN MOORE, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Franklin, Tennessee, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Franklin, Tennessee by himself as such Mayor.

WITNESS my hand and official seal at office this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE, COUNTY OF _____

I (or we) hereby offering this instrument for recording within the meaning of the Statutes of the State of Tennessee, under T. C. A. Section 67-4-409, swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$_____, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

SWORN to and SUBSCRIBED before me this ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

REGION 3 RIGHT OF WAY DIVISION
6601 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4200

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR



CERTIFIED MAIL

July 11, 2014

Mr. Carl Baughman
City of Franklin
109 3rd Avenue South, Suite 142
Franklin, TN 37065-0305

RE: Excess Land Access Exchange Agreement Signature

Inv No.: 2068
Project: 94092-2214-14; F-106(5)
Tract: 1
County: Williamson

Dear Mr. Baughman:

Enclosed you will find the unexecuted Access Exchange Agreement which has been prepared for the above referenced project. Please obtain the necessary signatures and return it to me. After we receive the signed document from you we will have it executed by the proper appointed authority. We will then return it to you so that you can have it recorded by the Williamson County Register of Deeds and keep the original copy for your records. Please let me know if you have any questions.

Sincerely,

Casey J. Pounders

Casey Pounders
TDOT/Region 3/Excess Land Office
(615) 350-4214
Casey.pounders@tn.gov

ORDINANCE NUMBER 2014-24

TO BE ENTITLED: "AN ORDINANCE AMENDING THE CITY OF FRANKLIN MUNICIPAL CODE, APPENDIX A - COMPREHENSIVE FEES AND PENALTIES, CHAPTER 16. STREETS AND SIDEWALKS, ETC AND CHAPTER 18. WATER AND SEWER"

WHEREAS, the City of Franklin, Tennessee (City) provides plan review services related to private development to ensure compliance with various City Ordinances, City Development Standards and Federal and State Requirements; and

WHEREAS, plan review services are provided for the protection of the public health, safety and welfare; and

WHEREAS, the City desires to utilize consultants to provide an option for an expedited Post Planning Commission plan review and approval; and

WHEREAS, due to the cost of materials and labor, it is necessary to set fees for the City to be reimbursed for these costs; and

WHEREAS, the State of Tennessee requires that rates and fees be charged adequately in order to cover costs of such service.

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

SECTION I: That Title 16, Appendix A of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strikethrough~~ and to add the following text noted in **bold**:

CHAPTER 16. STREETS AND SIDEWALKS, ETC; APPENDIX A – COMPREHENSIVE FEES AND PENALITES

Right-of-Way Permit, Plan Review and Inspection Fees	
Roadway Plan Review	\$300
Grading and Drainage Plan Review	\$300
Grading and Drainage Plan Review Fee	\$600
Grading Only Plan Review Fee	\$300
Grading and Drainage Plan Review Fee with Consultant Expedited POST PC Review	\$1,500 Per submittal/review
Grading Only Plan Review Fee with Consultant Expedited POST PC Review	\$1,500 Per submittal/review

SECTION II: That Title 18, Appendix A of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strikethrough~~ and to add the following text noted in **bold**:

**CHAPTER 18. WATER AND SEWER
APPENDIX A – COMPREHENSIVE FEES AND PENALITES**

Plan Review Fees	
Water	\$300
Wastewater	\$300
Reclaimed Water	\$300
Water Plan Review Fee	\$300
Wastewater Plan Review Fee	\$300
Reclaimed Water Plan Review Fee	\$300
Water Plan Review Fee with Consultant Expedited POST PC Review	\$1,000 Per submittal/review
Wastewater Plan Review Fee with Consultant Expedited POST PC Review	\$1,000 Per submittal/review
Reclaimed Water Plan Review Fee with Consultant Expedited POST PC Review	\$1,000 Per submittal/review

SECTION III: BE IT FURTHER 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, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE,
Mayor

PASSED FIRST READING: _____

PUBLIC HEARING: _____

PASSED SECOND READING: _____

459 FRANKLIN ROAD SEWER AVAILABILITY EXHIBIT MAP

459 Franklin Road

FRANKLIN

MALLORY STATION

MALLORY STATION

LARKTON

TREESHORE

JACKSON LAKE



1 inch = 200 feet



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:	☐ Water Only ☒ Sewer Only ☐ Water & Sewer
Project Name	459 FRANKLIN RD
Subdivision, Section, Lot #	
Map & Parcel #	Book 93 Page 385
Property Address	459 FRANKLIN RD.
Existing Zoning	
City Project # (If Applicable)	
Anticipated sewage flows in Single Family Unit Equivalents (SFUEs). 1 SFUE = 350 GPD.	350 GPD
Anticipated Water Meter Size	N/A
Applicant's Name & Company	Jeremy Seaton Infinium Builders, L.L.C.
Applicant's Address	395 NORMANDY Cir. Nashville, TN 37209
Applicant's Email	jeremy@infiniumbuilders.com
Applicant's Phone #	865-589-0061

* MUST submit a preliminary plan with site map, including existing water and sewer lines near the site.

Apply to:

Patricia Proctor, P.E. – Utilities Project Manager
City of Franklin Engineering Department
109 3rd Ave South
Franklin, TN 37065

Date Submitted: 6/30/14

4115 CLOVERCROFT ROAD SEWER AVAILABILITY EXHIBIT MAP



4115 Clovercroft Road

CLOVERCROFT

GRIFFEN

ALLEY

AMELIA PARK

ALLEY



1 inch = 200 feet



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:	☐ Water Only ☒ Sewer Only ☐ Water & Sewer
Project Name	Phil Hutcherson
Subdivision, Section, Lot #	4115 Clovercroft Rd
Map & Parcel #	Map 80, Parcel 31.02
Property Address	4115 Clovercroft Rd.
Existing Zoning	
City Project # (If Applicable)	
Anticipated sewage flows in Single Family Unit Equivalents (SFUEs). 1 SFUE = 350 GPD.	①
Anticipated Water Meter Size	3 1/4 (3/4")
Applicant's Name & Company	Phil Hutcherson
Applicant's Address	P.O. Box 682245 / Franklin, TN 37068
Applicant's Email	phhutcherson@yahoo.com
Applicant's Phone #	615-790-1746

* MUST submit a preliminary plan with site map, including existing water and sewer lines near the site.

Apply to:

Patricia Proctor, P.E. – Utilities Project Manager
City of Franklin Engineering Department
109 3rd Ave South
Franklin, TN 37065

Date Submitted: 7/28/2014

**Request for Construction Change
Change Order No. 1 (FINAL)**

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

Contract No. 2012-0090
Project Victoria Court/Ralston Creek
Stream Restoration Project

Whereas, we **Viking Products, Inc.** entered into an contract with the CITY OF FRANKLIN, on January 14, 2014, 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:

- Final Adjusting Change Order reflecting balance remaining at end of the contract
- Address time increase for completion of project (additional 14 days)

Attachments (List documents supporting change):

- Summary of Payments to Viking Products, Inc. for work performed.

CHANGE IN CONTRACT PRICE:
Original Contract Price
<u>\$195,992.64</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 0:
<u>\$0.00</u>
Contract Price prior to this Change Order:
<u>\$195,992.64</u>
Net increase (decrease) of this Change Order:
<u>(\$15,275.90)</u>
Contract Price with all approved Change Orders:
<u>\$180,716.74</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: <u>4/24/2014</u>
Ready for final payment: <u>5/23/2014</u>
Net change from previous Change Orders No. 0 to 1:
Substantial Completion: <u>0 days</u>
Ready for final payment: <u>0 days</u>
Contract Times prior to this Change Order:
Substantial Completion: <u>4/24/2014</u>
Ready for final payment: <u>5/23/2014</u>
Net increase (decrease) this Change Order:
Substantial Completion: <u>43 days</u>
Ready for final payment: <u>35 days</u>
Contract Times with all approved Change Orders:
Substantial Completion: <u>6/6/2014</u>
Ready for final payment: <u>6/27/2014</u>

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

RECOMMENDED FOR APPROVAL BY:

By: _____
CITY PROJECT MANAGER

By: _____
DIRECTOR OF ENGINEERING

Date: _____

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

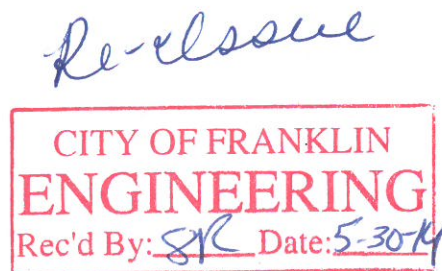
Date: _____

CONTRACTED						PAYMENT 1		PAYMENT 2		PAYMENT 3		FINAL PAYMENT		TOTAL TO DATE	
PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
000-01.01	Mobilization/demobilization	1	LS	\$3,600.00	\$3,600.00	50.00%	\$1,800.00			50.00%	\$1,800.00			100.00%	\$3,600.00
201-01.01	Clearing and Grubbing	1	LS	\$42,720.00	\$42,720.00	60.00%	\$25,632.00	40.00%	\$17,088.00					100.00%	\$42,720.00
202-01.50	Removal of Structures/ Obstructions ¹	1	LS	\$2,500.00	\$2,500.00					100.00%	\$2,500.00			100.00%	\$2,500.00
203-01.79	Excavation/Backfill	1920	CY	\$15.12	\$29,030.40					100.00%	\$29,030.40			100.00%	\$29,030.40
203-04.02	Topsoil stripping and stockpiling	701	CY	\$2.30	\$1,612.30					100.00%	\$1,612.30			100.00%	\$1,612.30
209-01.11	Construction Access (to include staging area)	1	LS	\$1,700.00	\$1,700.00	100.00%	\$1,700.00							100.00%	\$1,700.00
209-03.34	Stream mitigation - Log Vane	30	LF	\$40.00	\$1,200.00			100.00%	\$1,200.00					100.00%	\$1,200.00
209-06.02	12” diameter Coir Logs	500	LF	\$16.00	\$8,000.00					40.00%	\$3,200.00			40.00%	\$3,200.00
209-08.03	Temporary Silt Fence	1226	LF	\$1.60	\$1,961.60					100.00%	\$1,961.60			100.00%	\$1,961.60
209-09.24	Jute Mesh	43	SY	\$10.00	\$430.00									0.00%	\$0.00
209-65.14	Temporary Stream Diversion ²	1	LS	\$4,000.00	\$4,000.00					100.00%	\$4,000.00			100.00%	\$4,000.00
607-01.01	12” Concrete Pipe	30	LF	\$18.33	\$549.90					100.00%	\$549.90			100.00%	\$549.90
707-99.02	Temporary fencing ³	435	LF	\$0.69	\$300.15					100.00%	\$300.15			100.00%	\$300.15
740-10.01	Geotextile for Soil Stabilization (Woven and Non-woven)	360	SY	\$1.67	\$601.20			100.00%	\$601.20					100.00%	\$601.20
775-20.70	Finished seeding, mulching and watering	1	LS	\$3,500.00	\$3,500.00					100.00%	\$3,500.00			100.00%	\$3,500.00
802-01.10	Tree Install	77	Each	\$100.00	\$7,700.00			60.00%	\$4,620.00	40.00%	\$3,080.00			100.00%	\$7,700.00
802-02.30	Shrubs	45	EACH	\$50.00	\$2,250.00					100.00%	\$2,250.00			100.00%	\$2,250.00
G-1	Finish grading	4200	SY	\$0.40	\$1,680.00					100.00%	\$1,680.00			100.00%	\$1,680.00
SB-1	Crushed 3/4" stone base, compacted 6" deep for roadways and large areas	218	SY	\$6.88	\$1,499.84					100.00%	\$1,499.84			100.00%	\$1,499.84
EC-1	Synthetic Erosion Control Matting	1667	SY	\$2.74	\$4,559.25			100.00%	\$4,559.25					100.00%	\$4,559.25
SW-1	Stone wall, dry laid	2140	CF	\$25.70	\$54,998.00			100.00%	\$54,998.00					100.00%	\$54,998.00
OS-1	Outlet Structure	1	EA	\$1,000.00	\$1,000.00					100.00%	\$1,000.00			100.00%	\$1,000.00
HW-1	Headwall	1	EA	\$600.00	\$600.00					100.00%	\$600.00			100.00%	\$600.00
	Project contingency	1	LS	\$20,000.00	\$20,000.00				\$2,833.60		\$6,217.50		\$903.00	49.77%	\$9,954.10
TOTALS:						\$29,132.00		\$85,900.05		\$64,781.69		\$903.00		\$180,716.74	

	Project contingency				
EC-1	Erosion Control Matting	300	SY	\$2.735	\$820.50
SW-1	Stone wall, dry laid (behind 106 Victoria Ct)	1	LS	\$6,000.00	\$6,000.00
	Plants for steep slope	15	EA	\$20.00	\$300.00
TOTAL				\$7,120.50	



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
600 J.K. Polk Bldg.
NASHVILLE, TN 37243-0337



JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

Contract transmitted Date: ~~2/6/2014~~ 5/27/14

PATRICIA PROCTOR
CITY OF FRANKLIN
109 3RD AVE. SOUTH
FRANKLIN, TN 37064

Water Sewer

PROJECT#/S: 94002-2181-44 COUNTY/S: WILLIAMSON
FEDERAL#: IM/HPP-65-2(89) PIN #: 106269.01.00
DESCRIPTION: I-65, FROM N. OF SR-840 TO N. OF SR-248 (INCLUDES SR-248 - GOOSE CREEK
INTERCHANGE), 106269.01 AND 106269.02.

