City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, August 25, 2016 | **3:00 PM** | **Board Room**

Approval of Minutes

1. 16-0730 Approval of Minutes from July 28, 2016.

2. 16-0720 Consideration of a Request to Deny Sanitary Sewer Availability for 3713 E. McEwen Drive (Map 61 Parcel 305)

Sponsors: Paul Holzen

Attachments: Exhibit A
Request to Deny Sewer 3713 E. McEwen Dr
McEwen.Plat

3. 16-0668 Consideration of Change Order No. 3 (FINAL) to the Contract with Jones Bros. Contractors, LLC for the Construction of Carothers Parkway South Extension (COF Contract No. 2013-0048; Resolution 2013-37) for a DECREASE of $616,379.00

Sponsors: Paul Holzen and Engineering

Attachments: CarothersSouth_CONST_CO3_FINAL.pdf

4. 16-0680 Consideration of Change Order No. 2 to the Construction Contract (COF Contract No. 2014-0037, Resolution 2015-46) with Jones Bros. Contractors, LLC for the 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase I, TDOT PIN 109424.00) for an INCREASE of $17,172.85 and a Time Extension of 23 Calendar Days.

Attachments: COF2014-0037_3rd_Ave_Trail-CO#2_Exh_A

5. 16-0706 Consideration of Change Order No. 1 (FINAL) to the Contract with Jenco Construction, Inc. for the Construction of Century-Beasley Connector Project (COF Contract No. 2015-0042; Resolution 2015-45) for a DECREASE of $91,155.88

Attachments: Century - Beasley Final Change Order

6. 16-0707 Consideration of DRAFT Resolution 2016-51, Authorizing Right-of-Way and Easement Acquisition for the Franklin Road Project, From 1,700 Feet South of Moores Lane to Concord Road

Attachments: Submitted Res 2016-51 - Franklin Road ROW Authoriziation

7. 16-0717 Consideration of DRAFT Resolution 2016-54, A Resolution Authorizing Condemnation for the Acquisition of Rights-of-Way and/or Easements for SR-96 East Sidewalk Improvements

Attachments: Resolution 2016-54 Exhibit A
Submitted Res 2010-54 SR96 Sidewalk Condemnation Resolution

8. 16-0724 Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2016-0152) with CDM Smith for the Sanitary Sewer System Model Assistance - Phase 2 in Not-to-Exceed Amount of $145,000.00

Sponsors: Engineering

Attachments: DRAFT_C2016-0152_PSA_SewerModel.docx
C2016-0152_PSA_SewerModel_Scope.pdf

9. 16-0725 Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0077) with Gresham Smith and Partners for the Old Carter's Creek Pike Water System Improvements Project in the Not-to-Exceed Amount of $21,780.00

Sponsors: Engineering

Attachments: DRAFT_C2015-0077_PSA_Amend1_OldCartersCreekWater.doc
C2015-0077_PSA_Amend1_OldCartersCreekWater_Scope.pdf

10. 16-0722 Consideration of a DRAFT Agreement 160125 (COF Contract No. 2016-0267) with the Tennessee Department of Transportation for the SR-96 West Multi-Use Trail Project, From 9TH Avenue North to Vera Valley Drive (TDOT PIN 123098.00; Federal Project No. TAP-96(49); State Project No. 94LPLM-F3-092)

Sponsors: Engineering

Attachments: DRAFT_C2016-0267_TAPGrant.docx
CIP_Exhibits.pdf

11. 16-0723 Discussion Concerning Upcoming Utility Maintenance and Paving in the Thompson Alley Neighborhood

Sponsors: Engineering

Attachments: ThompsonAlley_Exhibits.pdf

12. 16-0702 Review and Recommendation of the Schematic Design for Bicentennial Park

Sponsors: Lisa Clayton, Paul Holzen and Jonathan Marston

Attachments: Bicentennial Park_Concept A
Bicentennial Park_IMAGE BOARD edited
Transmit Bicentennial Schematic to Lisa 8_10_16

13. 16-0710 Transportation Projects Status Report

Sponsors: Engineering

14. 16-0711 Water and Sewer Projects Status Report

Sponsors: Engineering

15. 16-0712 Stormwater Projects Status Report

Sponsors: Engineering

Other Business

Adjournment

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

Sanitary Sewer Availability
6716 E. McEwen Drive (Map 61 Parcel 305)

HISTORIC
FRANKLIN
TENNESSEE

Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:	**CHECK ALL THAT APPLY:** ☐ Water ☒ Sewer
Project Name (If Applicable)	
Subdivision, Section, Lot	
Map & Parcel(s) #	Map 61, Parcel 305
Property Address	3713 E. McEwen
City Project # (If Applicable)	
Applicant's Name & Company	John Matthews
Applicant's Address	1226 Limerick Lane
Applicant's Email & Phone #	johnandebbie@gmail.com 901/359-847
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4 in.

Sewage Flow Calculations: *Use the City of Franklin projected flow examples sheet –pg.4*

use additional sheets as necessary

Anticipated sewage flows. Information Required for Sewer Service	

FOR OFFICE USE ONLY:	*SFUE:*	*Sewage Flow Calculations Reviewed & Approved By:*

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

Email Application to: EngineeringMBX@franklintn.gov
For additional information or questions please call: 615-791-3218

Date Submitted: _____

GENERAL NOTES:

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE PARCELS 3.05 AND 3.13 AT THE REQUEST OF THE PROPERTY OWNER.
2. BEARINGS SHOWN HEREON ARE BASED ON TENNESSEE COORDINATE SYSTEM OF 1983.
3. EXISTING ZONING: ESTATE RESIDENTIAL / AREA DESIGNATION: SUBURBAN
4. MINIMUM REQUIRED SETBACK LINES:
   (LOT 1)
   YARD FRONTING STREET....................150'
   REAR YARD.......................................65'
   SIDE YARD ....35'
   (LOT 2)
   YARD FRONTING STREET....................75'
   REAR YARD.......................................65'
   SIDE YARD ....35'

   SUBJECT PROPERTY IS PARCEL 3.05 AND 3.13 AS SHOWN ON WILLIAMSON COUNTY TAX MAP 61.

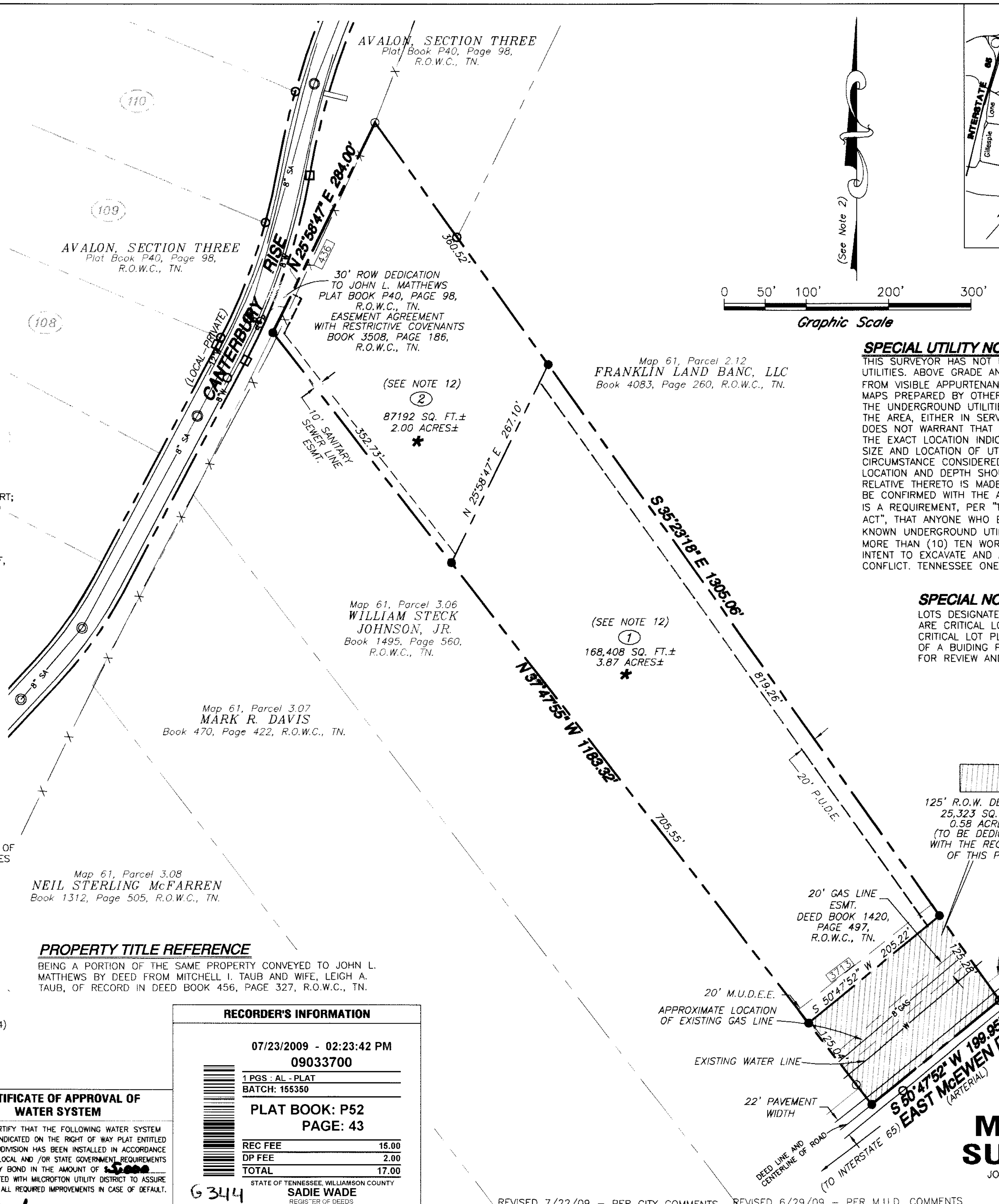
5. OWNER/ SUBDIVIDER: **JOHN L. MATTHEWS**
   CONTACT: JOHN L. MATTHEWS
   ADDRESS: 4421 LANGDON WALK
   SMYRNA, GEORGIA 30080
   TEL. NO.: (770) 433-2055

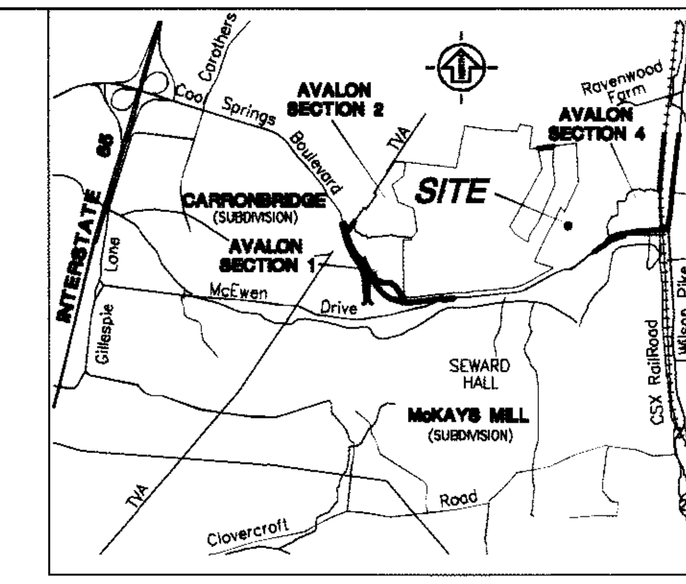
   SURVEYOR: **RAGAN-SMITH-ASSOCIATES**
   CONTACT: KEVIN BIRDWELL
   ADDRESS: 315 WOODLAND STREET
   NASHVILLE, TENN. 37206
   TEL. NO.: (615) 244-8591
   EMAIL: KBIRDWELL@RAGANSMITH.COM

6. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X", AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0209F, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 470206, PANEL NO. 0209, SUFFIX E, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN.
7. WITHIN NEW DEVELOPMENTS AND FOR OFF-SITE LINES CONSTRUCTED AS A RESULT OF, OR TO PROVIDE SERVICE TO, THE NEW DEVELOPMENT, ALL UTILITIES, SUCH AS CABLE TELEVISION, ELECTRICAL (EXCLUDING TRANSFORMERS), GAS, SEWER, TELEPHONE, AND WATER WATER LINES SHALL BE PLACED UNDERGROUND.
8. THE CITY OF FRANKLIN IS NOT RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY PRIVATE STRUCTURES WITHIN PUBLIC EASEMENTS SHOULD THE STRUCTURES BE DISTURBED IN THE PROCESS OF THE CITY EXERCISING ITS EASEMENT RIGHTS.
9. STREET LIGHT LOCATIONS AND QUANTITIES ARE APPROXIMATE. FINAL POSITIONING AND QUANTITIES SHALL BE AT DIRECTION OF MTEMC.
10. LOT ONE CAN TEMPORARILY USE A GRINDER PUMP THAT IS PRIVATELY OWNED AND MAINTAINED UNTIL THE MAYES CREEK INTERCEPTOR SEWER IS CONSTRUCTED.
11. THE SANITARY SEWER SERVICE FOR LOT ONE IS TO BE PUMPED TO THE EXISTING SANITARY SEWER LINE IN CANTERBURY RISE UNTIL SUCH TIME THAT THE SOUTH PRONG CONNECTOR SEWER LINE IS INSTALLED AND SERVICE CAN BE PROVIDED TO LOT ONE. MAINTENANCE OF GRINDER PUMP TO BE THAT OF THE PROPERTY OWNER.
12. ANY RESIDENTIAL LOT GREATER THAN OR EQUAL TO ONE ACRE IN SIZE IS REQUIRED TO OBTAIN A TREE REMOVAL PERMIT FROM THE FRANKLIN CODES DEPARTMENT PRIOR TO THE REMOVAL OF ANY TREES GREATER THAN OR EQUAL TO FOUR INCHES DIAMETER AT BREAST HEIGHT.
13. LOTS TWO REQUIRES RESIDENTIAL FIRE SPRINKLERS MEETING THE REQUIREMENTS OF NFPA 13D.
14. ALL MILCROFTON UTILITY DISTRICT EASEMENTS ARE EXCLUSIVE EASEMENTS. NO EXCAVATION, BUILDING, STRUCTURE OR OBSTRUCTION OF ANY KIND WILL BE CONSTRUCTED OR PERMITTED WITHIN THE EASEMENTS EXCEPT FOR THE INSTALLATION OF PAVEMENT FOR PRIVATE OR PUBLIC DRIVEWAYS WHICH CROSS AN EASEMENT. NO TREES OR SHRUBBERY WILL BE PLANTED WITHIN THE EASEMENTS.

LEGEND

■	MONUMENT (NEW) 4" DIAMETER ALUMINUM DISC W/ 5/8" IRON ROD MARKED RAGAN-SMITH-ASSOCIATES	—SS—	SANITARY SEWER SERVICE LINE
		—SAN—	SANITARY SEWER LINE
●	IRON ROD (NEW) 5/8" ROD WITH PLASTIC CAP MARKED RAGAN-SMITH-ASSOCIATES	—W—	WATER LINE
		—FM—	SANITARY SEWER FORCE MAIN
◎	SANITARY SEWER MANHOLE	RCP	REINFORCED CONCRETE PIPE
☀	STREET LIGHT	M.U.D.E.E.	MILCROFTON UTILITY DISTRICT EXCLUSIVE EASEMENT (SEE NOTE 14)
	FIRE HYDRANT	P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
▤	CATCH BASIN		
TYP.	TYPICAL	R.O.W.C.	REGISTER'S OFFICE FOR WILLIAMSON COUNTY





LOCATION MAP
NOT TO SCALE

SPECIAL UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABONDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE NOR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THIER INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-615-1987 OR 1-800-351-1111.

SPECIAL NOTE:

LOTS DESIGNATED WITH AN ASTERISK (*) ARE CRITICAL LOTS, AND MUST HAVE A SEPARATE CRITICAL LOT PLAN SUBMITTED PRIOR TO ISSUANCE OF A BUIDING PERMIT SUBMITTED TO ENGINEERING FOR REVIEW AND APPROVAL.

PROPERTY TITLE REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO JOHN L. MATTHEWS BY DEED FROM MITCHELL I. TAUB AND WIFE, LEIGH A. TAUB, OF RECORD IN DEED BOOK 456, PAGE 327, R.O.W.C., TN.

RECORDER'S INFORMATION

07/23/2009 - 02:23:42 PM
09033700
1 PGS : AL - PLAT
BATCH: 155350

PLAT BOOK: P52
PAGE: 43

REC FEE	15.00
DP FEE	2.00
TOTAL	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

G344

P52/43

MATTHEWS SUBDIVISION

JOB NO: 95-132 W.O: 8599
DRAWN BY: AMR
SHEET 1 OF 1
C.O.F. #1739

REVISED 7/22/09 – PER CITY COMMENTS
REVISED 6/29/09 – PER M.U.D. COMMENTS
REVISED 6/15/09 – PER CITY COMMENTS
REVISED 7/01/08 – PER CITY COMMENTS

TOTAL SITE AREA - 280,923 SQ. FT. OR 6.45 ACRES±

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

SUBDIVISION NAME AND STREET NAMES APPROVED BY THE WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS.

Jennie Irwin 6-17-09
WILLIAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS — DATE

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I HEREBY CERTIFY THAT THE FOLLOWING WATER SYSTEM OUTLINED OR INDICATED ON THE RIGHT OF WAY PLAT ENTITLED MATTHEWS SUBDIVISION HAS BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND /OR STATE GOVERNMENT REQUIREMENTS OR A SECURITY BOND IN THE AMOUNT OF $ [illegible] HAS BEEN POSTED WITH MILCROFTON UTILITY DISTRICT TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

Carl Scott 6-30-09
MILCROFTON UTILITY DISTRICT — DATE

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS OF RECORD IN BOOK 456, PAGE 327, R.O.W.C., TENNESSEE, AND ADOPT THE PLAN OF SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT(S) AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED, OR CHANGED SO AS TO PRODUCE LESS AREA THAN IS HEREBY ESTABLISHED UNTIL OTHERWISE APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, AND UNDER NO CONDITION SHALL SUCH LOT(S) BE MADE TO PRODUCE LESS AREA THAN IS PRESCRIBED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN BOOK ____, PAGE ____, R.O.W.C., TENNESSEE, RUNNING WITH THE TITLE TO THE PROPERTY. I (WE) FURTHER CERTIFY THAT THERE ARE NO LIENS ON THIS PROPERTY, EXCEPT AS FOLLOWS: BOOK ____, PAGE ____, R.O.W.C., TENNESSEE.

John L. Matthews 6/16/09
OWNER(S) JOHN L. MATTHEWS — DATE

CERTIFICATE OF SURVEY

I (WE) HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS SHOWN HEREON IS CORRECT AND THAT ALL OF THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED AS INDICATED. THIS SUBDIVISION PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE 2ND DAY OF MAY, 2008.

6/15/09
SURVEYOR — DATE
1797
TENN. LICENSE NO.

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I HEREBY CERTIFY THAT:(1) THE SEWER SYSTEM DESIGNATED IN MATTHEWS SUBDIVISION HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR (2) A PERFORMANCE BOND IN THE AMOUNT OF $ NA FOR THE SEWER SYSTEM HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

Rick McLeah 7/23/2009
SUPT., WATER AND SEWER FRANKLIN, TENN. — DATE

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY THAT:(1) THE STREETS AND DRAINAGE DESIGNATED IN MATTHEWS SUBDIVISION HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR (2) A PERFORMANCE BOND IN THE AMOUNT OF $ NA FOR STREETS AND $ NA FOR DRAINAGE HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

Joseph York 9-23-09
SUPT., STREETS FRANKLIN, TENN. — DATE

CERTIFICATE OF APPROVAL FOR RECORDING

APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, FRANKLIN, WILLIAMSON COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH CONDITIONS, IF ANY, AS ARE NOTED IN THE PLANNING COMMISSION MINUTES FOR THE 24 DAY OF July, 2009, AND THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY.

7/23/09
SECRETARY, FRANKLIN MUNICIPAL PLANNING COMMISSION — DATE

FINAL SUBDIVISION PLAT

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES:	6.45±	TOTAL LOTS:	2
ACRES NEW STREETS:	N/A	FEET NEW STREETS:	N/A
CIVIL DISTRICT:	14th	CLOSURE ERROR:	1:15,000
SCALE: 1" =	100'	DATE:	05/13/08

G:\95132\8599\FINAL PLAT\8599-PLAT.DWG

8/15/2009 3:58:15 PM C:\EQUORUM\LR QUEUES\remotefullfilm.qcf D:\REMOTE\FULL\FILM\52628_95132_8599_00_8599-PLAT-Layout1.amr.PLT

Request for Construction Change
Change Order No. __3____

City of Franklin Engineering Office 109 Third Avenue South Franklin, TN 37064	Contract No. Project	2013-0048 Carothers Parkway South Extension From 80' South of Truman Road West, to 500' South of Upland Drive/Meandering

Whereas, we Jones Bros. Contractors, LLC entered into an contract with the CITY OF FRANKLIN, on June 12, 2013, for the construction by said Contractor of the above designated contract; and Whereas, construction is now complete. We desire to submit the following reduction in the amount of the construction contract to release the contracted funds back to the City of Franklin:

Reason for Change Order:

Project construction is complete and the final agreed upon dollar value of the construction effort is $12,676,188.42. When the total construction dollar value is compared to the approved contract dollar value of $13,292,567.42 it is noted that a $616,379.00 underrun exist. Change Order #3 will reduce the contract dollar value from $13,292,567.42 to the actual dollar value of construction $12,676,188.42

Attachments (List documents supporting change):

Application for Payment No. 31 Revised – shows the actual construction dollar value to the complete the work on the subject project.