Please refer to the above captioned project number on all correspondence concerning utility relocation.

Dear Mr. PATRICIA PROCTOR,

Enclosed are two (2) originals of the contract between the State and your utility prepared to cover the adjustment of facilities belonging to your company on the above referenced project.

The Contracts must have all boxes checked and blank lines completed

The Contracts must be signed by **either**

- 1) **an officer of the company (President, Vice-President, or General Manager or**
- 2) **an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.**

This project is currently scheduled for letting. 8/30/2013

After all copies of the contract have been executed on behalf of the utility, please return TWO (2) ORIGINALS to me for further handling. A signed copy will be sent to you with the authorization to begin work once the contract is executed by TDOT.

Sincerely,

Michael Horlacher
600 J.K. Polk Bldg.
Nashville, TN 37243-0337
Right-of-Way Office
Phone: (615) 741-6802
Fax: (615) 532-1548
Email:

Enclosure

cc: WENDELL MITCHELL
Ronnie Porter, TDOT Programming Office
File



Supplemental Rev 11-01-2011
IM/HPP-65-2(89) / 94002-2181-44

Contract No. 7913

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT #1 to Contract No. 7913 made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. 7913, dated the **10th day of December, 2012**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **106269.01, From North of SR-840 to North of SR-248 (Includes SR-248 – Goose Creek Interchange)** located in **Williamson** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$657,412.77**, including the amount of **\$38,842.77** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$62,000.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for the cost over the maximum TDOT reimbursement amount, and of which **42** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **58** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and It is understood that the above are the only changes made in said contract.

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$909,159.61**, including the amount of **\$55,581.61** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$123,520.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for the cost over the maximum TDOT reimbursement amount, and of which **42** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **58** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT

reimbursement amount; and It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____
John C. Schorer
Commissioner

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel

"Exhibit A"



Utility Relocation Estimate

Summary of Project Cost
(Attach Utility Detailed Worksheets)

Project No: 94002-2181-44

County: Williamson

Date: March 19, 2012

for consideration of reimbursement on this project.**

Contact Name (1): Mark Hilty
E-mail: mark.hilty@franklin.tn.gov Phone: 615-791-3218
Contact Name (2): Paul Holzen
E-mail: paul.holzen@franklin.tn.gov Phone: 615-791-3218
Utility Name: City of Franklin
Address: 405 5th Ave North
City, State: Franklin, TN Zip: 37064

Percent On Private: 42 Private ROW - # Main Poles/Length facility:
Percent On Public: 58 Public ROW - # Main Poles/Length facility:
Total Percentage: 100 Total Number of poles/Length of facility: 0

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)?

Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

☐ NO COST / NO REIMBURSEMENT (STOP HERE. REMAINDER OF FORM IS NOT REQUIRED)

UTILITY REQUESTS ☐ Chapter 86 Move Prior ☐ % Public / Private Utility Relocation
REIMBURSEMENT: ☒ Chapter 86 MOVE IN ☐ % Public / Private MOVE IN State Contract
(Please check ONE) ☐ Other ☐ Utility Replacement Easement Reimbursement

A. Labor

1) Construction Labor (In House) + (Contract) + (Overhead) (From Pg 6.1)	Ref Page:	\$ 853,578.00
2) Preconstruction Engineering (In House)+(Consultant)+(Overhead)(From Pg 6.1)	Ref Page:	\$ 42,407.25
3) Construction Engineering (In House) + (Consultant) + (Overhead) (From Pg 6.1)	Ref Page:	\$ 12,510.36
4) Other Expenses (Transportation, Lodging, Meals, Printing, etc.) (From Pg 6.1)	Ref Page:	\$ 664.00
5) Easement Acquisition Expenses (From Pg 6.1)	Ref Page:	\$ 11,090.00
6) Inspection (From Pg 6.1)	Ref Page:	\$ -
(Includes Betterment)		
	Private =	\$ -
	Total A	\$ 909,159.61

B. Materials & Supply

1) Subtotal Material to Install (From Pg 5.1)	Ref Page:	\$ -
2) Note only: Material provided to State Contractor (Pg 5.1)	Ref Page:	\$ -
Less: Salvage (Estimated Values only. Final bill will include actual salvage values.)		
1.1 Subtotal Material Recovered/Salvaged (From Pg 3.1)	Ref Page:	\$ -
1.2 Subtotal Non-Usable (junked) (From Pg 3.1)	Ref Page:	\$ -
Total Material Recovered/Salvaged/Junked		\$ -
Net Material Cost		\$ -
Total B		\$ -

C. Site Cost

1) Clearing and Grubbing (From Pg 2.1)	Ref Page:	\$ -
2) Traffic Control (From Pg 2.1)	Ref Page:	\$ -
3) Erosion Control (From Pg 2.1)	Ref Page:	\$ -
(Traffic and Erosion Control are not required if utility chooses MOVE IN Contract)		
Total C		\$ -

D. Total Cost (Contract Amount)

(W/out Betterment) Total D = (A+B+C)-E	\$ 785,639.61	(Includes Betterment) Total D=(A+B+C)	\$ 909,159.61
--	---------------	---------------------------------------	---------------

E. Betterment

1) Betterment - Labor Installation & Removal (From Page 3.1 & 5.1)	Ref Page:	\$ 123,520.00
2) Betterment - Materials (From Page 5.1)	Ref Page:	\$ -
Total Betterment		\$ 123,520.00

F. Total Amount Due:

Estimate exceeds \$1.75M = N

Estimate capped 75% = N

Utility Reimbursement

Amount Utility Owes (CH86 exceeds \$1.75M)

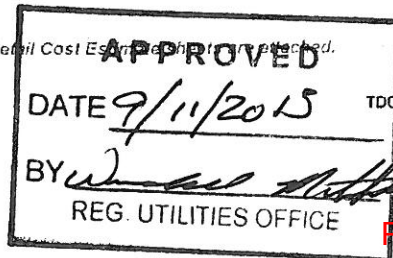
Amount Utility Owes (CH86 exceeds 75%)

Utility Deposit (if applicable):

Chapter 86 Move In	Chapter 86 Move Prior	Non-Chapter 86 Move In	Non-Chapter 86 Move Prior
\$ 55,581.61	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 123,520.00	\$ -	\$ -	\$ -

* Inspection cost for Private is added after the percentage is applied.

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.





Declaration of Scheduled Calendar Days

Project Number: 94002-2181-44

Date: March 19, 2012

Description: I65, FROM N. OR SR 840 TO N. OF SR 248 (INCLUDES GOOSE CREEK INTERCHANGE)

County: WILLIAMSON

Utility: City of Franklin

Address: 405 5th Ave North

City: Franklin

State: TN

Zip: 37064

Phone Number: _____

Fax Number: _____

Type of Facilities: ☒ Water ☐ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: WATER INTERRUPTIONS - NO MORE THAN 8 HOURS

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	30	See Note 1
Mobilize Work Force (including Bidding process if Required)	60	See Note 2
Complete Relocation	135	See Notes 3 & 4
Total Days To Complete	225	

Special Conditions:

Note 1 - All mat's will require submittals to city for approval prior to release of material order by the contractor

Note 2 - assumes project is included and bid with state roadway contract

Note 3 - schedule will be dictated by the road contractor and his approach to work

Note 4 - water tie-ins to occur at night or off peak times with 72 hour advance notice to city.

Signature of submitting
Utility Representative

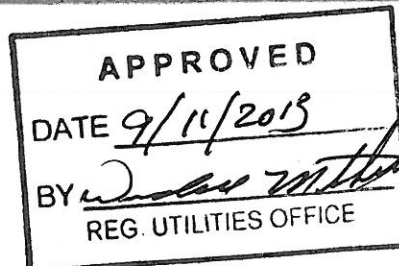
Date

Signature of submitting
State Representative

Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

Revision 11-11-2011



TDOT Utility Form 2011-16
Page 8.1

AMENDMENT NO. 1 TO
PROFESSIONAL ENGINEERING SERVICES
FOR 11th AVENUE IMPROVEMENTS PROJECT
COF Contract No. 2012-0205

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2014, by and between the City of Franklin, Tennessee ("City") and Barge, Waggoner, Sumner & Cannon ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Engineering Services Agreement ("Agreement") for the 11th Avenue Improvements Project (COF Contract No 2012-0205), dated the 22nd day of January 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of FORTY SEVEN THOUSAND TWO HUNDRED THIRTY TWO AND NO/100 DOLLARS (\$47,232.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City has met with Middle Tennessee Electric Membership Corporation (MTEMC) to discuss the relocation of the existing pole in the sidewalk at the intersection of 11th Avenue South and Natchez Street and has determined that leaving the pole where it is and going around the pole with a new sidewalk would be the least invasive situation to allow the project to move forward ; and

WHEREAS, the Consultant has provided a proposal for an increase in design services, as described in Exhibit A dated June 27, 2014, in the amount of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00); and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their June 27, 2014 letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00).

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated January 22, 2013, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

BARGE WAGGONER
SUMNER AND CANNON

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

BARGE, WAGGONER, SUMNER, AND CANNON, INC.**ADDITIONAL SERVICES ADDENDUM NUMBER ONE (1)**

This addendum to the Professional Services Agreement dated January 22, 2013 between City of Franklin, TN (**Client**) and Barge, Waggoner, Sumner, and Cannon, Inc. (**BWSC**) is for additional services described as follows:

Project: 11th Avenue Water and Sewer Improvements

Project Description: Prepare Exhibit & Description for Walkway & Public Access Easement

I. PROFESSIONAL SERVICES: **BWSC** agrees to perform the following additional services under this Addendum:

Surveying Services in connection with preparation of an Exhibit and Description for a Walkway and Public Access Easement at 264 Natchez Street, Franklin, Tennessee.

II. COMPENSATION: The compensation to be paid to **BWSC** for providing the requested additional services shall be:

☐	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
☐	Estimated Fee	\$ Amount	or Maximum Fee \$ Amount
☒	Lump Sum	\$ 800.00	
☐	Percentage of Construction Cost	Enter %	Estimated Fee \$ Amount
☐	Other (specify)		

III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in Items III through XII of the Professional Services Agreement dated January 22, 2013.

City of Franklin, TN		Barge, Waggoner, Sumner and Cannon, Inc.	
By:		By:	
Printed Name:		Printed Name:	Judy Le Judson, RLS, V.P.
Title:		Title:	Survey Department Manager
Address:	109 Third Avenue South Franklin, TN 37065	Address:	211 Commerce Street, Suite 600 Nashville, TN 37201

Amendment Number: 2

Agreement Number: 070118

Project Identification Number: 109424.00

Federal Project Number: STP-M-9305(28)

State Project Number: 94LPLM-F3-018

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

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

Bicentennial Park - Phase I: Construction of a greenway to connect into the existing system that will provide connection to downtown Franklin.

1. Federal Project Number STP-EN-9305(28) is deleted in its entirety and replaced with the following:

Federal Project Number: STP-M-9305(28)

2. The language of Agreement # 070118 dated January 30, 2013, Section B.2a) is hereby deleted in its entirety.
3. The following is added as B.2a).