CHANGE IN CONTRACT PRICE:
Original Contract Price $10,262,066.99
Net Increase (~~Decrease~~) from previous Change Orders No. 0 to _2_: $3,030,500.43
Contract Price prior to this Change Order: $13,292,567.42
Net (~~increase~~) decrease of this Change Order: ($616,379.00)
Contract Price with all approved Change Orders: $12,676,188.42

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: December 15, 2014 Ready for final payment: April 30, 2015
Net change from previous Change Orders No. 0 to _2_ to: Substantial Completion: September 15, 2015 Ready for final payment: November 1, 2015
Contract Times prior to this Change Order: Substantial Completion: September 15, 2015 Ready for final payment: November 1, 2015
Net ~~increase~~ (~~decrease~~) this Change Order: Substantial Completion: September 15, 2015 Ready for final payment: November 1, 2015
Contract Times with all approved Change Orders: Substantial Completion: September 15, 2015 Ready for final payment: November 1, 2015

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

RECOMMENDED FOR APPROVAL BY:

By: _____ By: _____ By: _____

ENGINEER CITY PROJECT MANAGER DIRECTOR OF ENIGNEERING

Date: 7/26/16 Date: 08/01/2016 Date: 8/1/16

ACCEPTED

By: _____

CONTRACTOR (Authorized Signature)

Date: 26 Jul 16

APPROVED:

By: _____

OWNER (Authorized Signature)

Date: _____

Request for Construction Change
Summary Change Order No. 2

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

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

Reason for Change Order:

1.To add calendar days to the original contract time due to weather delays.
2. To add calendar days to the original contract time due to additional items of work.
3. Addition of pay items for construction layout due to revisions to the placement of park benches and the location of the remnant wall at Point Park.
4. Addition of pay item for jacked or bored conduit and traffic rated pull box in order that power can be provided to service Point Park due to other conduits having fiber, etc. within them.
5. Addition of mobilization for JBC due to the Main Street Festival (04/23/16). JBC had to move equipment and materials in order to secure site due to amount of visitors that were anticipated for the event in downtown Franklin.
6. Removal of Hardwood mulch from the project and replacing it with pine straw.
7. Addition of cost to lower/relocate existing irrigation mainline at the overlook structure and brick walk near intersection of 3rd and 4th Avenues.
8. Addition of River Rock to Water Stairs in order to minimize wash out of originally design mulch and plant material during high water levels, thus reducing maintenance.

Attachments (List documents supporting change):

1. JBC Weather Delays – May 2016, June 2016, July 2016
2. TDOT LP Field Change Order documents (TDOT Field Change Order #4, dated 04/21/16, TDOT LP Field Change Order #5, dated 06/08/16, TDOT LP Field Change Order #6, dated 08/02/16)

Item No.	Description of Work	Unit	Estimated Quantity	Unit Price	Amount
105-01.50	Construction Layout	LS	1	$1,118.25	+ $1,118.25
714-03	Jack or Bored Conduit (2” Sch 80 PVC)	LF	100	$23.56	+ $2,356.00
714-05.07	Pull Box (12”x12”x12” Traffic Rated)	EACH	2	$321.30	+ $642.60

717-01.04	Mobilization (Special Event)	LS	1	$3,750.00	+ $3,750.00
801-06.10	Shredded Hardwood Mulch	CY	-52	$45.00	-$2,340.00
801-06.10	Pine Straw Mulch	CY	50	$45.00	+ $2,250.00
920-12.01	Relocate/Lower Existing Irrigation	LS	1	$3,724.80	+ 3,724.80
920-13.01	River Rock	SF	255	$22.24	+ $5,671.20
TOTAL					**+ $17,172.85**

CHANGE IN CONTRACT PRICE:
Original Contract Price $ 1,253,257.31
Net Increase (Decrease) from previous Change Orders No. 0 to 1: $32,269.60
Contract Price prior to this Change Order: $1,285,526.91
Net increase of this Change Order: $17,172.85
Contract Price with all approved Change Orders: **$1,302,699.76**

CHANGE IN CONTRACT TIMES:
Original Contract Times: 240 Calendar Days Substantial Completion: ***** Ready for final payment: May 17, 2016 (240 days)
Net change from previous Change Orders No. 0 to 1 to: Substantial Completion: ***** Ready for final payment: 75 calendar days
Contract Times prior to this Change Order: Substantial Completion: ***** Ready for final payment: July 31, 2016 (315 days)
Net increase (decrease) this Change Order: Substantial Completion: ***** Ready for final payment: 23 calendar days
Contract Times with all approved Change Orders: Substantial Completion: ***** Ready for final payment: **August 23, 2016 (338 days)**

Now, Therefore, We, **Jones Brothers Contractors, LLC**, hereby agree to this Change Order consisting of the above mentioned items and prices, and agree that this Change Order is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

By: _____ By: _____ By: _____

ENGINEER CITY PROJECT MANAGER DIRECTOR OF ENGINEERING

Date: 8/4/16 Date: 08/08/2016 Date: _____

ACCEPTED

By: _____

CONTRACTOR (Authorized Signature)

Date: 8/14/16

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

TN TDOT Department of Transportation

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 4

Project Title/Termini:	City of Franklin - 3rd Avenue North Trail/Greenway		
Owner:	City of Franklin	PIN:	109424.00
Address:	109 3rd Avenue South	State Project No.:	94LPLM-F3-018
	Franklin, TN 37064	Federal Project No.:	STP-M-9305(28)
Date Prepared:	4/21/2016	Contract No.:	2014-0037
		County:	WILLIAMSON

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

The purpose of this Change Order is to:

Add Item No. 105-01.50 Construction Layout to the contract. The construction layout is to cover layout cost due to revisions to the placement of park benches and the location of a remnant wall.

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

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

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

Approved Change Orders: N/A

Current Change Order: -

Contract Completion Time with Change Orders: 240 calendar days (Date: May 17, 2016)

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

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
105-01.50	Construction Layout	LS	-	+1	+1	$1,118.25	$1,118.25
						$	$
						$	$
						$	$
						$	$

Bid Contract Amount: $1,253,257.31

Current Change Order: $1,118.25

Approved Change Orders: $32,269.60

Pending Change Orders: $1,118.25

TN TDOT Department of Transportation

Local Government Guidelines Form 8-30
March 1, 2016

Total Change Orders to Date: ~~$33,386.10~~ $33,387.85

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 4

Project Title/Termini:	City of Franklin - 3rd Avenue North Trail/Greenway		
Owner:	City of Franklin	PIN:	109424.00
Address:	109 3rd Avenue South	State Project No.:	94LPLM-F3-018
	Franklin, TN 37064	Federal Project No.:	STP-M-9305(28)
Date Prepared:	4/21/2016	Contract No.:	2014-0037
		County:	WILLIAMSON

Now, Therefore, We, Jones Bros. Contractors, LLC, Contractors, and Western Surety Co., Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: _____ 6/1/16
Engineer/CEI Date

Approved for Eligibility:

By: APPROVED
By Sarah Sutton at 7:08 am, Jun 02, 2016
Local Programs Planner Date

Approved By:

Jones Bros. Contractors, LLC.
By: _____ 05/26/16
Contractor Date

Western Surety Company
By: Elizabeth A. Hartzberg
Surety Elizabeth A. Hartzberg, Attorney-in-Fact 6-1-2016 Date

By: _____ 06/02/2016
Owner Date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

E J Pennisi Jr, Deborah S Hudgins, Elizabeth A Hartzberg, Jimmy M Evans Jr, Individually

of Nashville, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of JUNE, 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

JONES BROS
Jones Bros. Contractors, LLC

May 24, 2016

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

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

Subject: Supplemental Request #007 – Additional Surveying Services

Jones Bros. Contractors, LLC ("JBC") respectfully submits the pricing below to incorporate additional surveying services as requested by the owner's representatives.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
105-02	Additional Surveying Services	1	LS	$ 1,118.25

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

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

Sincerely,

Josh Randall
Jones Bros. Contractors, LLC

Josh Randall

From: Vander Horst, Stephen <svanderhorst@cecinc.com>
Sent: Wednesday, May 11, 2016 6:02 PM
To: Josh Randall
Subject: RE: Extra Services for Bicentennial Park

Sorry, total cost = $1065.00

Stephen VanderHorst, L.S.I.T. / Survey Tech IV
Civil & Environmental Consultants, Inc.
325 Seaboard Lane · Suite 170 · Franklin, TN 37067
Toll-Free: (800) 763-2326 · Cell: (931) 623-8913 · Fax: (615) 333-7751
E-Mail: svanderhorst@cecinc.com · http://www.cecinc.com
Senior Leadership · Integrated Services · Personal Business Relationships

---

From: Vander Horst, Stephen
Sent: Wednesday, May 11, 2016 6:01 PM
To: Josh Randall (jrandall@jonesbroscont.com)
Subject: Extra Services for Bicentennial Park

Josh,
Below is the effort CEC put forth on the relocated park benches and additional remnant wall:

- Park Benches
  - Field locate proposed park benches (1hr@$135)
  - Calculate grades for re-located park benches (2hr@$85)
  - Stake re-located park benches w/offsets (2hr@$135)
- Additional Remnant Wall
  - Field locate existing remnant walls (2hr@$135)
  - Calculate location of additional remnant wall w/grade (1hr@$85)
  - Stake additional remnant wall w/offsets (1hr@$135)

Let me know if you have any questions.

Thanks,

Stephen VanderHorst, L.S.I.T. / Survey Tech IV
Civil & Environmental Consultants, Inc.
325 Seaboard Lane · Suite 170 · Franklin, TN 37067
Toll-Free: (800) 763-2326 · Cell: (931) 623-8913 · Fax: (615) 333-7751
E-Mail: svanderhorst@cecinc.com · http://www.cecinc.com
Senior Leadership · Integrated Services · Personal Business Relationships

TN TDOT

Local Government Guidelines Form 8-30
March 1, 2016

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 5

Project Title/Termini:	City of Franklin - 3rd Avenue North Trail/Greenway		
Owner:	City of Franklin	PIN:	109424.00
Address:	109 3rd Avenue South	State Project No.:	94LPLM-F3-018
	Franklin, TN 37064	Federal Project No.:	STP-M-9305(28)
Date Prepared:	6/8/2016	Contract No.:	2014-0037
		County:	WILLIAMSON

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

The purpose of this Change Order is to:

Add Item No. 714-03 Jacked or Bored Conduit (2" SCH 80 PVC) and Item No. 714-05.07 Pull Box (12"x12"x12" Traffic Rated) to the contract. This additional conduit will need to be installed in order that power can be provided to service Point Park due to the other conduits having fiber, etc. within them.

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

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

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

Approved Change Orders: N/A

Current Change Order: -

Contract Completion Time with Change Orders: 240 calendar days (Date: May 17, 2016)

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

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
714-03	Jack or Bored Conduit (2" Sch 80 PVC)	LF	-	+100	+100	$23.56	$2,356.00
714-05.07	Pull Box (12"x12"x12" Traffic Rated)	EACH	-	+2	+2	$321.30	$642.60
						$	$
						$	$
						$	$

TDOT

Local Government Guidelines Form 8-30
March 1, 2016

Bid Contract Amount:	$1,253,257.31
Current Change Order:	$2,998.60
Approved Change Orders:	$33,387.85
Pending Change Orders:	~~$1,118.25~~ $2,998.60
Total Change Orders to Date:	$36,386.45

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 5

Project Title/Termini:	City of Franklin - 3rd Avenue North Trail/Greenway		
Owner:	City of Franklin	PIN:	109424.00
Address:	109 3rd Avenue South	State Project No.:	94LPLM-F3-018
	Franklin, TN 37064	Federal Project No.:	STP-M-9305(28)
Date Prepared:	6/8/2016	Contract No.:	2014-0037
		County:	WILLIAMSON

Now, Therefore, We, Jones Bros. Contractors, LLC, Contractors, and Western Surety Co., Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: _____ 06/11/16
Engineer/CEI — Date

Approved for Eligibility:

APPROVED
By Sarah Sutton at 9:01 am, Jun 10, 2016

By: _____
Local Programs Planner — Date

Approved By: Jones Bros. Contractors, LLC

By: _____ 6/9/16
Contractor — Date
Western Surety Company

By: _____
Surety Elizabeth A. Hartzberg, Attorney-in-Fact 6-9-2016 — Date

TN TDOT

Local Government Guidelines Form 8-30
March 1, 2016

By: _____ 06/10/2016

Owner Date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

E J Pennisi Jr, Deborah S Hudgins, Elizabeth A Hartzberg, Jimmy M Evans Jr, Individually

of Nashville, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June, 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Jones Bros. Contractors, LLC

June 8, 2016

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

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

Subject: Supplemental Request #008 – Road Bore for Lighting Power

Jones Bros. Contractors, LLC ("JBC") respectfully submits the pricing below to incorporate additional electrical scope items as requested by the owner's representatives.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
714-03	Jacked or Bored Conduit (2 SCH 80 PVC)	100	LF	$ 23.56
714-05.07	Pull Box (12"x12"x12" Traffic Rated)	2	Each	$ 321.30

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

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

Sincerely,

Josh Randall
Jones Bros. Contractors, LLC

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

Contract #. City of Franklin
Project #. Bicentennial Park - 1
County: Williamson
Bid Date: 9/9/2014
Date: 6/7/2016
Call No.:

QUOTATION:

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

Item No.:	Description:	Unit:	Qty:	Unit Price:	Total:
714-05.07	Pull Box (12"x12"x12" Traffic Rated)	EA	2	$ 300.00	$ 600.00
714-03	Jacked or Bored Conduit (2" SCH 80 PVC)	LF	100	$ 22.00	$ 2,200.00

w/ 2% $ 306.00
SCH Bored $ 22.44

w/ 5% $ 321.30
JBC $ 23.56

Total Cost: $ 2,800.00

If Bond is required please add: (56/2800 = 2%) $ 56.00

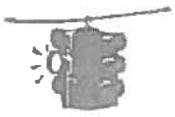
Total Cost with Bond Included: $ 2,856.00

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

Completion Date:

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

STATE OF TENNESSEE LICENSE
ID NUMBER: 18759
EXP. DATE: 05/31/17
CLASS: MC-A,C; E-B,C; BC; CE-B; CE; HRA-E(1); UNLIMITED



"SUPPORT OUR TROOPS · GOD BLESS AMERICA"

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 6

Project Title/Termini:	City of Franklin - 3rd Avenue North Trail/Greenway		
Owner:	City of Franklin	PIN:	109424.00
Address:	109 3rd Avenue South	State Project No.:	94LPLM-F3-018
	Franklin, TN 37064	Federal Project No.:	STP-M-9305(28)
Date Prepared:	8/2/2016	Contract No.:	2014-0037
		County:	WILLIAMSON

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

The purpose of this Change Order is to:

Add Item No. 920-12.01 Relocate/Lower Existing Irrigation. The existing irrigation located near the proposed overlook at the intersection of 3rd and 4th Avenues had to be lowered in order to construct the proposed brick sidewalk and concrete sidewalk.

Add Item No. 920-13.01 River Rock to the contract. This river rock will be placed within the water stairs area and will replace the originally designed mulch and plants that might be washed out during high river levels. This will result in reduced maintenance costs.

Add Item No. 717-01.04 Mobilization to the contract. This mobilization charge is for the effort that JBC had to expend to move equipment and materials to prepare site for the April 23rd Main Street Festival. Site had to be secured due to large crowds expected in the downtown Franklin area.

Replace Item No. 801-06.10 Shredded Hardwood Mulch with Pine Straw Mulch. Item number will be the same, however quantity was reduced by 2 CY. Cost for item remains the unchanged.

Add Contract Time due to unanticipated issues involving repairs to the existing irrigation system that would have to be relocated due to conflicts with the proposed sidewalks. Time will also be increased due to the addition of the river rocks, and placement of pine straw in lieu of hardwood mulch as originally designed.

Add Contract Time due to weather delays for the months of May, June and July.

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

☐ Not Change, ☒ Increase by 75 days, ☐ Decrease by _____ days

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

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

Current Change Order: 23 calendar days (Pending BOMA approval)

Contract Completion Time with Change Orders: 315 calendar days (Date: July 31, 2016)

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

TN TDOT Department of Transportation

Local Government Guidelines Form 8-30
March 1, 2016

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
920-12.01	Relocate/Lower Existing Irrigation	LS	-	+1	+1	$3,724.80	$3,724.80
920-13.01	River Rock	SF	-	+255	+255	$22.24	$5,671.20
801-06.10	Shredded Hardwood Mulch	CY	52	-52	-52	$45.00	$(2,340.00)
801-06.10	Pine Straw Mulch	CY	-	+50	+50	$45.00	$2250.00
717-01.04	Mobilization (Special Event)	LS	-	+1	+1	$3,750.00	$3,750.00

Bid Contract Amount: $1,253,257.31
Current Change Order: $13,056.00
Approved Change Orders: $36,386.45 ($32,269.60 approved by BOMA)
Pending Change Orders: $13,056.00
Total Change Orders to Date: $49,442.45

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 6

Project Title/Termini: City of Franklin - 3rd Avenue North Trail/Greenway
Owner: City of Franklin
Address: 109 3rd Avenue South
Franklin, TN 37064
Date Prepared: 8/2/2016

PIN: 109424.00
State Project No.: 94LPLM-F3-018
Federal Project No.: STP-M-9305(28)
Contract No.: 2014-0037
County: WILLIAMSON

Now, Therefore, We, Jones Bros. Contractors, LLC, Contractors, and Western Surety Co., Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: _____ 8/3/16
Engineer/CEI Date

Approved for Eligibility:

TN TDOT Department of Transportation

Local Government Guidelines Form 8-30
March 1, 2016

APPROVED
By Sarah Sutton at 9:16 am, Aug 03, 2016

By: _____
Local Programs Planner — Date

Approved By:

Jones Bros. Contractors, LLC

By: _____ 8/2/16
Contractor — Date

Western Surety Company

By: _____
Surety — Date
Elizabeth A. Hartzberg, Attorney-in-Fact 8-3-2016

By: _____
Owner — Date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

E J Pennisi Jr, Deborah S Hudgins, Elizabeth A Hartzberg, Jimmy M Evans Jr, Individually

of Nashville, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3RD day of AUGUST, 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Jones Bros. Contractors, LLC

August 1, 2016

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

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

Subject: Supplemental Request #011 – Mulch & Irrigation Revisions

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

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

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

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

Sincerely,

Josh Randall
Jones Bros. Contractors, LLC

Attachments: 3-pages

REED LANDSCAPING, INC.

Certified Minority Women Business

July 20, 2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 002

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trial, Franklin TN

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

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

item No. 920-12.01

CONTRACT TIME TO BE EXTENDED BY 4 DAYS

Note:

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

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

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.

110 Walnut Street
Spring Hill, TN. 37174-2660

Ph: (931) 451-7781
Fax: (931) 451-7789

REED LANDSCAPING, INC.

Certified Minority Women Business

July 25, 2016

REVISED 07/28/2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 003

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trail, Franklin TN

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

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

CONTRACT TIME TO BE EXTENDED BY 4 DAYS

item No. 920-13.01

Note:

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

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

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.

110 Walnut Street
Spring Hill, TN. 37174-2660

Ph: (931) 451-7781
Fax: (931) 451-7789

REED LANDSCAPING, INC.

Certified Minority Women Business

July 25, 2016

Jones Brothers
P O Box 158067
Nashville TN 37215

CHANGE ORDER REQUEST: 004

Attention: Josh Randall

Re: 3rd Ave - Bicentennial Trial, Franklin TN

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

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

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

3 Days

Note:

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

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

Sincerely,

Letisia Smit
Project Manager
Reed Landscaping, Inc.

110 Walnut Street
Spring Hill, TN. 37174-2660

Ph: (931) 451-7781
Fax: (931) 451-7789

Jones Bros. Contractors, LLC

July 26, 2016

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

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

Subject: Supplemental Request #010-REV - Build/Remove Berm for Event

Jones Bros. Contractors, LLC ("JBC") respectfully submits the pricing below to incorporate the work for the installation and removal of an earth berm across the south-eastern quadrant of the jobsite for the purposes of limiting vehicular and pedestrian traffic during special events unrelated to the project.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Additional Time Required
717-01.04	Mobilization	1	LS	$ 3,750	2-Days

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

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

Sincerely,

Josh Randall
Jones Bros. Contractors, LLC

Attachments: none

June 1, 2016

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

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

Please accept this letter and the related documentation as Jones Bros Contractors formal claim for additional contract days due to adverse weather conditions incurred on the Project from the start of the Project through May 31, 2016.