The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2015**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

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

Amendment Changing a Specific Paragraph(s)

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Mayor **Date** **John C. Schroer** **Date**
Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
City Attorney **Date** **John Reinbold** **Date**
General Counsel

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2014-0160**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **GRESHAM SMITH AND PARTNERS (GS&P)** hereinafter referenced as Consultant, who mutually agree as follows:

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

**Hillsboro Road Improvements Project (Phase 2)
Independence Square to Mack Hatcher Parkway-
Construction Engineering and Inspection Services**

1. **SCOPE OF SERVICES.** Consultant shall provide Construction Administration, Engineering and Inspection Services and related technical services for the Project in accordance with the SCOPE OF SERVICES. The SCOPE OF SERVICES as found in **Exhibit 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 Exhibit A in the Amount Not To Exceed **NINE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED THREE AND NO/100 DOLLARS (\$956,803.00)**. The FEE SCHEDULE shall be considered as an integral part hereof.
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 _____ 2014.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

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 paragraph.

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 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.
- 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 [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.



G R E S H A M
S M I T H A N D
P A R T N E R S

COF Contract 2014-0160
Exhibit A
Page 1 of 8

May 12, 2014

Mr. Paul Holzen, P.E.
Director of Engineering
City of Franklin
109 3rd Avenue South
P.O. Box 305
Franklin, Tennessee 37065-0305

Subject: Proposal for Professional Services
Widening of Hillsboro Road (Phase 2)
City of Franklin, Tennessee
 GS&P Project No. 19258.12

Dear Paul:

Gresham, Smith and Partners is pleased to submit this Letter Proposal to the City of Franklin for construction engineering and inspection (CEI) services for the Hillsboro Road Phase 2 widening project. These services include the construction observation, inspection, materials testing and utility coordination tasks for the construction of the roadway widening of Hillsboro Road, beginning at approximately 0.25 miles north of Del Rio Pike to Mack Hatcher Parkway.

GS&P, along with our sub-consultant GeoTek, has developed comprehensive and relevant experience in providing construction engineering inspection and materials testing services that can specifically meet the particular requirements of this important project.

In accordance with our discussion with your staff, we are basing our estimate on the plans as currently developed and provided by the City. It is our understanding that the City will use the attachments in the Proposal to create an agreement to be executed between both parties.



Mr. Paul Holzen
May 12, 2014
Page 2

PROFESSIONAL SERVICES

Please see Attachment A for a detailed Scope of Work.

- Full time Inspection
- Survey to verify earthwork quantities and topsoil stockpiles (contractor is responsible for setting project control)
- Design support during Construction:
 - Create cross sections of survey and calculate quantities using Geopak
 - Manage RFI's and monthly pay request assistance
- Materials testing
- Final records/project closeout per TDOT standards with all files and records submitted to the City at the end of closeout.
- Assist the City with coordination of utility relocations as requested

PERIOD OF SERVICE

GS&P will begin work immediately upon receipt of an executed agreement from the City of Franklin and will complete professional services within 15 months based on a 14 month construction duration beginning at the preconstruction meeting and 1 month for project closeout. A detailed schedule for work will be negotiated between GS&P and the City of Franklin following execution of the Agreement. It is also understood that project will be coordinated through TDOT's Local Programs Office. If the construction duration exceeds 15 months, an amendment and supplement to GS&P's contract with the City will be required.

COMPENSATION

See Attachment B for a detailed Fee Schedule. Services will be performed on a not to exceed basis and billed toward the following budget amount:

Total Labor for Inspection	\$758,784
Surveying	\$80,274
Geotechnical Services and Materials Testing (GeoTek, Inc.).....	\$95,044
Direct Expenses*	<u>\$22,701</u>

Total for CEI Services..... \$956,803

***Direct Expenses include vehicles, office materials, printing, plotting, etc. This is an estimate to be used to establish the not to exceed ceiling. Actual expenses will be billed.**

ADDITIONAL SERVICES

All services not covered by this Proposal, or services specifically noted herein as additional services, can be provided upon written authorization. Additional services may be billed toward a negotiated lump sum or billed at an hourly rate (see Attachment B).



Mr. Paul Holzen
May 12, 2014
Page 3

CLOSURE

This Letter Proposal consisting of three (3) pages, Attachment A- Scope of Work Schedule consisting of two (2) pages and Attachment B- Manpower Estimate consisting of three (3) pages represents our entire proposal.

Thank you for your consideration and the opportunity to present this Proposal to the City of Franklin. If you have questions or need additional information, you may reach me by telephone at 615-770-8180 or by email at michael_flatt@gspnet.com or you may contact Jerry Cato at 615-770-8109 or jerry_cato@gspnet.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael A. Flatt", written over a horizontal line.

Michael A. Flatt, P.E.
Senior Vice President

Enclosures as stated

Copy: Robin Lovett – GS&P
Jerry Cato – GS&P
File

Scope of Work for Hillsboro Road (Phase 2) Construction Observation

- Observe all site construction activities. A 14-month construction duration is assumed along with one additional month for closeout.
- Hold preconstruction conference involving all parties.
- Maintain project logs concerning any construction activities.
- Record and provide answers to any requests for information as needed.
- Monitor and evaluate any change orders requested or needed. Final approval or rejection of change orders is by the City.
- See that weekly progress meetings are held and attend these meetings.
- Observe installation of all material and check acceptance quality of all material. Contractor will furnish quality control of material to be monitored by the consultant.
- Consultant shall receive and maintain documentation for all material from Contractor.
- Monitor sub-consultant in performing acceptance tests as needed.
- Consultant will perform survey to verify earthwork quantities and topsoil stockpiles. Contractor is responsible for setting project control.
- Monitor and evaluate monthly pay estimates.
- Monitor time line for key progress events to happen and advise the City and Contractor on any exceptions of these events.
- Report all deficiencies to the contractor and the City. Monitor follow up corrective actions.
- Consultant to keep a set of mark-up drawings that will be furnished to the City upon completion.
- Consultant will monitor the Contractor's compliance with any environmental concerns.
- Consultant will furnish a punch list to the contractor to final the project. Consultant will monitor and report on status of the punch list. After punch list is completed, the consultant will accompany the City on a final inspection.
- Inform the City on all matters of construction activities.
- Keep local businesses and other stakeholders advised weekly regarding the construction activities planned to be performed each week.

- In accordance with the TDOT Standard Specifications Sections 107.14 and 107.18, the contractor is responsible for project site safety. GS&P employees are responsible for their personal safety and are not charged with the role of safety inspector per Sections 105.10 and 105.11.
- Consultant will monitor utility construction included in the project. Final acceptance will be by the City and/or the Utilities.
- Consultant will complete the final project records and project closeout. All records will be turned over to the City at the end of the project closeout.

Attachment B
Construction Engineering and Inspection Service
Manhour Estimate and Fee
Hillsboro Road Phase II
City of Franklin

Direct Labor

	<i>Base Hours</i>	<i>Overtime Hours</i>	<i>Total Hours Worked</i>
Project Manager	243		243
Construction Manager	815		815
Office AA	815		815
Surveyors (2 man Crew)	433		433
Utility Coordination	537		537
Senior Inspector*	2461	320	2781
Inspector - Paving/Utility**	2253	160	2413
Plant insp. **	425	80	505
Materials Testing	1283		1283

*Total Labor Assuming 50 hours per week during grading season

*Assuming 40 hours per week during non grading season

**Assuming 50 hours per week during paving operations

Total Labor for Inspection

\$ 934,101.00

	<i>Days per wk</i>	<i>Weeks</i>	<i>Miles</i>	<i>Rate per mile</i>		
Vehicle Usage	5	60	56	0.56	Insp#1	\$9,408.00
	5	56	56	0.56	Insp#2	\$8,780.80
	2	60	56	0.56	Constr. Manager	\$3,763.20

Expenses (printing, copies, etc)

\$750.00

TOTAL CE&I COST

\$956,803.00

This estimate is based on project time being 14 months with one month closeout

COF Contract 2014-01
Exhibit A
Page 7 of 8

		Manpower Allocation																
		Monthly Percentage of Work Time																
		Construction												Closeout				
	10/01/2014	11/01/14	12/01/14	1/01/15	2/01/15	3/01/15	4/01/15	5/01/15	6/01/15	7/01/15	8/01/15	9/01/15	10/01/15	11/1/2015	12/01/15 Closeout	Total Man Months	Total Man Hours	
Project Manager	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0	1.4	242.7	
																0	0	
Construction Manager	0.5	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	4.7	814.7
																	0	0
Office AA	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.5	4.7	814.7
																	0	0
Senior Inspector	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.2	14.2	2461
																	0	0
Inspector - Paving/Utility		1	1	1	1	1	1	1	1	1	1	1	1	1	1		13	2253
Plant Inspector		0.05	0.05	0.05	0.05	0.05	0.5	0.5	0.05	0.05	0.05	0.05	0.5	0.5			2.45	424.7
																	0	0
Utility Coordinator	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.1	0.1	0	0	0	3.1	537.3
																	0	0
Testing Inspector	0.3	0.3	0.3	0.5	0.5	0.5	0.7	0.7	0.5	0.5	0.7	0.6	0.6	0.7	0	0	7.4	1283
																	0	0
Survey-GS&P	0.3	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.4	0.4	0.4			2.5	433.3
																	0	0
Total	2.7	3.35	3.35	3.55	3.55	3.55	4.2	4.1	3.45	3.45	3.65	3.75	4.2	4.2	1	53.45	9264	9264
Total Hrs. per month	468	580.7	580.7	615.3	615.3	615.32	727.99	710.7	598	598	632.7	650	728	728	728	173.3	9264	9264

Attachment B
Construction Engineering and Inspection Service
Schedule of Hourly Rates for Additional Services
Hillsboro Road Phase II
City of Franklin

<i>Classification</i>	<i>Hourly Rate</i>
<i>Principal In Charge</i>	\$ 160.00
<i>Project Manager</i>	\$ 140.00
<i>Construction Manager</i>	\$ 140.00
<i>Office AA</i>	\$ 60.00
<i>Surveyor</i>	\$ 85.00
<i>Utility Coordinator</i>	\$ 135.00
<i>Senior Inspector</i>	\$ 90.00
<i>Inspector</i>	\$ 65.00
<i>Plant Inspector</i>	\$ 75.00

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MCEWEN DRIVE TEMPORARY CONNECTOR
COF Contract No. 2012-0076

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

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled McEwen Drive Temporary Connector Design (COF Contract No. 2012-0076), dated 8th Day of May, 2012; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED THIRTY AND NO / 100 DOLLARS (\$185,830.00) as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, the City approved Amendment No. 1 (10/23/2012) to COF Contract No. 2012-0076 for Construction Administration and Inspection Services ("CEI Services") at an additional not to exceed cost of NINTEY-FIVE THOUSAND AND NO / 100 DOLLARS (\$95,000.00); and

WHEREAS, the City has negotiated with the Consultant additional CEI Services as described in Exhibit A, dated August 12, 2014, for an additional cost of TWENTY-SEVEN THOUSAND ONE HUNDRED AND NO / 100 DOLLARS (\$27,100.00).

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the additional CEI Services as described in Exhibit A.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional CEI Services required in an amount not to exceed TWENTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$27,100.00)

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

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

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

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

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

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

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without

notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

All other provisions of the Agreement dated May 8th, 2012 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

SULLIVAN ENGINEERING,
INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator / Recorder
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

**SULLIVAN ENGINEERING, INC.**317 MAIN STREET, SUITE 201
FRANKLIN, TN. 37064
(615) 642-5822**August 12, 2014**

Mr. Paul Holzen, P. E.
City of Franklin Director of Engineering
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37064

RE: McEwen Drive – Temporary Connector, Construction Engineering Inspection (CEI)
From: West of Cool Springs Blvd.
To: 1,400+/- L.F. West of Players Mill Road
Project Length 1,850 +/- L.F. (Includes 500+/- L.F. of Side Roads)
City of Franklin, Tennessee
Williamson County

Dear Paul,

At the time, Sullivan Engineering, Inc. (SEI) entered into the McEwen Temporary Connector CEI services agreement the construction contractor was unknown and therefore hard to predict the amount of time that would be required for supplemental instructions and field visits. If this had been a full time CEI agreement, a budget based on a 40-hour week would have been utilized for the duration of the contract. However, a budget for this project was established based on partial oversight by the CEI team. Therefore, establishment of a budget based on partial CEI services requires some guess work by all parties, drawing from experience of project similar in nature constructed by an average contractor. Although best efforts were made to create, a budget fair to all parties when dealing with unknowns or variables it is still just an estimate of probable cost.