Month	Baseline Weather Days	Actual Weather Days	Days in Excess (Additional Time)	Additional Dry-out Days	Total Days Requested
2015, 09 - September (Pro-Rata)	1	2	1	1	2
2015, 10 - October	5	8	3	3	6
2015, 11 - November	6	7	1	1	2
2015, 12 - December	11	7	0	0	0
2016, 1 - January	12	12*	0	0	0
2016, 2 - February	11	9	0	0	0
2016, 3-March	8	8	0	0	0
2016, 4-April	7	7	0	0	0
2016, 5-May	7	8	1	1	2
TOTAL TO DATE:					**12**
*January includes 5 rain days and 7 for snow covered days.					

Please let me know if you need any further information.

Sincerely,
JONES BROS CONTRACTORS, LLC

Josh Randall
Project Manager

Attachments: 1-Page, May Weather Data*
*Previous months submitted previously/separately

TN TDOT Department of Transportation

Monthly Rainfall Log **May 2016**

State/US Route or Road Name: 3rd Avenue Greenway/Trail-Bicentennial Park

Construction #: 94LPLM-F3-018 Contract #: 2014-0037/TDOT PIN 109424.00

Date	Day of Week[1]	Predicted Precipitation (%)[2]	Rainfall Gauge 1 (in)	Rainfall Gauge 2 (in)	Rainfall Gauge 3 (in)	Rainfall Gauge 4 (in)			Duration (hr)
1	Sun.	0%(NWS)	0	0					
2	Mon.	90%(NWS)	.19	.18					24hrs.
3	Tue.	90%(NWS)	.35	.32					24hrs.
4	Wed.	50%(NWS)	.13	.12					24hrs.
5	Thur.	80%(NWS)	0	0					
6	Fri.	0%(NWS)	0	0					
7	Sat.	0%(NWS)	0	0					
8	Sun.	0%(NWS)	0	0					
9	Mon.	0%(NWS)	0	0					
10	Tues.	70%(NWS)	.04	.04					24hrs.
11	Wed.	60%(NWS)	.03	.04					24hrs.
12	Thur.	90%(NWS)	.58	1.12*					24hrs.
13	Fri.	0%(NWS)	0	0					
14	Sat.	0%(NWS)	0	0					
15	Sun.	0%(NWS)	0	0					
16	Mon.	60%(NWS)	0	0					
17	Tues.	60%(NWS)	.28	.27					24hrs.
18	Wed.	30%(NWS)	.035	.042					24hrs.
19	Thur.	50%(NWS)	0	0					
20	Fri.	100%(NWS)	.61	.49					24hrs.
21	Sat.	100%(NWS)	0	0					
22	Sun.	0%(NWS)	0	0					
23	Mon.	0%(NWS)	.77	.75					72hrs.
24	Tue.	0%(NWS)	0	0					
25	Wed.	10%(NWS)	0	0					
26	Thur.	50%(NWS)	.10	.12					24hrs.
27	Fri.	50%(NWS)	0	0					
28	Sat.	20%(NWS)	0	0					
29	Sun.	0%(NWS)	0	0					
30	Mon.	0%(NWS)	0	0					
31	Tues.	0%(NWS)	0	0					

[1] Day of Week= Su,M,Tu,W,Th,F,Sa
[2] Predicted Precipitation Source:
[3] Reference site source:
R = Gauge Removed

* believe gauge tampered with. (no sign of ¾" more rain).

8 DAYS ≥ 0.10"

July 1, 2016

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

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

Please accept this letter and the related documentation as Jones Bros Contractors formal claim for additional contract days due to adverse weather conditions incurred on the Project from the start of the Project through June 30, 2016.

Month	Baseline Weather Days	Actual Weather Days	Days in Excess (Additional Time)	Additional Dry-out Days	Total Days Requested
2015, 09 - September (Pro-Rata)	1	2	1	1	2
2015, 10 - October	5	8	3	3	6
2015, 11 - November	6	7	1	1	2
2015, 12 - December	11	7	0	0	0
2016, 1 - January	12	12*	0	0	0
2016, 2 - February	11	9	0	0	0
2016, 3-March	8	8	0	0	0
2016, 4-April	7	7	0	0	0
2016, 5-May	7	8	1	1	2
2016, 6-June	6	8	2	2	4
TOTAL TO DATE:					**16**
*January includes 5 rain days and 7 for snow covered days.					

Please let me know if you need any further information.

Sincerely,
JONES BROS CONTRACTORS, LLC

Josh Randall
Project Manager

Attachments: 2-Pages, June Weather Data*
*Previous months submitted previously/separately

Select Other Date

Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

WFO Monthly/Daily Climate Data

8 DAYS RAIN ≥ 0.10" IN JUNE
- 6 DAYS BASELINE
= 2 DAYS IN EXCESS
+ 2 DAY-OUT DAYS
= 4 DAYS WEATHER DELAY

```
210
CXUS55 KOHX 011010
CF6BNA
PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

                              STATION:   NASHVILLE
                              MONTH:     JUNE
                              YEAR:      2016
                              LATITUDE:   36  7 N
                              LONGITUDE:  86 41 W
```

	TEMPERATURE IN F:							:PCPN:		SNOW:	WIND			:SUNSHINE:		SKY		:PK WND	
1	2	3	4	5	6A	6B	7	8	9	10	11	12.	13	14	15	16	17	18	
										12Z	AVG	MX	2MIN						
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX		SPD	DR
1	92	67	80	8	0	15	0.27	0.0	0	4.7	20	130	M	M	6	13		25	120
2	88	68	78	6	0	13	0.02	0.0	0	3.4	15	160	M	M	8	1		22	290
3	89	67	78	6	0	13	0.85	0.0	0	3.5	24	60	M	M	8	138		33	60
4	85	68	77	4	0	12	0.26	0.0	0	4.2	14	320	M	M	8	13		20	320
5	86	68	77	4	0	12	0.11	0.0	0	4.6	16	280	M	M	7	1		21	280
6	88	62	75	2	0	10	0.00	0.0	0	3.2	10	300	M	M	3	1		21	290
7	84	63	74	0	0	9	0.00	0.0	0	7.7	21	340	M	M	1			26	320
8	84	56	70	-4	0	5	0.00	0.0	0	4.4	16	20	M	M	1			23	330
9	85	56	71	-3	0	6	0.00	0.0	0	2.8	12	60	M	M	4			16	40
10	92	60	76	2	0	11	0.00	0.0	0	2.9	10	100	M	M	1			14	100
11	95	65	80	5	0	15	0.00	0.0	0	3.9	12	320	M	M	1			17	220
12	95	70	83	8	0	18	0.00	0.0	0	5.1	14	350	M	M	3			23	320
13	97	74	86	11	0	21	0.04	0.0	0	3.0	22	360	M	M	4	138		26	360
14	91	72	82	6	0	17	0.11	0.0	0	4.3	20	170	M	M	3	138		24	180
15	92	69	81	5	0	16	0.24	0.0	0	4.6	37	330	M	M	7	13		53	320
16	98	67	83	7	0	18	0.00	0.0	0	5.4	15	300	M	M	5			23	300
17	87	73	80	4	0	15	0.00	0.0	0	9.2	20	50	M	M	4			28	30
18	90	70	80	4	0	15	T	0.0	0	5.1	15	140	M	M	6			18	130
19	90	71	81	4	0	16	0.00	0.0	0	5.3	16	190	M	M	6			21	170
20	91	71	81	4	0	16	0.00	0.0	0	3.3	10	260	M	M	5			13	250
21	93	73	83	6	0	18	0.00	0.0	0	5.2	15	270	M	M	7	1		22	270
22	97	76	87	10	0	22	0.00	0.0	0	6.3	14	210	M	M	5			20	250
23	97	71	84	6	0	19	0.01	0.0	0	9.2	32	320	M	M	4	38		48	300
24	93	69	81	3	0	16	1.99	0.0	0	8.0	18	320	M	M	7	13		26	290
25	94	73	84	6	0	19	0.00	0.0	0	2.6	22	200	M	M	6	138		26	200
26	95	73	84	6	0	19	0.01	0.0	0	2.9	17	130	0	0	6	3		24	130
27	90	73	82	4	0	17	0.07	0.0	0	2.9	23	10	M	M	8	138		30	20
28	94	69	82	4	0	17	0.47	0.0	0	3.6	36	350	M	M	7	1238		51	350
29	85	63	74	-4	0	9	0.00	0.0	0	7.5	14	30	M	M	3			22	350
30	88	59	74	-5	0	9	0.00	0.0	0	3.4	12	340	M	M	2			20	300
SM	2725	2036			0	438	4.45	0.0	142.2				0		146				

AV 90.8 67.9

4.7 FASTST 0 0 5 MAX(MPH)

MISC ----> # 37 330 # 53 320

==========

NOTES:
LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: NASHVILLE
MONTH: JUNE
YEAR: 2016
LATITUDE: 36 7 N
LONGITUDE: 86 41 W

[TEMPERATURE DATA]

AVERAGE MONTHLY: 79.4
DPTR FM NORMAL: 3.7
HIGHEST: 98 ON 16
LOWEST: 56 ON 9, 8

[PRECIPITATION DATA]

TOTAL FOR MONTH: 4.45
DPTR FM NORMAL: 0.31
GRTST 24HR 2.00 ON 23-24

SNOW, ICE PELLETS, HAIL
TOTAL MONTH: 0.0 INCH
GRTST 24HR 0.0
GRTST DEPTH: 0

SYMBOLS USED IN COLUMN 16

1 = FOG OR MIST
2 = FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
3 = THUNDER
4 = ICE PELLETS
5 = HAIL
6 = FREEZING RAIN OR DRIZZLE
7 = DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
8 = SMOKE OR HAZE
9 = BLOWING SNOW
X = TORNADO

[NO. OF DAYS WITH]

MAX 32 OR BELOW: 0
MAX 90 OR ABOVE: 19
MIN 32 OR BELOW: 0
MIN 0 OR BELOW: 0

[WEATHER - DAYS WITH]

0.01 INCH OR MORE: 13
0.10 INCH OR MORE: 8
0.50 INCH OR MORE: 2
1.00 INCH OR MORE: 1

[HDD (BASE 65)]

TOTAL THIS MO. 0
DPTR FM NORMAL -3
TOTAL FM JUL 1 2736
DPTR FM NORMAL -952

CLEAR (SCALE 0-3) 8
PTCLDY (SCALE 4-7) 21
CLOUDY (SCALE 8-10) 1

[CDD (BASE 65)]

TOTAL THIS MO. 438
DPTR FM NORMAL 114
TOTAL FM JAN 1 675
DPTR FM NORMAL 172

[PRESSURE DATA]

HIGHEST SLP 30.31 ON 20
LOWEST SLP 29.75 ON 6

[REMARKS]
#FINAL-06-16#

Jones Bros. Contractors, LLC

August 1, 2016

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

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

Please accept this letter and the related documentation as Jones Bros Contractors formal claim for additional contract days due to adverse weather conditions incurred on the Project from the start of the Project through July 31, 2016.

Month	Baseline Weather Days	Actual Weather Days	Days in Excess (Additional Time)	Additional Dry-out Days	Total Days Requested
2015, 09 - September (Pro-Rata)	1	2	1	1	2
2015, 10 - October	5	8	3	3	6
2015, 11 - November	6	7	1	1	2
2015, 12 - December	11	7	0	0	0
2016, 1 - January	12	12*	0	0	0
2016, 2 - February	11	9	0	0	0
2016, 3-March	8	8	0	0	0
2016, 4-April	7	7	0	0	0
2016, 5-May	7	8	1	1	2
2016, 6-June	6	8	2	2	4
2016, 7-July	7	9	2	2	4
TOTAL TO DATE:					**20**
*January includes 5 rain days and 7 for snow covered days.					

Please let me know if you need any further information.

Sincerely,
JONES BROS CONTRACTORS, LLC

Josh Randall
Project Manager

Attachments: 3-Pages, July Weather Data*
*Previous months submitted previously/separately

Select Other Date

Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

WFO Monthly/Daily Climate Data

9 DAYS RAIN ≥ 0.10" IN JULY

DAYS BASELINE

000
CXUS55 KOHX 011010
CF6BNA
PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: NASHVILLE
MONTH: JULY
YEAR: 2016
LATITUDE: 36 7 N
LONGITUDE: 86 41 W

TEMPERATURE IN F:							:PCPN:	SNOW:	WIND				:SUNSHINE:		SKY		:PK WND	
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	12Z DPTH	AVG SPD	MX SPD	2MIN DIR	MIN	PSBL	S-S	WX	SPD	DR
1	91	65	78	-1	0	13	0.01	0.0	0	5.4	14	320	M	M	4		22	320
2	89	69	79	0	0	14	0.00	0.0	0	5.1	15	10	M	M	6		23	10
3	95	71	83	4	0	18	0.00	0.0	0	4.7	13	160	M	M	8		15	180
4	93	75	84	5	0	19	1.52	0.0	0	6.9	24	270	M	M	8	138	36	200
5	88	74	81	2	0	16	0.84	0.0	0	4.2	13	210	M	M	8	138	16	210
6	93	71	82	3	0	17	0.42	0.0	0	6.9	30	330	M	M	6	138	39	340
7	93	70	82	3	0	17	1.68	0.0	0	7.2	24	340	M	M	7	138	37	330
8	95	70	83	4	0	18	0.24	0.0	0	8.0	39	320	M	M	7	38	60	320
9	91	70	81	2	0	16	0.00	0.0	0	3.8	12	20	M	M	8		21	310
10	89	72	81	2	0	16	0.00	0.0	0	2.9	10	110	M	M	8		15	40
11	88	73	81	2	0	16	0.07	0.0	0	3.1	14	190	M	M	9		17	200
12	93	71	82	2	0	17	0.00	0.0	0	7.3	15	190	M	M	4		22	220
13	95	72	84	4	0	19	0.00	0.0	0	6.7	16	180	M	M	2		20	270
14	91	72	82	2	0	17	0.19	0.0	0	7.1	20	250	M	M	6	138	25	250
15	90	70	80	0	0	15	0.00	0.0	0	2.5	9	100	M	M	6	12	18	280
16	90	74	82	2	0	17	T	0.0	0	4.1	13	140	M	M	6		17	10
17	94	70	82	2	0	17	0.00	0.0	0	2.9	9	130	M	M	4		M	M
18	97	73	85	5	0	20	0.00	0.0	0	3.3	12	10	M	M	4	1	15	60
19	95	76	86	6	0	21	T	0.0	0	2.6	17	60	M	M	4	38	24	290
20	95	73	84	4	0	19	0.00	0.0	0	3.3	13	360	M	M	6	3	22	310
21	97	73	85	5	0	20	0.00	0.0	0	3.4	12	10	M	M	3	1	16	360
22	94	75	85	5	0	20	0.00	0.0	0	2.7	10	260	M	M	7	138	16	10
23	94	75	85	5	0	20	0.00	0.0	0	4.1	15	180	M	M	8	3	20	190
24	96	73	85	5	0	20	0.00	0.0	0	3.8	10	70	M	M	7		14	210
25	95	76	86	6	0	21	T	0.0	0	3.6	16	300	M	M	7		23	290
26	97	74	86	6	0	21	0.18	0.0	0	3.2	18	360	M	M	5	3	25	230
27	93	73	83	3	0	18	0.00	0.0	0	4.9	15	200	M	M	7	3	18	200
28	87	75	81	1	0	16	0.76	0.0	0	4.7	13	200	M	M	9	1	17	300
29	89	74	82	2	0	17	T	0.0	0	6.2	16	210	M	M	8	13	22	210
30	89	73	81	1	0	16	0.00	0.0	0	3.2	10	280	M	M	7	1	15	300
31	93	73	83	3	0	18	0.37	0.0	0	2.4	17	340	0	0	7	8	22	340
SM	2869	2245			0	549	6.28		0.0	140.2			0		196			

```
==========================================================================
AV 92.5 72.4                          4.5 FASTST    0   0   6    MAX(MPH)
                                MISC ----> # 39 320              # 60  320
==========================================================================
NOTES:
# LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

                                        STATION:  NASHVILLE
                                        MONTH:    JULY
                                        YEAR:     2016
                                        LATITUDE:   36  7 N
                                        LONGITUDE:  86 41 W

[TEMPERATURE DATA]      [PRECIPITATION DATA]       SYMBOLS USED IN COLUMN 16

AVERAGE MONTHLY: 82.5   TOTAL FOR MONTH:   6.28    1 = FOG OR MIST
DPTR FM NORMAL:   3.1   DPTR FM NORMAL:    2.64    2 = FOG REDUCING VISIBILITY
HIGHEST:    97 ON 26,21 GRTST 24HR  2.10 ON  6- 7     TO 1/4 MILE OR LESS
LOWEST:     65 ON  1                               3 = THUNDER
                        SNOW, ICE PELLETS, HAIL    4 = ICE PELLETS
                        TOTAL MONTH:   0.0 INCH    5 = HAIL
                        GRTST 24HR     0.0         6 = FREEZING RAIN OR DRIZZLE
                        GRTST DEPTH:   0           7 = DUSTSTORM OR SANDSTORM:
                                                       VSBY 1/2 MILE OR LESS
                                                   8 = SMOKE OR HAZE
[NO. OF DAYS WITH]      [WEATHER - DAYS WITH]      9 = BLOWING SNOW
                                                   X = TORNADO
MAX 32 OR BELOW:   0    0.01 INCH OR MORE:  11
MAX 90 OR ABOVE:  24    0.10 INCH OR MORE:   9
MIN 32 OR BELOW:   0    0.50 INCH OR MORE:   4
MIN  0 OR BELOW:   0    1.00 INCH OR MORE:   2

[HDD (BASE 65) ]
TOTAL THIS MO.     0    CLEAR  (SCALE 0-3)   2
DPTR FM NORMAL     0    PTCLDY (SCALE 4-7)  27
TOTAL FM JUL 1     0    CLOUDY (SCALE 8-10)  2
DPTR FM NORMAL     0

[CDD (BASE 65) ]
TOTAL THIS MO.   549
DPTR FM NORMAL   103    [PRESSURE DATA]
TOTAL FM JAN 1  1224    HIGHEST SLP 30.23 ON 19
DPTR FM NORMAL   275    LOWEST  SLP 29.86 ON 27

[REMARKS]
#FINAL-07-16#
```

TN TDOT Department of Transportation

Monthly Rainfall Log July 2016

State/US Route or Road Name: **3rd.Avenue Greenway/Trail-Bicentennial Park**

Construction #: **94LPLM-F3-018** Contract #: **2014-0037/TDOT PIN 109424.00**

Date	Day of Week[1]	Predicted Precipitation (%)[2]	Rainfall Gauge 1 (in)	Rainfall Gauge 2 (in)	Rainfall Gauge 3 (in)	Rainfall Gauge 4 (in)			Duration (hr)
1	Fri.	10%(NWS)	trace	trace					24hrs.
2	Sat.	0%(NWS)	0	0					
3	Sun.	40%(NWS)	0	0					
4	Mon.	70%(NWS)	0	0					
5	Tue.	70%(NWS)	.20	.22					24hrs.
6	Wed.	70%(NWS)	.21	.25					24hrs.
7	Thur.	30%(NWS)	2.24	2.35					24hrs.
8	Fri.	50%(NWS)	.03	.05					24hrs.
9	Sat.	50%(NWS)	0	0					
10	Sun.	40%(NWS)	0	0					
11	Mon.	70%(NWS)	.51	.54					48hrs.
12	Tue.	30%(NWS)	0	0					
13	Wed.	20%(NWS)	0	0					
14	Thur.	50%(NWS)	.93	.98					24hrs.
15	Fri.	60%(NWS)	.15	.10					24hrs.
16	Sat.	60%(NWS)	0	0					
17	Sun.	30%(NWS)	0	0					
18	Mon.	10%(NWS)	0	0					
19	Tue.	20%(NWS)	.41	.39					24hrs.
20	Wed.	0%(NWS)	0	0					
21	Thur.	80%(NWS)	.05	.07					24hrs.
22	Fri.	10%(NWS)	0	0					
23	Sat.	40%(NWS)	0	0					
24	Sun.	60%(NWS)	0	0					
25	Mon.	20%(NWS)	1.40	1.35					72hrs.
26	Tue.	40%(NWS)	0	0					
27	Wed.	70%(NWS)	.10	.09					24hrs.
28	Thur.	100%(NWS)	trace	trace					24hrs.
29	Fri.	90%(NWS)	0	0					
30	Sat.	80%(NWS)	.18	.20					24hrs.
31	Sun.	80%(NWS)	0	0					

[1] Day of Week= Su,M,Tu,W,Th,F,Sa
[2] Predicted Precipitation Source:
[3] Reference site source:
R = Gauge Removed

Request for Construction Change
Change Order No. 1

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

Contract No. 2015-0042
Project Century Beasley Connector

Whereas, we JENCO Construction entered into an contract with the CITY OF FRANKLIN, on August 2, 2016, 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 Closeout of Project

Attachments (List documents supporting change):

Pay app number 5

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
TOTAL					

CHANGE IN CONTRACT PRICE:
Original Contract Price $399,250.97
Net Increase (Decrease) from previous Change Orders No. 0 to ___: $0.00
Contract Price prior to this Change Order: $399,250.97
Net decrease of this Change Order: $91,155.88
Contract Price with all approved Change Orders: $308,095.09

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Net change from previous Change Orders No. 0 to ___ to: Substantial Completion: _____ Ready for final payment: _____
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

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

RECOMMENDED FOR APPROVAL BY:

By: _____ ENGINEER

Date: _____

By: Ben Waley CITY PROJECT MANAGER

Date: 8-4-16

By: [signature] CITY ENGINEER OR DESIGNEE

Date: 08/04/2016

ACCEPTED:

By: [signature]
CONTRACTOR (Authorized Signature)

Date: 8/4/16

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

OWNER:CITY OF FRANKLIN
JOB NAME: CENTURY BEASLEY CONNECTOR PROJECT
JOB#: COF 2015-0042

REQUEST FOR PAYMENT DETAIL

APPLICATION NO: 5
PERIOD TO: 5/15

CONTRACTED						CURRENT		TOTAL TO DATE		
ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	RETAINAGE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$7,500.00	$7,500.00			1	7500	
201-01	CLEARING AND GRUBBING	LS	1	$2,500.00	$2,500.00			1	2500	
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$5,800.00	$5,800.00			1	5800	
202-03.03	REMOVAL OF ASPHALT PAVEMENT	SY	2220	$1.75	$3,885.00			1	3885	
203-05	UNDERCUTTING (AS DIRECTED BY THE ENGINEER)(UNIT PRICE BIDS IN	C.Y.	500	$21.00	$10,500.00	240	5040	610	12810	
202-08.10	REMOVAL OF CURB (EXTRUDED)	LF	94	$2.00	$188.00			94	188	
207-99.91	EARTHWORK	LS	1	$34,800.00	$34,800.00			1	34800	
209-03.20	FILTER SOCK	LF	320	$2.75	$880.00			505	1388.75	
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	LF	200	$1.31	$262.00					
209-08.07	ROCK CHECK DAMS	EACH	1	$210.00	$210.00			2	420	
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	1	$157.50	$157.50			1	157.5	
209-40.41	CATCH BASIN FILTER ASSEMBLY (TYPE 1)	EACH	6	$420.00	$2,520.00			6	2520	
209-40.42	CATCH BASIN FILTER ASSEMBLY (TYPE 2)	EACH	3	$420.00	$1,260.00			3	1260	
209-40.46	CATCH BASIN FILTER ASSEMBLY (TYPE 6)	EACH	3	$420.00	$1,260.00			3	1260	
303-01	MINERAL AGGREGATE, TYPE "A" BASE, GRADING "D"	TON	864	$18.29	$15,802.56	214	3914.06	1135.81	20,773.96	
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	660	$85.89	$56,687.40	95.35	8189.61	341	29288.49	
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	862	$88.20	$76,028.40	102.92	9077.54	318.83	28120.81	
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	3	$1,050.00	$3,150.00			3	3150	
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	10	$84.00	$840.00			10	840	
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	$1,050.00	$1,050.00	1	1050	1	1050	
407-20.05	SAW CUTTING	L.F.	500	$3.00	$1,500.00			500	1500	
411-02.10	ASPHALT CEMENT MIX (PG70-22) (ACS) GRADING "D"	TON	303	$114.77	$34,775.31	160.06	18370.09	160.06	18370.09	
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	SY	2287	$4.00	$9,148.00	1293	5172	1293	5172	
607-02.01	15" CONCRETE PIPE CULVERT (CLASS III)	LF	77	$49.87	$3,839.99			96	5984.4	
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	LF	104	$48.50	$5,044.00			72	3492	
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	LF	46	$70.00	$3,220.00			48	3360	
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	LF	15	$85.00	$1,275.00			16	1360	
607-57.03	(36" X 23") REINFORCED CONCRETE HORIZONTAL OVAL PIPE	LF	210	$90.00	$18,900.00	90	8100	210	18900	
611-02.11	JUNCTION BOX, TYPE 2	EACH	3	$2,850.00	$8,550.00			3	8550	
611-07.01	CLASS"A" CONCRETE (PIPE ENDWALLS)	C.Y.	7	$450.00	$3,150.00			7	3150	
611-07.03	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB	197	$3.60	$709.20			197	709.2	
611-10.01	CATCH BASINS, TYPE 10, > 0' – 4' DEPTH	EACH	1	$3,026.50	$3,026.50			1	3026.5	
611-12.01	CATCH BASINS, TYPE 12, > 0' – 4' DEPTH	EACH	4	$3,450.00	$13,800.00			4	13800	
611-12.02	CATCH BASINS, TYPE 12, > 4' – 8' DEPTH	EACH	2	$3,450.00	$6,900.00			2	6900	
701-02	CONCRETE DRIVEWAYS	SF	500	$6.60	$3,300.00	1334	8804.4	1334	8804.4	
702-01.01	EXTRUDED CONCRETE MOUNTABLE CURB	CY	30	$16.92	$507.60	64	1082.88	64	1082.88	
712-01	TRAFFIC CONTROL	LS	1	$4,000.00	$4,000.00			1	4000	
712-06	SIGNS (CONSTRUCTION)	SF	63	$8.93	$562.59			63	562.59	
712-07.03	TEMPORARY BARRICADES (TYPE III)	LF	24	$34.13	$819.12			24	819.12	
713-16.35	SIGNS STOP	EACH	2	$262.50	$525.00	2	525	2	525	
716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	L.F.	995	$1.10	$1,094.50	1109	1219.9	1109	1219.9	
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	70	$31.50	$2,205.00					
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	40	$21.00	$840.00	36	756	36	756	
717-01	MOBILIZATION	LS	1	$15,000.00	$15,000.00			1	15000	
771-30.30	CONCRETE CURB AND GUTTER (24" WIDE)	LF	520	$22.47	$11,684.40	147	3303.09	472	10605.84	
771-30.31	CONCRETE CURB AND GUTTER (18" WIDE)	LF	230	$20.29	$4,666.70	193	3915.97	223	4524.67	
771-30.32	CONCRETE CURB AND GUTTER (TDOT 6-30)	LF	270	$25.36	$6,847.20	9	228.24	300	7608	
801-01	SEEDING (WITH MULCH)	UNIT	5	$40.00	$200.00			5	200	
801-01.07	TEMPORARY SEEDING WITH MULCH	UNIT	5	$30.00	$150.00			5	150	
801-03	WATER (SEEDING AND SODDING)	MG	5	$50.00	$250.00			5	250	
W1	REPLACE EXISTING 8" WATER LINE	LF	110	$68.00	$7,480.00					
	TOTAL				$399,250.97		78,748.78		308,095.09	

OWNER:CITY OF FRANKLIN
JOB NAME: CENTURY BEASLEY CONNECTOR PROJECT
JOB#: COF 2015-0042

REQUEST FOR PAYMENT DETAIL

APPLICATION NO: 5
PERIOD TO: 5/15

CONTRACTED						CURRENT		TOTAL TO DATE		
ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	RETAINAGE

QUANTITIES REVIEWED AND APPROVED BY: _____ _____
(CITY OF FRANKLIN INSPECTOR) (DATE)

ORIGINAL CONTRACT AMOUNT	$399,250.97
NET CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$399,250.97
TOTAL COMPLETED & STORED TO DATE	$308,095.09
5% RETAINAGE	$0.00
TOTAL EARNED LESS RETAINAGE	$308,095.09
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$229,346.31
CURRENT PAYMENT DUE	$78,748.78
BALANCE TO FINISH INCLUDING RETAINAGE	$91,155.88

RESOLUTION 2016-51

A RESOLUTION AUTHORIZING RIGHT-OF-WAY AND EASEMENT ACQUSITION FOR THE FRANKLIN ROAD PROJECT, FROM 1,700 FEET SOUTH OF MOORES LANE TO CONCORD ROAD

WHEREAS, the Tennessee Department of Transportation (TDOT) has a proposed roadway project on Franklin Road (US-31/SR-6) from 1,700 feet south of Moores Lane (SR-441) to Concord Road (SR-253) (Project); and

WHEREAS, on March 24, 2008, the City of Franklin (City) Board of Mayor and Aldermen approved Resolution 2008-09, committing the City of Franklin to participate in the Franklin Road Improvements Project (TDOT P.E. No. 94004-127-04) by providing the rights-of-way and easements within Franklin's City Limits that are necessary for the project.

WHEREAS, on August 14, 2012, the Board of Mayor and Aldermen approved Amendment No. 3 to TDOT Agreement No. 050013 (COF Contract No. 2011-0190), which obligated the City to fund and acquire all rights-of-way and/or easements located in the City Limits that are necessary for the Project; and

WHEREAS, on April 9, 2014, the Cities of Brentwood and Franklin, along with TDOT, hosted a meeting to discuss Project impacts with property owners; and

WHEREAS, appraisals of the required properties have been completed, and the City has made offers to property owners based on the completed appraisals; and

WHEREAS, the properties and their corresponding right-of-way and easement costs are listed below:

Tract	***Property Owner***	***Appraised Value***
2	Gateway Village Residential, LLC	$2,400.00
2B	Camden Commons I, LLC	$110,500.00
2C	CVHC9, LLC	$75,200.00
2D	FOR 6, LLC	$13,150.00
4A	Gateway Community Church	$82,300.00

WHEREAS, the State of Tennessee will be responsible for any condemnation of properties that cannot be settled; and

WHEREAS, the City will be responsible for paying for all costs, including any additional fees related to condemnation proceedings, associated with the acquisition of these properties.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Administrator has the authority to approve the acquisition, including any additional settlements made by TDOT through the condemnation process and the costs associated with eminent domain proceedings, of the rights-of-way

and easements necessary for the completion of the Project.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2016.

ATTEST:

By:_____
ERIC S. STUCKEY
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

_____
Shauna R. Billingsley
City Attorney

RESOLUTION 2016-54
EXHIBIT A

Tract	Address	Map	Group	Parcel
4	419 Murfreesboro Road	78E	A	5
5	421 Murfreesboro Road	78E	A	4
6	423 Murfreesboro Road	78E	A	3
7	425 Murfreesboro Road	78E	A	2
8	427 Murfreesboro Road	78E	A	1
9	501 Murfreesboro Road	78		58
10	503 Murfreesboro Road	78		62
11	609 Murfreesboro Road	78		63.01
12	701 Murfreesboro Road	78		64
13	703 Murfreesboro Road	78		64.01
14	705 Murfreesboro Road	78		86
15	707 Murfreesboro Road	78		85
16	711 Murfreesboro Road	78		84
17	713 Murfreesboro Road	78		83
18	715 Murfreesboro Road	78E	G	3
19	717 Murfreesboro Road	78E	G	2
20	717 A-B Murfreesboro Road	78E	G	1
21	719 Murfreesboro Road	78		81.01
22	719 Murfreesboro Road	78		81
23	106 Pebble View Drive	78E	F	31

RESOLUTION 2016-54

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF RIGHT-OF-WAY AND/OR EASEMENTS FOR THE SR-96 EAST SIDEWALK PROJECT

WHEREAS, the City of Franklin (City) has determined that certain sidewalk improvements are necessary for SR-96 East; and

WHEREAS, these improvements (Project) are generally described as the construction of a five (5) foot sidewalk, stormwater drainage infrastructure and water & sanitary sewer relocations; and

WHEREAS, it will be necessary for the City to obtain right-of-way and/or easements from landowners for the construction of the Project; and

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Administrator, City Engineer and /or City Attorney, are authorized to obtain the necessary rights-of-way, permanent easements and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

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

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2016.