In this case not knowing the contractor turned out to be a major factor. Parkes Companies was awarded the construction bid and although they did the previous section of McEwen, which was a fulltime CEI agreement, it is still difficult to determine the appropriate level of oversight required. However, as construction activities progressed it became evident more time would be required than anticipated. Seeing this, the CEI team and City Staff, tried to stretch the budget by eliminating some of the testing services on items such as curb and sidewalks, while focusing more on structural and field directed items.

McEwen Temporary Connector was a straightforward project consisting of a new alignment with connections to existing roadways on both ends, only one of which involved traffic interaction. Utilities often create issues with construction time lines, but in this case being a new alignment this

was minimal and resolved in a timely manner by MTEMC and AT&T.

A "Notice to Proceed" was issued on January 2, 2013, for construction of McEwen Temporary Connector, allowing the major portion of the work to be underway during what is considered prime construction season. The intent was to have the project completed prior to the opening of school in August 2013 but the contractor did have until October 4, 2013 per the contract. As we approached the August objective it was evident completion was not going to be achieved. However, we still anticipated an October 2013 completion. As the project progressed, it became evident the October 2013 date was not going to be satisfied, which required the City to enter into Change Order #1 extending the contract to December 13, 2013. In an additional effort to assist the contractor during this period, the City agreed to close the roadway at the eastern termini, for two weekends in an effort to bring this project to closure. Although, the City agreed to close the road at the request of the contractor, the contractor offered no concessions to the City for this benefit.

As the scheduled completion of December 13, 2013 approached, it once again became evident the roadway was not going to be completed on time. However, with the connection made on the eastern end traffic had to be routed onto the new roadway. This now created two issues, the first of which was a direct impact to the CEI's survey team in preparing the as-built survey. The original scope of services was to perform this work prior to opening the roadway to traffic, which now had to be performed under traffic, which requires additional time and safety concerns.

After allowing traffic onto the new roadway, City Staff observed traffic patterns at the roundabout, on many occasions. Based on these observations, Staff had concerns that once fully open to traffic; the roundabout would not flow as smoothly as desired creating delays. Prior to the construction of this project, the city had a study, which indicated an additional right turn lane would be required onto Cool springs Blvd. from McEwen (west to north movement). Since the CEI survey team was in the process of collecting as-built topographic data, obtain City staff requested additional survey services of topographic data, for design of an anticipated right turn lane. A budget increase was not requested at this time, as all parties felt the additional services could be absorbed into the original budget based on earlier decisions to trim back on testing services.

As we approached, closure of the project several issues of disagreement on compensation as requested by the contractor ensued. The two major concerns was the concrete truck apron within the roundabout and total volume of excavation required for the project. After much discussion, correspondence and many field visits the concrete truck apron was resolved. However, the disagreement on excavation has been ongoing since the first of the year and has only been resolved in the past couple of weeks, requiring time involvements from the CEI team and City Staff. Since the first of the year, the CEI team has had to prepare a multitude of engineering calculations, reports, meetings, emails, phone conversations, field visits, and survey services. The most recent meeting was with City Staff on Friday June 6th to review data and prepare an additional exhibit for an upcoming meeting with the contractor. After that point to reduce cost City Staff has handled all correspondence and meetings with the General Contractor, leaving the CEI Team to handle final inspection, punch list, pay application, and Change Order to bring closure to the contract.

As you can see from the short project narrative above the estimated time involvement was low

EXHIBIT A

as related to Parkes Companies, which required considerable more involvement from the CEI team than would be expected from other contractors on a project of similar nature. The CEI team entered into the original agreement with the City based on contract duration of six (6) months. We are now ten (10) months past the original scheduled completion and eight (8) months past the revised contract completion. This additional time required combined with the additional survey request has placed the CEI team in a position that a request for additional compensation to the original contract cannot be avoided.

SUMMARY OF SUPPLEMENTAL SERVICES

(Supplemental Services based on Agreement 2012-0076, \$95,000)

<u>SUPPLEMENTAL SERVICES "A" COMPLETED</u>			
TASK	Fee Complete	Previous Billed	Amount Due
RPM Transportation (Supplemental Roundabout Sign/Markings, Supplemental signing and pavement marking construction coordination)	\$3,048.71	\$3,048.71	\$0.00
Survey (Supplemental Survey, Right Turn Lane, Pavement Overlay)	\$10,100.00	\$10,100.00	\$0.00
Survey (Verification of Center Line Grade)	\$1,000.00	\$0.00	\$1,000.00
Survey (Hor/Vert review and verification, earthwork calculations, model comparison and analysis)	\$12,000.00	\$0.00	\$12,000.00
TERRACON	\$460.54	\$0.00	\$460.54
Total	\$25,609.25	\$13,148.71	\$13,460.54

<u>SUPPLEMENTAL SERVICES "B" COMPLETED</u>				
TASK	Base Fee	Hours Completed	Total Billed	Amount Due
Professional Engineer	\$151.14	39.00	\$5,894.46	\$5,894.46
Staff Assoc/Project Coordinator	\$112.06	56.00	\$6,275.36	\$6,275.36
Roadway Designer II	\$95.84	10.00	\$958.40	\$958.40
Cadd Tech	\$85.53	3.00	\$256.59	\$256.59
Stormwater Inspection	\$85.00	0.00	\$0.00	\$0.00
Total				\$13,384.31

<u>REIMBURSABLES</u>				
	Base Fee	% Complete	Amount Completed	Amount Due

EXHIBIT A

Amendment No. 2
COF Contract No. 2012-0076

			Quantity	Amount Due
Fax	\$0.25	Page	0	\$0.00
8" x 11" Copies/Impressions	\$0.25	Page	0	\$0.00
11"x17" Copies/Impression	\$0.50	Page	0	\$0.00
24" x 36" Prints	\$0.50	Sq. Ft.	0	\$0.00
Minimum setup time	\$10.00	Per Plot	0	\$0.00
Reproducible Copies (24"x36" mylar)	\$5.00	Sq. Ft.	0	\$0.00
Reproducible B/W Copies (24"x36" Paper)	\$3.00	Sq. Ft.	0	\$0.00
Reproducible Color Copies (24"x36" Paper)	\$4.00	Sq. Ft.	0	\$0.00
Mileage (auto)	\$0.54	Mile	0	\$0.00
TDEC Fees				\$0.00
Total				\$250.00

SUPPLEMENT AMOUNT REQUESTED

\$27,095.35

I hope this proposal meets with your approval. Please contact me at your convenience after you have had a chance to review this proposal so we can discuss and answer in questions.

Sincerely,
Sullivan Engineering, Inc.

Paul V. Collins, Jr.

Paul V. Collins, Jr.
Vice President

Exhibits

cc: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.

COF CONTRACT 2012-0151
CHANGE ORDER NO. 2

DATE OF ISSUANCE: August 8, 2014

EFFECTIVE DATE: _____, 2014

OWNER: City of Franklin, TN.

Attn: Paul Holzen, PE, Director of Engineering
109 3rd Avenue South
Franklin, TN 37064

CONTRACTOR: The Parkes Companies, Inc.

Attn: Trey Evans
105 Reynolds Drive
Franklin, TN 37064

Contract: General Construction

Project: McEwen Drive Temporary Connector

City of Franklin Construction Project No. 2012-0151
Sullivan Engineering Project No. 12-004

OWNER's Contract No. 2011-0151

ENGINEER's Contract No. 12-004

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

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

Description:

Change Order 1, required this project to be completed on or before December 13, 2013 and defined as "*Substantial Completion shall be on or before November 22, 2013 and Final completion on or before December 13, 2013. Substantial Completion shall be defined as having traffic relocated from the existing roadway to the new alignment. Final Completion shall be identified as any remaining work associated with the cul-de-sac on existing McEwen Drive*". After the scheduled December 13th Final Completion and ready for payment date, the contractor worked on the grading, drainage, paving and pavement markings of the Cul-De-Sac, site stabilization and punch list items noted at the January 7, 2014 Substantial Completion field review. Along with the aforementioned, another item prohibiting closure of the construction contract was a discrepancy in 7,230 cubic yards of excavation (Item #203-01 Road and Drainage Excavation (Unclassified)) at an additional cost of \$59,864.40 which staff has agreed to pay.

As of the date of this Change Order, Parkes Companies, Inc has not requested an extension of time or waiver of penalties per the contract documents. Section 4.03 of the Revised Standard Form Of Agreement Between Owner And Contractor On The Basis Of Stipulated Price, allows for liquidated damages to be assessed by the Owner as follows:

4.03 Liquidated Damages

A. *CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the*

Change Order No. 2

General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. The CONTRACTOR understands that any penalty, fine, enforcement or other type of monetary judgment levied on any and all firms, agencies or individuals while under contract with the City of Franklin, OWNER, is the responsibility of the CONTRACTOR and will not be paid or reimbursed by the City of Franklin, OWNER.

C. Bidder accepts the provisions of the Agreement as to liquidated damages as penalty in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

City Engineering staff has recommended against assessment of damages which would be from December 13, 2013 to July 31, 2014 or a total of 224 days at a rate of \$1,000/day for a total of \$224,000.

As a result of some concerns related to the asphalt paving the Parkes companies, Inc has agreed to provide an extended warranty, effective January 16, 2014 for a period of two (2) years. A copy of the agreement is attached to this document.

Reason for Change Order:

Closure of construction contract 2012-0151.

Attachments: (List documents supporting change)

Parkes Companies, Inc, Application for Payment 14, dated August 8, 2014

Release of Liens, Parkes Companies, Inc, inclusive of all Sub-contractors and suppliers.

Extended Asphalt Warranty, dated January 16, 2014

Change Order No. 2

CHANGE IN CONTRACT PRICE:
Original Contract Price \$1,982,491.61
Net Increase (Decrease) from previous Change Orders No. -0- to -0-: \$0.00
Contract Price prior to this Change Order: \$1,982,491.61
Net Increase (decrease) of this Change Order: \$177,719.12
Contract Price with all approved Change Orders: \$1,804,772.49

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>September 20, 2013</u> Ready for final payment: <u>October 4, 2013</u> (days or dates)
Net change from previous Change Orders No. -0- to No. -1-: Substantial Completion: <u>- 63 -</u> Ready for final payment: <u>- 70 -</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 22, 2013</u> Ready for final payment: <u>December 13, 2013</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>-0-</u> Ready for final payment: <u>-0-</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>November 22, 2013</u> Ready for final payment: <u>December 13, 2013</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: *Paul Collins*

By: _____

By: _____

ENGINEER (Authorized Signature)

OWNER (Authorized Signature)

CONTRACTOR (Authorized Signature)

Date: August 8, 2014

Date: _____

Date: _____

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR CAROTHERS PARKWAY SOUTH EXTENSION
COF Contract No. 2013-0021

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

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") for the Carothers Parkway South Extension Project Construction Engineering and Inspection Services ("CEI Services") (COF Contract No. 2013-0021), dated 11th Day of June, 2013; and

WHEREAS, said Agreement stipulated that the consultant would be paid a not to exceed fee of EIGHT HUNDRED SIXTY THOUSAND AND NO / 100 DOLLARS (\$860,000.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, the Consultant has provided a revised Scope of Services and Estimated Fee, as described in Exhibit A, dated August 1, 2014, for Additional CEI Services for the Carothers Parkway South Extension and Carothers Parkway Gap Projects; and

WHEREAS, the City has negotiated with the Consultant for an increase in services, as described in Exhibit A, for an additional cost of TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$253,500.00)

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the additional CEI Services as described in Exhibit A.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional CEI Services required in an amount not to exceed TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$253,500.00)

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

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

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

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

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

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

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without

notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

All other provisions of the Agreement dated June 11th, 2013 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

CDM SMITH, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator / Recorder
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



210 25th Avenue North
Suite 1102
Nashville, TN 37203
Office Phone: (615) 320-3161

Exhibit A
Amendment No. 1
COF Contract 2013-0021
Page 1 of 4

August 01, 2014

Mr. Jonathan Marston, PE
Project Manager
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

**RE: Carothers Parkway South Extension Construction Engineering
& Inspection Services (CEI) Supplement Proposal Request**

Dear Jonathan:

We appreciate the opportunity to submit this supplement proposal request to provide additional Construction Engineering & Inspection Services (CEI) to the City of Franklin extending our current contract completion date to coincide with the completion date approved for the contractor; as well as provide services to cover the additional work added to the contractor's contract extending the south end of the project from Truman Road West further south to Parkworth Drive. The new completion date set for the contractor to complete the revised scope of work is November 1, 2015. This supplemental proposal anticipates that the CDM Smith team will complete field inspection services on or before November 1, 2015 with the final project acceptance and records closeout occurring during the months of October and November 2015.

Based on discussions regarding the schedule for work held with the Contractor and City staff, the proposal incorporates the additional time anticipated to complete the project. We understand the current construction schedule to include working 6 - 12 hour days per week through the remainder of the year (2014) and then resuming with full-time (5 - 8-hour day) work schedule with some occasional overtime and weekend work during the remainder of the project in 2015. To accomplish this we have supplemented our original estimation of hours from August 2014 through December 2014 to ensure we have construction oversight during all anticipated work times through the remainder of this year. A large majority of this time is overtime hours to align with the extended work days proposed by the contractor. We have anticipated a slightly lower number of working hours during the month of December 2014 to account for the weeks of Christmas and New Year's Day, and the anticipation that no work will occur during those weeks. For the months of January 2015 thru June 2015, which were part of the original contract, we have simply supplemented our original scope to ensure we now



Supplemental Proposal for Carothers Parkway South CEI
August 01, 2014
Page 2

have full-time coverage for all regular working days. Some of the months had lower than full-time totals originally due to these months being towards the completion of the original project and requiring less staff coverage. As shown, this is the smallest change to our current contract with only minimal additions for both regular and overtime hours for these months. For the additional scope of work that the contractor is undertaking to deliver the full build-out of the road, we have added the four additional months of inspection and one-month of closeout to our services with the assumption that there will be full-time staff for all regular working days with an allocation of an additional 40 hours of overtime each month. As always, these hourly assumptions give us some ability to adjust our workload and staffing based on the actual construction schedule and work occurring; and as shown in the table, allows for a total additional on-site management and inspection of 1,032 additional regular hours and 682 additional overtime hours. This significant increase in the overtime hours is based on the discussion above regarding the contractor moving to 12 hour work days for the remainder of 2014. As always, we will only invoice the hours that are actual utilized by Tom and his team on the project and he will remain in consistent contact with you and your staff as to your needs and coordination of all project activities.

In preparing this supplement proposal, we have also collaborated with our sub-consultants SEI and AMEC regarding the additional funds needed to provide their services associated with the additional segment of roadway. The total allocations for each are \$18,800 and \$40,300, respectively, to correlate with the extension of their original scope of services to the new segment of roadway.

All work to be completed as part of this amendment will be as outlined in our original scope of services previously approved by the City. We will continue to invoice our work effort using the current format and unit rates approved in the original contract dated June 2013. We have enclosed our supplemental man-hour/fee estimate for your review and consideration.



Supplemental Proposal for Carothers Parkway South CEI
August 01, 2014
Page 3

Our original contract effort was approved with a not-to-exceed upper limit of \$860,000.00. The services outlined herein will be performed on an hourly unit rate cost basis with a not-to-exceed upper limit fee budget of \$253,500.00 making the overall contract upper limit \$1,113,500.00 as requested.

Should you have questions or need additional information please feel free to contact me at 865.388.3158 or via email at widnerjm@cdmsmith.com. Thank you for allowing CDM Smith the opportunity to submit this CEI supplement proposal and to be of continued service to you and the City of Franklin. If you are in agreement with this CEI supplement proposal, please forward us the appropriate amendment for execution.

Sincerely,

CDM Smith Inc.

A handwritten signature in purple ink that reads "Jeffrey M. Widner".

Jeffrey M. Widner
Associate

SUPPLEMENT MAN HOUR AND FEE ESTIMATE							CDM Smith	
August 01, 2014								
CAROTHERS PARKWAY SOUTH EXTENSION CEI SERVICES								
From: Parkworth Drive To: Old South Carothers PKWY								
	Project Director	Engineer / Project Manager	Const. Manager / Sr Inspector	Premium OT Const. Mgr/Sr Inspect	Admin. Asst.	TOTAL HOURS	Task Subtotals	
2014 Classification Rates	221	165	93	110	67			
2015 Classification Rates	228	170	96	114	69			
BASIC SERVICES								
Aug-14	0	0	24	94	0	118	\$12,572	
Sep-14	0	0	80	52	0	132	\$13,160	
Oct-14	0	0	56	68	0	124	\$12,688	
Nov-14	0	0	24	132	0	156	\$16,752	
Dec-14	0	0	20	96	0	116	\$12,420	
Intentionally Left Blank								
Jan-15	0	0	76	0	0	76	\$7,296	
Feb-15	0	0	20	0	0	20	\$1,920	
Mar-15	0	0	16	40	0	56	\$6,096	
Apr-15	0	0	16	40	0	56	\$6,096	
May-15	0	0	0	0	0	0	\$0	
Jun-15	0	0	16	0	0	16	\$1,536	
Jul-15	0	0	64	40	0	104	\$10,704	
Aug-15	2	12	168	40	2	224	\$23,322	
Sep-15	2	12	176	40	2	232	\$24,090	
Oct-15	2	12	176	40	2	232	\$24,090	
Nov-15	2	16	100	0	2	120	\$12,914	
Includes 4 additional months and 1 month for records close out								
Includes adjustment of hours from August 14 through July 15 to cover additional work effort								
Subtotals								
Estimated Manhours	8	52	1,032	682	8	1,782	\$185,656	
Estimated Labor Cost								
Estimated labor costs include labor, overhead, and profit.								
Totals								
CDM Smith Labor	\$ 185,700					Expenses		
CDM Smith Direct Expenses	\$ 8,700					Vehicle	\$ 7,500	
Sub-Consultants						Printing	\$ 1,000	
SEI-CEI Support Services (Extra Time and Gap Section)	\$ 18,800					Other	\$ 200	
AMEC - CEI Support Services (Extra Time and Gap Section)	\$ 40,300						\$ 8,700	
Total Not to Exceed Upper Limit Fee \$ 253,500								

CHANGE ORDER

No. 2

DATE OF ISSUANCE: August 5, 2014

EFFECTIVE DATE: _____

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

OWNER: City of Franklin, TN.
Attn: Paul Holzen, PE, Director of Engineering
109 3rd Avenue South
Franklin, TN 37064

Contract: General Construction

Project: Carothers Parkway South Extension
From 80' South of Truman Road West, to 500' South of Upland Drive/Meandering Way

OWNER's Contract No. 2013-0048

DESIGN ENGINEER's Contract No. 12-005

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

CEI CONSULTANT: Tom Lamb CDM Smith
830 Crescent Centre Drive, Suite 400, Franklin, TN 37067

You are directed to make the following changes in the Contract Documents:

Description:

ITEM 1

Since the award of the original design contract City Officials have been able to appropriate additional funding towards the Carothers Corridor. These additional funds are to be used to construct the section of Carothers from Parkworth Drive to Truman Road, approximately 0.5 miles in length.

Proposed Improvements under this Phase of Construction shall include a proposed roadway template that provides for one (12'-0") lanes in each direction with an auxiliary left turn constructed at intersecting streets. The lanes along Carothers Parkway shall include 5'-0" shoulders (3' Stabilized. 2' non-stabilized) with grading for a future multi-use path (10'-0") along the east side of the proposed roadway contained within a one hundred thirty foot (130), foot minimum right-of-way. The travel lanes shall be separated by a 30'-0" raised and sodded median with a 6-30 curb and gutter along the inside edge of pavement as approved by the City's Engineering Staff. The storm drainage design shall be based on a ten-year design storm frequency with all cross drains based on a fifty-year design storm frequency. All storm drainage and erosion control shall be in accordance with current City of Franklin Storm Water Regulations.

Future build out of the proposed roadway template will provide for two (12'-0") basic lanes in each direction with four (4') foot bicycle lanes (may be substituted for a multi-use path 12'-0" along one side) along each side flanked with 6-30 curb and gutters within a one hundred thirty foot (130), foot minimum right-of-way. The travel lanes are separated by a 30'-0" raised and sodded median with additional left turn lanes provided as approved by the city's engineering staff. Behind the curbs will be a 6'-0" sod strip and 5-

foot sidewalks. The final build out of the proposed roadway shall be illuminated utilizing poles and LED fixtures, which may or may not be contained within Middle Tennessee Electric standards. The storm drainage design shall be based on a ten-year design storm frequency with all cross drains based on a fifty-year design storm frequency. All storm drainage and erosion control shall be done in accordance with current City of Franklin Storm Water Regulations.

To assist the City in this effort Mt. States Contractors has agreed to use unit cost established in the original bid, with exception to additional items required that are specific to this work. Agreed upon unit cost by city Staff used in calculations for Table 1 and Table 2 are identified on Proposal Request #6, 7 and 8, which have been attached to this document.

Engineer's Estimated Cost of Construction

Table 1

CAROTHERS PARKWAY SOUTH – GAP PROJECT QUANTITIES (COORD. WITH TABULATED DATA FOR ADDITIONAL FOOTNOTES)						
NOTES	ITEM NO.	ITEM DESCRIPTION (3)	UNIT	EST QTY. TOTAL	UNIT PRICE	AMOUNT
	105-01 (A)	CONSTRUCTION STAKES LINES AND GRADES	L.S.	1	\$29,500.00	\$29,500.00
	201-01 (A)	CLEARING AND GRUBBING	L.S.	1	\$47,500.00	\$47,500.00
	203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED, INCLUDES 140 C.Y. TO BE USED FOR CONSTRUCTION ENTRANCE)	C.Y.	36136	\$9.00	\$325,224.00
	203-05	UNDERCUTTING (UNIT PRICE BIDS INCLUDES MINERAL AGGREGATE (SURGE STONE) BACKFILL)	C.Y.	3600	\$12.00	\$43,200.00
	203-06	WATER	M.G.	1267	\$1.00	\$1,267.00
	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	9524	\$4.50	\$42,858.00
	203-10.15	WASTE MATERIAL (OFF SITE REMOVAL AND DISPOSE OF EXCESS EXCAVATION. UNIT PRICE BID INCLUDES STABILIZATION (75% VEGETATIVE COVER) WITH SEED AND MULCH)	C.Y.	13813	\$26.00	\$359,138.00
	204-07	BEDDING MATERIAL (PIPE) CLASS "B"	C.Y.	1096	\$35.00	\$38,360.00
	203-10	EMBANKMENT COMPACTED IN-PLACE	C.Y.	27543	\$6.00	\$165,258.00
	209-01.31	TEMPORARY MULCH FILTER BERM (3' W x 1.5' H)	C.Y.	1263	\$25.00	\$31,575.00
	209-02.05	12" TEMPORARY SLOPE DRAIN	L.F.	260	\$8.00	\$2,080.00
	209-05	SEDIMENT REMOVAL	C.Y.	374	\$5.00	\$1,870.00
	209-08.01	TEMPORARY FILTER BARRIER, (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	940	\$0.63	\$592.20
	209-08.02	TEMPORARY SILT FENCE (WITH BACKING), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	6215	\$3.07	\$19,080.05
	209-40.41	CATCH BASIN FILTER ASSEMBLY (TYPE 1), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	6	\$500.00	\$3,000.00

CAROTHERS PARKWAY SOUTH – GAP PROJECT QUANTITIES (COORD. WITH TABULATED DATA FOR ADDITIONAL FOOTNOTES)

NOTES	ITEM NO.	ITEM DESCRIPTION (3)	UNIT	EST QTY. TOTAL	UNIT PRICE	AMOUNT
	209-40.42	CATCH BASIN FILTER ASSEMBLY (TYPE 2), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	2	\$350.00	\$700.00
	209-40.43	CATCH BASIN FILTER ASSEMBLY (TYPE 3), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	6	\$350.00	\$2,100.00
	209-40.44	CATCH BASIN FILTER ASSEMBLY (TYPE 4), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	5	\$350.00	\$1,750.00
	209-40.46	CATCH BASIN FILTER ASSEMBLY (TYPE 6), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	22	\$350.00	\$7,700.00
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING "D", (INCLUDES 0 TONS FOR STONE WEDGE)	TON	13937	\$13.40	\$186,755.80
	307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	2897	\$53.50	\$154,989.50
	307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2)	TON	1779	\$55.00	\$97,845.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	27	\$775.00	\$20,925.00
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	107	\$25.00	\$2,675.00
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	8	\$775.00	\$6,200.00
	407-20.05	SAW CUTTING ASPHALT PAVEMENT, (TO BE USED AS DIRECTED BY THE ENGINEER FOR CONNECTIONS AT EXISTING ROADWAYS. IF THE CONTRACTOR ELECTS TO SAW CUT FOR OTHER PURPOSES, PAYMENT SHALL BE DISALLOWED UNLESS PRE-APPROVED BY THE ENGINEER.)	L.F.	74	\$5.00	\$370.00
	411-02.10	ACS MIX(PG70-22) GRADING D	TON	1002	\$80.00	\$80,160.00
	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1069	\$25.00	\$26,725.00
	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	32	\$35.00	\$1,120.00
	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	648	\$50.00	\$32,400.00
	607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	648	\$60.00	\$38,880.00
	607-08.02	42" CONCRETE PIPE CULVERT (CLASS III)	L.F.	920	\$75.00	\$69,000.00
(1), (2)	611-12.01	CATCH BASINS, TYPE 12, DEPTH 0' - 4' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENAMCES NECESSARY FOR A COMPLETE INSTALLATION)	EACH	1	\$2,300.00	\$2,300.00
(1), (2)	611-12.02	CATCH BASINS, TYPE 12, DEPTH 4' - 8' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENAMCES NECESSARY FOR A COMPLETE INSTALLATION)	EACH	32	\$2,700.00	\$86,400.00
(1), (2)	611-12.03	CATCH BASINS, TYPE 12, DEPTH 8' - 12' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENAMCES NECESSARY FOR A COMPLETE INSTALLATION)	EACH	1	\$3,800.00	\$3,800.00

CAROTHERS PARKWAY SOUTH – GAP PROJECT QUANTITIES (COORD. WITH TABULATED DATA FOR ADDITIONAL FOOTNOTES)

NOTES	ITEM NO.	ITEM DESCRIPTION (3)	UNIT	EST QTY. TOTAL	UNIT PRICE	AMOUNT
(1), (2)	611-42.01	CATCH BASINS, TYPE 42, DEPTH 0' - 4', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION)	EACH	3	\$2,200.00	\$6,600.00
(1)	611-42.02	CATCH BASINS, TYPE 42, DEPTH 4' - 8', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION)	EACH	2	\$3,000.00	\$6,000.00
	702-01.01	EXTRUDED MOUNTABLE CURB	L.F.	346	\$4.50	\$1,557.00
	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	391	\$148.00	\$57,868.00
	708-02.01	MARKERS (CONCRETE RIGHT-OF-WAY)	EACH	18	\$100.92	\$1,816.56
	709-05.05	MACHINED RIP-RAP (CLASS A-3), INCLUDES 711 TONS FOR CONSTRUCTION ENTRANCE)	TON	711	\$27.00	\$19,197.00
	709-05.06	MACHINED RIP-RAP (CLASS A-1), (FOR CULVERT PROTECTION TYPE 1)	TON	29	\$27.00	\$783.00
	710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	6098	\$2.72	\$16,586.56
	712-07.03	TEMPORARY BARRICADES (TYPE III), (UNIT PRICE BID INCLUDES SIGN (R11-2 AND TYPE "A" FLASHING LIGHTS, ESTIMATED QUANTITY IS BASED ON PHASE, WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHTOUT THE CONSTRUCTION PROJECT.)	L.F.	80	\$15.15	\$1,212.00
(4)	713-15.35	METAL BARRICADES (TYPE III), (UNIT PRICE BID INCLUDES SIGN (R11-2 AND TYPE "A" FLASHING LIGHTS)	EACH	12	\$475.00	\$5,700.00
	713-16.20	SIGNS (STOP, R1-1, (UNIT PRICE BID INCLUDES PERFORATED SQUARE TUBE POST (2" MIN) PAINTED BLACK AND ALL NECESSARY ITEMS FOR A COMPLETE INSTALLATION)	EACH	1	\$180.00	\$180.00
	713-16.22	SIGNS (SPEED LIMIT-40 MPH, R2-1, (UNIT PRICE BID INCLUDES PERFORATED SQUARE TUBE POST (2" MIN) PAINTED BLACK AND ALL NECESSARY ITEMS FOR A COMPLETE INSTALLATION)	EACH	3	\$182.50	\$547.50
	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	20	\$15.00	\$300.00
	716-05.01	PAINTED PAVEMENT MARKING (4" LINE), (FOR USE ON CAROTHERS PARKWAY, ALFRED LADD LANE AND TRUMAN ROAD WEST)	L.M.	2.33	\$1,000.00	\$2,330.00
	716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	12	\$115.00	\$1,380.00
	717-10.01	INVOLUNTARY WORK SUSPENSION (FROM PARKWORTH TO TRUMAN WAS PLACED ON HOLD UNTIL FUNDING WAS APPROVED)	L.S.	1	\$49,500.00	\$49,500.00
	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL), (INCLUDES 1,220 S.Y. FOR CONSTRUCTION ENTRANCE)	S.Y.	1220	\$2.00	\$2,440.00
	740-11.02	TEMPORARY SEDIMENT TUBE 12 INCH (SLOPE), (TO BE USED FOR EROSION CONTROL AS DIRECTED BY THE ENGINEER, AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	L.F.	1000	\$3.00	\$3,000.00
	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	171	\$14.30	\$2,445.30
	801-01.32	SEEDING (MIX D HYDROMULCH APPLICATION)	S.Y.	38095	\$0.42	\$15,999.90

CAROTHERS PARKWAY SOUTH – GAP

PROJECT QUANTITIES

(COORD. WITH TABULATED DATA FOR ADDITIONAL FOOTNOTES)

NOTES	ITEM NO.	ITEM DESCRIPTION (3)	UNIT	EST QTY. TOTAL	UNIT PRICE	AMOUNT
	801-03	WATER (SEEDING & SODDING)	M.G.	152	\$13.78	\$2,094.56
	803-01	SODDING (NEW SOD FOR DITCH LINING AND AREA BETWEEN CURB AND WALK WAY, AND WITHIN THE MEDIAN ON THE GAP SECTION, INSTALLATION SHALL BE INSTALLED ON TOPSOIL. TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6 INCHES)	S.Y.	9238	\$3.00	\$27,714.00
SUB-TOTAL ROADWAY						\$2,158,548.93
ROADWAY LIGHTING						
	714-09.09 A	FURNISH AND INSTALL - LUMINAIRE (LIGHT EMITTING DIODE "LED" - MGLED45KASALAK, MONGOOSE LED (MGLED): MGLED, 4 MODULES, 5000K CCT, AUTO-SENSING (120-277V), MEDIUM ROADWAY, LOW, 1 TO18 DEGREES, ARCHITECTURAL ARM, BLACK	EACH	40	\$844	\$33,760.00
	714-08.28	FOUNDATION PREPERATION (INCLUSIVE OF ALL RELATED ITEMS FOR ROADWAY LIGHT STANDARDS, CAST IN PLACE FOUNDATION, 22" DIAMETER, 6'-6" DEPTH. THIS DOES NOT INCLUDE CLASS "A" CONCRETE OR REINFORCING STEEL)	EACH	22	\$701.00	\$15,422.00
	773-90.01	PHOTO CONTROL, RIPLEY LONGLIFE 6390L-BK MULTI-VOLT	EACH	1	\$51.00	\$51.00
	714-08.09 A (ALT 2)	1 SSA3066J D2 R3 BK SQUARE STRAIGHT ALUMINUM POLE 30FT, 6.0 SQUARE X .188 WALL: SSA3066G 6.0 SQUARE, DRILLING FOR 2 UNIT, 3 HOLE DRILL PATTERN 3.00 FROM TOP, BLACK POWDER COAT, ANCHOR BOLT S, (55 POLES ARE DOUBLE ARM AND 12 ARE SINGLE ARM)	EACH	18	\$2,535	\$45,630.00
	714-08.10 A (ALT 2)	SSA3066J D1 R3 BK SQUARE STRAIGHT ALUMINUM POLE 30FT, 6.0 SQUARE X .188 WALL: SSA3066G 6.0 SQUARE, DRILLING FOR 1 UNITS AT 180 DEGREES, 3 HOLE DRILL PATTERN 3.00 FROM TOP, BLACK POWDER COAT, ANCHOR BOLTS	EACH	4	\$1,656.00	\$6,624.00
	714-03.01	2" SCHEDULE 40 PVC, ELECTRICAL GRAY	L.F.	3320	\$6.00	\$19,920.00
	714-03.02	2" SCHEDULE 40 PVC, STANDARD RADIUS ELBOW	EACH	88	\$10.00	\$880.00
	793-13.10	3" SCHEDULE 40 PVC, ELECTRICAL GRAY	L.F.	50	\$10.00	\$500.00
	714-03.03	3" SCHEDULE 80 PVC, ELECTRICAL GRAY, SERVICE RISER	EACH	30	\$7.80	\$234.00
	714-03.04	3" SCHEDULE 80 PVC MIN 24" STANDARD RADIUS ELBOW	EACH	4	\$15.00	\$60.00
	773-90.06	SMALL PULL BOX, CDR#PA10-1324-18-0299, QUAZITE #PG2436Z510MT, HIGHLINE #PHA243618SE1-32, 94 OLDCASTLE #243618PB7021	EACH	21	\$355.00	\$7,455.00
	790-43.06	Large Pull Box, Quazite #PG2436Z510MT-B, Highline #PHA243618SE1-32, Oldcastle #243618PB7021	EACH	2	\$1,600.00	\$3,200.00
	773-90.11	RISER CONDUIT STAND-OFF BRACKET, NEHRWESS, BARFILED OR ALUMAFORM	EACH	3	\$67.00	\$201.00
	773-90.27	CUTLER HAMMER #BR220, 2-POLE, 20AMP BREAKER	EACH	2	\$42.00	\$84.00
	773-90.09	MILBANK METERING PEDESTAL WITH SWITCHED LOAD CENTER, #CP3B1110A22SL1	EACH	1	\$2,789.00	\$2,789.00
	714-08.43	FOUNDATION FOR ROADWAY LIGHT STANDARDS (CLASS "A" CONCRETE FOR STREET LIGHT	C.Y.	17	\$108.00	\$1,836.00

CAROTHERS PARKWAY SOUTH – GAP PROJECT QUANTITIES (COORD. WITH TABULATED DATA FOR ADDITIONAL FOOTNOTES)

NOTES	ITEM NO.	ITEM DESCRIPTION (3)	UNIT	EST QTY. TOTAL	UNIT PRICE	AMOUNT
		FOUNDATIONS))				
	773-90.07	NO. 2 REINFORCING STEEL BAR (FOR STREET LIGHT FOUNDATIONS)	L.F.	660	\$0.30	\$198.00
	773-90.08	NO. 4 REINFORCING STEEL BAR (FOR STREET LIGHT FOUNDATIONS)	L.F.	660	\$0.60	\$396.00
	303-10.04	MINERAL AGGREGATE (½" GRAVEL FOR SECONDARY BOX INSTALLATION)	C.Y.	35	\$47.00	\$1,645.00
	773-90.15	#12 SOLID TYPE UF-B FOR LIGHT POST RISERS	L.F.	2400	\$0.40	\$960.00
	773-90.17	#6 BARE SOFT DRAWN COPER FOR LIGHT POST GROUNDING	L.F.	220	\$0.85	\$187.00
	773-90.18	#8 COPPER, THHN OR THWN, INCLUDES TWO (2) CIRCUIT CONDUCTORS	L.F.	7300	\$0.80	\$5,840.00
	773-90.14	#4 COPPER, THHN OR THWN, INCLUDES TWO (2) CIRCUIT CONDUCTORS	L.F.	10	\$1.40	\$14.00
	773-90.16	#10 COPPER, THHN OR THWN, GROUND/GROUNDED CONDUCTOR	L.F.	3650	\$0.65	\$2,372.50
	773-90.13	#2 COPPER, THHN OR THWN, INCLUDES TWO (2) SERVICE CONDUCTORS	L.F.	50	\$2.00	\$100.00
	773-90.29	#4 Copper, THHN or THWN, WHITE, FOR SERVICE GROUNDED COMDUCTOR	L.F.	25	\$1.20	\$30.00
	773-90.20	8' GROUND ROD, 5/8" COPPER-CLAD STEEL,BLACKBURN #6258 OR EQUAL	EACH	23	\$68.00	\$1,564.00
	773-90.21	GROUND ROD BONDING CLAMP FOR 5/8" GROUND ROD	EACH	23	\$5.00	\$115.00
	773-90.22	BREAKAWAY FUSE HOLDER FOR EACH POLE MOUNT, HOMAC #SLK-M	EACH	88	\$21.00	\$1,848.00
	773-90.23	FUSE FOR BREAKAWAY FUSE HOLDER, LITTLEFUSE #FLM9	EACH	88	\$5.50	\$484.00
	773-90.24	PARALLEL BONDING CONNECTOR FOR POLE GROUNDS, ANDERSON #C-4-L OR EQUAL	EACH	22	\$4.20	\$92.40
	773-90.25	SUBMERSIBLE SECONDARY CONNECTORS HOMAC RAB-4 OR CMC #SSBC350-4LI	EACH	66	\$25.00	\$1,650.00
	773-90.26	ABOVE GRADE CONNECTOR FOR #12 CONDUCTOR, RED WIRE NUT	EACH	44	\$0.15	\$6.60
	714-30.02	MISCELLANEOUS ACTIVITIES, SUCH AS SERVICES AND FEES FOR PERMITS, MOBILIZATION, AND SCHEDULING	LOT	1	\$8,088.00	\$8,088.00
	714-30.01	AS-BUILT MARK-UPS	SET	1	\$860.00	\$860.00
SUB-TOTAL ROADWAY LIGHTING						\$165,096.50
		SUB-TOTAL PROJECT				\$2,323,645.43
		PROJECT CONTINGENCY ALLOWANCE	LS	1	\$0.00	\$0.00
TOTAL ADJUSTMENT TO BASE BID						\$2,323,645.43

NOTES:

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

(1) THE AREA BETWEEN THE PIPE OUTERWALL AND PIPE OPENING WITHIN THE DRAINAGE STRUCTURE SHALL BE FILLED WITH BRICK AND SEALED WITH NON-SHRINK GROUT.

(2) CURB INLET CASTING TO HAVE A SOLID METAL BACK SIMILAR IN NATURE WITH JOHN BOUCHARD AND SON'S CO., MODEL #3123-41 CURB INLET.

(3) STORED MATERIALS WILL NOT BE PAID FOR UNLESS PRIOR APPROVAL HAS BEEN OBTAINED.

(4) COORDINATE WITH NOTES ON THE TRAFFIC CONTROL PLAN

ITEM 2

At the time of the construction documents, more specifically the Bid Form, Section 6.04, modified Section 104.02 of the TN Department of Transportation, Standard Specifications for Road and Bridge Construction”, Dated March 1, 2006 as follows:

6.04 Bidder accepts the following amendments to the following sections of the “TN Department of Transportation, Standard Specifications for Road and Bridge Construction”, Dated March 1, 2006

- *Section 104.02, Alterations in Plans or in Character of Construction, Significant Changes in the Character of Work – To be modified as follows:*

Significant Changes in the Character of Work:

1. The Engineer reserves the right to make at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, no adjustment, excluding loss of anticipated profits, will be made to the contract

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. An adjustment of the contract terms in accordance with number 2 above will be made only if the Engineer orders, in writing, an alteration in the work or in the quantities that significantly change the character of work. The term “significant change” shall be construed to apply only to the following circumstances:

(a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

The above provides for adjustments resulting from formal change orders by the Engineer, in writing. Either party may initiate an adjustment and both must be in agreement before the work is performed.

During the bidding process assumptions the contractor made some assumptions without seeking guidance or clarification, from the design engineer, allowing issuance of an Addendum to be distributed to all bidders. One of these assumptions was recently brought to the CEI Teams attention as we a more detailed discussion on

electrical related items has been initiated. The item of concern is, more specifically identified as Item 730-12.03. The contractor just recently explained to the CEI Manager, on what they had intended to provide for the unit cost accepted at time of bid. The CEI Manager's dissemination of this information is as noted below:

*From: Lamb, Thomas E. [mailto:lambte@cdmsmith.com]
Sent: Wednesday, August 13, 2014 8:35 AM
To: Jonathan Marston; Paul Collins (pcollins@sullivanengineering.com)
Subject: RE: Carothers Parkway 2013-0048/Change Order 2*

I spoke with Brad Norris on this subject this morning. He stated when they (Stansell Estimators) bid the Carothers South project that they assumed the conduit would be in the median for a future camera pole near the Connector Rd #2/mainline intersection. The bid tab shows location of Sta. 291+80+/- of a total quantity of 430 LF. That Stationing is right at that intersection. Brad stated they (Stansell Estimators) assumed it would run in the median across the mainline/Connector Rd. #2 intersection to a pull box and across the mainline to a pull box adjacent to Connector Rd. #2. The description in the plans says "Location to be coordinated with the existing fiber optic system". To my knowledge there is no existing system near Connector Rd. #2. Since it was such a small quantity of 430 LF along with the Stationing noted in the bid tab I have to assume that Brad's Estimator's are telling the truth.

With the lighting being in the median the COF doesn't want the innerduct placed in the median with the electrical because of future expansion concerns. According to Brad if the COF would waive this concern and permit installation in the median they could do the installation at the 730-12.03 price of \$9.20 LF which they believe was the original intent with the information and small quantity in the original plans.

The COF desires 8,100 LF of 3" conduit which is nearly 20 times the original quantity. According to Brad placing the conduit in a separate trench on the sidewalk side of the project is outside of the original scope as it was understood with the Stationing and small quantity in the original plans and bid documents. Brad says that Stansell cannot afford to excavate a separate trench for 8,100+/- LF and install the ITS conduit for \$9.20 without losing their ass. He has respectfully requested that the COF either permit the 3" ITS conduit be installed in the same trench as the electrical in the median at the \$9.20 LF price or accept the \$13.70 LF price to install the ITS in its own ditch.

This will be brought up by Brad this morning. Jonathan, we are going to need you to make the final decision on this. Thanks.

-Tom

After bringing this to Tom's attention an email was distributed to City Staff seeking guidance, with directions provided as follows:

*From: Jonathan Marston [mailto:jonathan.marston@franklin.tn.gov]
Sent: Wednesday, August 13, 2014 8:46 AM
To: 'Lamb, Thomas E.'; Paul Collins (pcollins@sullivanengineering.com)
Subject: RE: Carothers Parkway 2013-0048/Change Order 2*

I can make the final decision on this right now.

The conduit does NOT need to be in the median. Please proceed with the price of \$13.70/LF. I strongly prefer the pull boxes to be between the back of curb and sidewalk. Also, please update the change order documentation ASAP.

Thanks!

*Jonathan Marston, P.E.
City of Franklin – Engineering Department*

Based on this direction item number 730-12.03 shall be eliminated and reissued as Item 730-12.16 at an increased unit cost from \$9.20 to \$13.70 for a net increase of \$4.50/LF. Change in quantity and unit cost are reflected in the Table 2 below.

Table 2

CAROTHERS PARKWAY SOUTH - LONG LANE TO FALCON CREST FIBER OPTIC COMMUNICATION CABLE (ADDITIONAL ITEM REQUESTED BY CITY STAFF)									
NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	BID QTY.	REV. QTY.	NET CHANGE	UNIT PRICE	BID AMOUNT	ADJ. TO BID
	730-03.23	PULL BOXES (FIBER OPTIC, TYPE A)	EACH	0	17	17	\$1,550.00	\$0.00	\$26,350.00
	730-03.23	PULL BOXES (FIBER OPTIC, TYPE B)	EACH	0	4	4	\$1,900.00	\$0.00	\$7,600.00
	730-12.03	CONDUIT 3" DIAMETER ELECTRICAL GRAY (SCHEDULE 40 PVC, W/PULL STRING AND 2 @ 1" INNERDUCT SLEEVES, WITH #14 BARE COPPER LOCATE WIRE), (LOCATION TO BE COORDINATED WITH THE EXISTING FIBER OPTIC SYSTEM, HDPE MAY BE SUBSTITUTED FOR SCHEDULE 40 PVC.)	LF	430	0	-430	\$9.20	\$3,956.00	-\$3,956.00
	730-12.16	CONDUIT 3" DIAMETER ELECTRICAL GRAY (SCHEDULE 40 PVC, W/PULL STRING AND 2 @ 1" INNERDUCT SLEEVES, WITH #14 BARE COPPER LOCATE WIRE), (LOCATION TO BE COORDINATED WITH THE EXISTING FIBER OPTIC SYSTEM, HDPE MAY BE SUBSTITUTED FOR SCHEDULE 40 PVC.)	LF	0	8530	8530	\$13.70	\$0.00	\$116,861.00
	TOTAL WITH PULL BOX (TYPE "A" AND "B")							\$146,855.00	
	Alternate for 730-12.03								

	730-12.16A	CONDUIT (3" SCHEDULE 40 PVC, TRENCHED, INCLUDES LOCATE WIRE AND PULL STRING)	LF	0	8100	8100	\$11.00	\$0.00	\$89,100.00
	TOTAL ALTERNATE WITH PULL BOX (TYPE "A" AND "B")							\$123,050.00	

ITEM 3

At the time of the construction documents, more specifically the Bid Form, Section 6.04, modified Section 109.06 of the TN Department of Transportation, Standard Specifications for Road and Bridge Construction”, Dated March 1, 2006 as follows:

6.04 Bidder accepts the following amendments to the following sections of the “TN Department of Transportation, Standard Specifications for Road and Bridge Construction”, Dated March 1, 2006

- *Section 109.06 – Partial Payment, Omit the following ”5. The total quantity of stockpiled material for which partial payment is made shall not exceed the estimated plans quantity or that quantity established by the Engineer as being required to complete the project. If project conditions result in less quantity of materials being required to complete the project than that on which stockpile payment has been made, the Contractor shall dispose of the excess materials at no cost to the State.”*

The contractor has requested that the City consider revising this section allowing for payments of stockpiled materials mainly related to lighting because of the long lead-time and requirement of payment in advance by the supplier. After discussing this, City Staff has determined that would be acceptable on specific items but not a blanket acceptance for all items. Therefore, City Staff reserves the option to approve or disapprove as deemed appropriate.

Reason for Change Order:

Inclusion of this work will complete the route from Long Lane north to Upland Drive for a total project length of 3.6+/- miles. Completion of this section will provide for a continuous corridor from the City’s southern boundary to its northern boundary.

Fiber optic cable and conduit has been requested to be included within the scope of service for the City’s future communication needs.

Attachments: (List documents supporting change)

- 1) Proposal Request #6
- 2) Proposal Request #7
- 3) Proposal Request #8
- 4) Sullivan Engineering, design documents “South Carothers Extension, Gap Project” #14-002

CHANGE IN CONTRACT PRICE:
Original Contract Price

CHANGE IN CONTRACT TIMES:
Original Contract Times:

<u>\$10,262,066.99</u>
Net Increase (Decrease) from previous Change Orders No. -0- to -1-: <u>\$560,000.00</u>
Contract Price prior to this Change Order: <u>\$10,822,066.99</u>
Net increase (decrease) of this Change Order: <u>\$2,470,500.43</u> (Includes \$2,323,645.43 from Table 1 and \$146,855.00 from Table 2)
Contract Price with all approved Change Orders: <u>\$13,292,567.42</u>

Substantial Completion: <u>December 15, 2014</u> Ready for final payment: <u>April 30, 2015</u> (days or dates)
Net change from previous Change Orders No. -0- to No. -0-: Substantial Completion: December 15, 2014 Ready for final payment: April 30, 2015 (days or dates)
Contract Times prior to this Change Order: Substantial Completion: December 15, 2014 Ready for final payment: April 30, 2015 (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: September 15, 2015 Ready for final payment: November 1, 2015 (days or dates)
Contract Times with all approved Change Orders: Substantial Completion: September 15, 2015 Ready for final payment: November 1, 2015 (days or dates)

RECOMMENDED:

By: *Paul Collins*

ENGINEER (Authorized Signature)

Date: 8/8/14

APPROVED:

By: _____

OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

CONTRACTOR (Authorized Signature)

Date: _____

PROPOSAL REQUEST

PROPOSAL No. 6

DATE OF ISSUANCE: March 18, 2014,

Rev. July 31, 2014, August 4, 2014

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

OWNER: City of Franklin, TN.
Attn: Paul Holzen, PE, Director of Engineering
109 3rd Avenue South
Franklin, TN 37064

OWNER: City of Franklin, TN.
Attn: Paul Holzen, PE, Director of Engineering
109 3rd Avenue South
Franklin, TN 37064

Contract: General Construction

Project: Carothers Parkway South Extension
From 80' South of Truman Road West, to 500' South of Upland Drive/Meandering Way

OWNER's Contract No. 2013-0048

DESIGN ENGINEER's Contract No. 12-005

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

CEI CONSULTANT: Mr. Tom Lamb, CDM Smith
830 Crescent Centre Drive, Suite 400, Franklin, TN 37067

Instructions:

Please provide construction cost for the following:

- 1) Since award of the contract City Staff has determined a need for innerduct conduit be installed from Long Lane to Falcon Crest.
- 2) Although the desire to provide innerduct conduit from Long Lane to Falcon Crest is desired, a final determination on need shall be funding dependent. Although the section of Carothers south of Truman Road is outside the limits of the initial contract, if the work is approved it shall be paid for as part of the City construction contract 2013-0048 with Mt. States Contractor's.

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QTY.	REV. QTY.	NET CHANGE	UNIT PRICE	BID AMOUNT	ADJ. TO BID
730-03.23	PULL BOXES (FIBER OPTIC, TYPE A)	EACH	0	17	17	\$1,550.00	\$0.00	\$26,350.00
730-03.23	PULL BOXES (FIBER OPTIC, TYPE B)	EACH	0	4	4	\$1,900.00	\$0.00	\$7,600.00
730-12.03	CONDUIT 3" DIAMETER ELECTRICAL GRAY (SCHEDULE 40 PVC, W/PULL STRING AND 2 @ 1" INNERDUCT SLEEVES, WITH #14 BARE COPPER LOCATE WIRE), (LOCATION TO BE COORDINATED WITH THE EXISTING FIBER OPTIC SYSTEM, HDPE MAY BE SUBSTITUTED FOR SCHEDULE 40 PVC.)	LF	430	8100	7670	\$9.20	\$3,956.00	\$70,564.00
SUBTOTAL								\$104,514.00
TOTAL WITH PULL BOX (TYPE "A" AND "B")								\$108,470.00

PROPOSAL REQUEST

PROPOSAL No. 6

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QTY.	REV. QTY.	NET CHANGE	UNIT PRICE	BID AMOUNT	ADJ. TO BID
	ALTERNATE FOR 730-12.03							
730-12.16A	CONDUIT (3" SCHEDULE 40 PVC, TRENCHED, INCLUDES LOCATE WIRE AND PULL STRING)	LF	0	8100	8100	\$11.00	\$0.00	\$89,100.00
	TOTAL ALTERNATE WITH PULL BOX (TYPE "A" AND "B")							\$123,050.00

Attachments: (List documents supporting proposal request)

I. N/A

Paul Collins, Sullivan Engineering, Inc

Issuing Agent

July 31, 2014

Date

CC: Jonathan Marston, City of Franklin
Tom Lamb, CDM Smith

Received by

Date

August 1, 2014

CDM Smith
Tom Lamb
Project Manager
830 Crescent Centre Drive, Suite 400
Franklin, TN 37067

RE: Contract # 2013-0048
Project: Carothers Parkway South Extension
County: Williamson
Description: From 80' S of Truman Rd West, to 500' S of Upland Dr/Meandering Way
Proposal Request No. 6

Dear Mr. Lamb:

In response to Proposal Request No.6, dated July 31, 2014, please see requested pricing below:

Item No.	Description	Qty	Unit	Unit Price	Total
730-03.23	Pull Boxes Fiber Optic Type A	17	EA	\$1550	\$ 26,350.00
730-03.24	Pull Boxes Fiber Optic Type B	4	EA	\$1900	\$ 7,600.00
730-12.16A	3" Sch 40 PVC, Trenched, No innerduct	8100	LF	\$11.00	\$ 89,100.00
730-12.16	3" Sch 40 PVC, Trenched, 2-1" innerduct	8100	LF	\$13.70	\$110,970.00

At this time boring should not be needed and therefore not priced. If needed pricing can be provided at that time.

If you have any further questions, Please feel free to call me at (615) 207-8594.

Sincerely,

MOUNTAIN STATES CONTRACTORS, LLC



Kevin Tubberville
Project Manager

CC: Paul Collins, Sullivan Engineering

PROPOSAL REQUEST

DATE OF ISSUANCE: July 3, 2014

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

OWNER: City of Franklin, TN.
Attn: Paul Holzen, PE, Director of Engineering
109 3rd Avenue South
Franklin, TN 37064

Contract: General Construction

Project: Carothers Parkway South Extension
From 80' South of Truman Road West, to 500' South of Upland Drive/Meandering Way

OWNER's Contract No. 2013-0048

DESIGN ENGINEER's Contract No. 12-005

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

CEI CONSULTANT: Mr. Tom Lamb, CDM Smith
830 Crescent Centre Drive, Suite 400, Franklin, TN 37067

Instructions:

Please provide construction cost for the following:

- 1) The HOLOPHANE design change has resulted in the need for two additional items noted below.

ITEM NO.	ITEM DESCRIPTION (Carothers South – Truman to Falcon Crest)	UNIT	NORTH BID QTY.	SOUTH BID QTY.	TOTAL BID QTY.	UNIT COST	ESTIMATED BUDGET
793-13.10	3" SCHEDULE 40 PVC, ELECTRICAL GRAY	L.F.	215	215	430	\$10.00	4,300.00
790-43.06	Large Pull Box, Quazite #PG2436Z510MT-B, Highline #PHA243618SE1-32, Oldcastle #243618PB7021	EACH	2	2	4	\$1,600.00	6,400.00
	TOTAL						\$10,700.00

ITEM NO.	ITEM DESCRIPTION (Carothers South – Gap Section)	UNIT	TOTAL BID QTY.	UNIT COST	ESTIMATED BUDGET
105-01 (A)	CONSTRUCTION STAKES LINES AND GRADES	L.S.	1	\$29,500.00	\$29,500.00
201-01 (A)	CLEARING AND GRUBBING	L.S.	1	\$47,500.00	\$47,500.00
203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED, INCLUDES 140 C.Y. TO BE USED FOR CONSTRUCTION ENTRANCE)	C.Y.	36136	\$9.00	\$325,224.00
203-10.15	WASTE MATERIAL (OFF SITE REMOVAL AND DISPOSE OF EXCESS EXCAVATION. UNIT PRICE BID INCLUDES	C.Y.	13813	\$26.00	\$359,138.00

ITEM NO.	ITEM DESCRIPTION (Carothers South – Gap Section)	UNIT	TOTAL BID QTY.	UNIT COST	ESTIMATED BUDGET
	STABILIZATION (75% VEGETATIVE COVER) WITH SEED AND MULCH)				
209-02.05	12" TEMPORARY SLOPE DRAIN	L.F.	260	\$8.00	\$2,080.00
209-40.41	CATCH BASIN FILTER ASSEMBLY(TYPE 1), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.)	EACH	6	\$500.00	\$3,000.00
717-10.01	INVOLUNTARY WORK SUSPENSION (FROM PARKWORTH TO TRUMAN WAS PLACED ON HOLD UNTIL FUNDING WAS APPROVED)	L.S.	1	\$49,500.00	\$49,500.00
773-90.27	CUTLER HAMMER #BR220, 2-POLE, 20AMP BREAKER	EACH	2	\$42.00	\$84.00
790-43.06	Large Pull Box, Quazite #PG2436Z510MT-B, Highline #PHA243618SE1-32, Oldcastle #243618PB7021	EACH	2	\$1,600.00	\$3,200.00
793-13.10	3" SCHEDULE 40 PVC, ELECTRICAL GRAY	L.F.	50	\$10.00	\$500.00
	TOTAL				\$819,726.00

Attachments: (List documents supporting proposal request)

I. N/A

Paul Collins, Sullivan Engineering, Inc

Issuing Agent

July 3, 2014

Date

CC: Jonathan Marston, City of Franklin
Tom Lamb, CDM Smith

Received by

Date

August 1, 2014

CDM Smith
Tom Lamb
Project Manager
830 Crescent Centre Drive, Suite 400
Franklin, TN 37067

RE: Contract # 2013-0048
Project: Carothers Parkway South Extension
County: Williamson
Description: From 80' S of Truman Rd West, to 500' S of Upland Dr/Meandering Way
Proposal Request No. 7

Dear Mr. Lamb:

In response to Proposal Request No.7, dated August 1, 2014, please see requested pricing below:

Item No.	Description	Qty	Unit	Unit Price	Total
105-01A	Construction Stakes Lines & Grades	1	LS	\$29500	\$ 29,500.00
201-01A	Clearing and Grubbing	1	LS	\$47500	\$ 47,500.00
203-01	Road & Drainage Excavation	36136	CY	\$ 9.00	\$325,224.00
203-10.15	Waste Material	13813	CY	\$ 26.00	\$359,138.00
209-02.05	12" Temp Slope Drain	260	LF	\$ 8.00	\$ 2,080.00
209-40.41	Catch Basin Filter Type 1	6	EA	\$ 500.00	\$ 3,000.00
717-10.01	Involuntary Work Suspension	1	LS	\$49500	\$ 49,500.00
773-90.27	Cutler Hammer, 2 pole, 20 A Breaker	2	EA	\$ 42.00	\$ 84.00
790-43.06	Large Pull Box	6	EA	\$ 1,600	\$ 9,600.00
793-13.10	3" Sch 40 PVC, Electrical Gray	480	LF	\$ 10.00	\$ 4,800.00

If you have any further questions, Please feel free to call me at (615) 207-8594.

Sincerely,

MOUNTAIN STATES CONTRACTORS, LLC



Kevin Tubberville
Project Manager

CC: Paul Collins, Sullivan Engineering

PROPOSAL REQUEST

DATE OF ISSUANCE: July 18, 2014

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

OWNER: City of Franklin, TN.
 Attn: Paul Holzen, PE, Director of Engineering
 109 3rd Avenue South
 Franklin, TN 37064

Contract: General Construction

Project: Carothers Parkway South Extension
 From 80' South of Truman Road West, to 500' South of Upland Drive/Meandering Way

OWNER's Contract No. 2013-0048

DESIGN ENGINEER's Contract No. 12-005

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

CEI CONSULTANT: Mr. Tom Lamb, CDM Smith
 830 Crescent Centre Drive, Suite 400, Franklin, TN 37067

Instructions:

Please provide construction cost for the following:

- 1) The HOLOPHANE design change has resulted in the need for two additional items noted below.

ITEM NO.	ITEM DESCRIPTION (Carothers South – Gap Section)	UNIT	TOTAL BID QTY.	UNIT COST	ESTIMATED BUDGET
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	12	\$115.00	\$1,380.00

Attachments: (List documents supporting proposal request)

- I. N/A

Paul Collins, Sullivan Engineering, Inc

Issuing Agent

July 17, 2014

Date

CC: Jonathan Marston, City of Franklin
 Tom Lamb, CDM Smith

Received by

Date

August 7, 2014

CDM Smith
Tom Lamb
Project Manager
830 Crescent Centre Drive, Suite 400
Franklin, TN 37067

RE: Contract # 2013-0048
Project: Carothers Parkway South Extension
County: Williamson
Description: From 80' S of Truman Rd West, to 500' S of Upland Dr/Meandering Way
Proposal Request No. 8

Dear Mr. Lamb:

In response to Proposal Request No.8, dated July 18, 2014, please see requested pricing below:

Item No.	Description	Qty	Unit	Unit Price	Total
716-05.06	Painted Pavement Marking (Turn Arrow)	12	EA	\$115.00	\$ 1,380.00

If you have any further questions, Please feel free to call me at (615) 207-8594.

Sincerely,

MOUNTAIN STATES CONTRACTORS, LLC



Kevin Tubberville
Project Manager

CC: Paul Collins, Sullivan Engineering