ATTEST:

By:_____
ERIC S. STUCKEY
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

_____
Shauna R. Billingsley
City Attorney

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0152

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

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

SANITARY SEWER SYSTEM MODEL ASSISTANCE - PHASE 2

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.

2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.

3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to-Exceed Amount of ONE HUNDRED FORTY FIVE THOUSAND NO/100 DOLLARS ($145,000.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:

1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.

1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.

1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.

1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.

1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.

2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.

2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.

2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

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

3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.

3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

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

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

(1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.

(2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

(a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.

7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

a) General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.

b) Automobile Liability Insurance with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

d) Professional Liability Insurance with a limit of $1,000,000 annual aggregate.

8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.

8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

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

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

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

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

_____
Shauna R. Billingsley, City Attorney

CDM Smith
210 25th Avenue North
Suite 1102
Nashville, Tennessee 37203
tel: 615-320-3161
fax: 615-320-6560

January 8, 2016

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

Subject: Sanitary Sewer System Model Assistance, Phase 2

Paul:

CDM Smith is pleased to present this proposal to continue our support of the collection system model for the City of Franklin. This second phase will build on the previous work analyzing the collected flow monitor data and utilizing it to recalibrate the expanded hydraulic model.

Background
As part of work performed previously by CDM Smith, a hydraulic model was developed to represent the City's sewer collection system. The original model included all gravity pipe 12-inches in diameter and larger and was calibrated to monitored flow data collected in 2011 during the Integrated Water Resources Plan (IWRP) project.

As part of Phase 1 of this project, CDM Smith used as-built drawings and surveyed manhole data to confirm the infrastructure represented in the hydraulic model and to expand it to include all gravity pipe greater than 8-inches in diameter. The City of Franklin has implemented a flow monitoring program consisting of 20 permanent flow monitors. At the time of this writing, an additional 17 temporary flow monitors have been installed as well. CDM Smith will use this flow monitoring data to recalibrate the expanded hydraulic model.

Phase 1 also included the development of a Capacity Analysis Tool to aid the use of the hydraulic model to address development requests. This tool will continue to be supported by CDM Smith to aid City staff.

Scope of Work

The following Tasks 1 through 4 describe the scope of work for Phase 2.

Task 1 – Flow Monitoring Data Collection and Analysis

In addition to the existing permanent and temporary flow monitoring, radar rainfall data will also be collected for the period of temporary flow monitoring to assist with the calibration. A company (subcontractor) providing radar rainfall data will be selected and contracted directly by CDM Smith. An allowance of $15,000 has been included in the budget for this service. The

actual amount invoiced for the data will be a direct pass through based on the actual cost from our subcontractor plus a 5% markup for administration of the work and contract.

Following the temporary flow monitoring period of 60 to 90 days (depending on suitable rain events as determined by CDM Smith for proper calibration data), the collected data from both the temporary and permanent flow monitors will be analyzed in order to load into the hydraulic model for calibration. This process involves performing a quality check on all the data collected and then breaking the flow data down into dry-weather flow and wet-weather flow components for up to three appropriate storm events. The rainfall data will also be compiled and analyzed and CDM Smith will utilize it as part of the flow monitoring analysis and model recalibration process. Documentation and records of the data analysis will be included in the final deliverable to the City which will be summarized in a technical memorandum on the data analysis.

Task 2 – Model Recalibration

CDM Smith will recalibrate the model to reflect the model expansion and updates in accordance with industry standards and best management practices. Sewer flow rates, depths, and rain data will be the principal sources of data for recalibrating the model and will be supplemented with any field observations provided by the City, as appropriate. The model will be recalibrated to selected dry-weather days and to a wet-weather event close in volume to the 2-year design storm, if available from the dataset. A second wet-weather event will be used for verification if available from the dataset. The updated recalibrated model will be delivered back to the City at the conclusion of the recalibration for continued use and will be linked as the updated reference file to the capacity assurance tool. The models delivered will include results for the existing system under dry weather flow conditions, the 2-year design storm, and the 5-year design storm. Additional storms may be added as requested for additional scope and fee, but we feel these are the most appropriate to the needs of the City of Franklin.

The model is currently in SWMM version 5.0.022. If feasible and compatible with the Capacity Analysis Tool, CDM Smith and the City may explore updating the model to a newer version of SWMM as part of the final model recalibration.

Task 3 – Project Meetings

CDM Smith will meet with the City project team at key points throughout the project. For the purpose of scope and budgeting, the project shall consist of up to five (5) review and update meetings on the flow monitoring data and model calibration updates.

Task 4 – Continued Capacity Tool Support

In addition to the flow monitoring analysis and model recalibration, CDM Smith will continue to aid City staff and address questions and requested modifications to the Capacity Analysis Tool as needed. Although the exact needs are unknown, an estimated 8 hours per month are

budgeted for anticipated support for the next year for a total of 96 hours of support over the 12 months following approval of this scope of work.

Budget
CDM Smith proposes to complete the work under Tasks 1 through 4 above for a not-to-exceed budget of $145,000. The details of this cost estimate are shown on the table below and included in the task breakdown. CDM Smith will bill the project on a monthly basis based on the attached task breakdown and attached billing rate table. For each monthly invoice, CDM Smith will submit a monthly progress report and update on project status and deliverables.

CDM Smith proposes to complete the project, Tasks 1 through 4, and deliver the flow monitoring assistance, analysis and updated model based on the following budget.

City of Franklin - Sanitary Sewer System Model Assistance, Phase 2

Task	Description	Total Hours	Estimated Cost
Tasks 1 - 4			
Task 1	**Flow Monitoring Data Collection and Analysis**	**330**	**$50,000**
	Rainfall Radar Data Allowance		**$15,000**
Task 2	**Model Recalibration**	**400**	**$60,000**
Task 3	**Project Meetings (up to five)**	**24**	**$3,500**
Task 4	**Capacity Tool Support**	**96**	**$16,500**
		TOTAL	**$145,000**

CDM Smith Labor Billing Rates

Labor Category	Billing Rate ($/hour)
Senior Technical Specialist	$195
Technical Specialist	$180
Senior Engineer	$170
Engineer/Scientist	$135
Junior Engineer/Scientist	$105
Contract Administrator	$85
Clerical	$70

CDM Smith appreciates the opportunity to provide these services to the City of Franklin and continue our support of the City's collection system planning and capacity assurance programs. If you have any questions about this proposal, please do not hesitate to contact us. We are ready to initiate this work upon your notice to proceed.

Very truly yours,

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

cc: Paul Holzen – City of Franklin
Patricia McNeese – City of Franklin
Michelle Hatcher – City of Franklin
Mark Hilty – City of Franklin
Leeann Williams, P.E. – CDM Smith

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR OLD CARTER'S CREEK WATER SYSTEM
IMPROVEMENTS PROJECT
COF Contract No. 2015-0077

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2016, by and between the City of Franklin, Tennessee ("City") and GRESHAM SMITH AND PARTNERS ("Consultant").

WlTNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Old Carter's Creek Water System Improvements (COF Contract No. 2015-0077), dated the 12th day of May 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of SEVENTY NINE THOUSAND FOUR HUNDRED NINETY EIGHT AND NO/100 DOLLARS ($79,498.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to the proposed looping of the proposed water line; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated July 14, 2016, in the amount of TWENTY ONE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS ($21,780.00); 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 July 14, 2016, letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed TWENTY ONE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS ($21,780.00).

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE	GRESHAM SMITH AND PARTNERS
By:_____	By: _____
Dr. Ken Moore	Print: _____
Mayor	Title: _____
Date: _____	Date: _____

Attest:

_____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

_____
Shauna R. Billingsley, City Attorney

GRESHAM
SMITH AND
PARTNERS

July 14, 2016

Ms. Patricia McNeese, P.E.
Utilities Project Manager
City of Franklin
Engineering Department
109 Third Avenue South
Franklin, TN 37065

Subject: **Proposal for Additional Professional Services**
Water System Improvements
Old Carters Creek Pike Water Main Replacement

Dear Ms. McNeese:

As you are aware, the scope of work for the Old Carters Creek Pike Water Main Replacement project is to:

- Replace the existing 80+ year old 8-inch cast iron water main that has reached the end of its useful life.
- Provide a viable option for the City that will reduce the water age within the system
- Provide the water demand needed by the customers
- Provide an option for the in-house construction crews to construct.

Based on the direction from our June 10th review meeting with the City of Franklin (City), Gresham, Smith, and Partners (GS&P) has prepared this proposal for professional services to provide additional engineering for the Old Carters Creek Pike Water Main Replacement project.

As we discussed, the design for the project resulted in the extension of the proposed water main which required additional surveying along with design and CADD efforts. Due to limited records and information available regarding the existing 8-inch water main, GS&P respectfully requests the following additional services to complete the Old Carters Creek Pike project by amendment to the existing contract:

Additional Engineering, Design & Permitting	$13,190
Additional Permitting Fees	$ 1,750
Additional Surveying and Mapping	$ 6,840

Sincerely,

Chris Hammer, P.E.
Senior Associate

Copy: Mr. Ken Baker, P.E.
Mr. Nathan Hudgens, P.E.

Agreement Number: 160125

Project Identification Number: 123098.00

Federal Project Number: TAP-96(49)

State Project Number: 94LPLM-F3-092

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, 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:

SR-96 West Multi-Use Trail: Construction of a multi-use trail along Highway 96 West from 9th Avenue North to Vera Valley Drive. Project also includes a retaining wall, utility relocation and landscaping.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Attachment 1 attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(a) hereof. However, Notice to Proceed to Construction must be obtained as referenced in Section B.1(c). Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for non-infrastructure work versus infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by: Agency or Project
Preliminary Engineering by:	**Agency**	**Agency**
Environmental Clearance by:	**Agency**	**Agency**
Right-of-Way by:	**Agency**	**Agency**
Utility Coordination by:	**Agency**	**Agency**
Construction by:	**Agency**	**Project**

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by **July 1, 2019**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.

d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency shall complete the herein assigned phases of the Project on or before **July 1, 2021**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

    1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written

approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.

e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.

b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:

1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.

2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.

3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.

4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)

c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.

d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the

Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments

and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

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

b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

a) The Agency 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. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of it's subcontracts, the following provision:

1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made

available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

a) In the event that an Agency expends $500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller’s duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally

accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that

some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		**Open to Public and Vehicular Traffic**
$1.00 - $200,000	=	5 Years
>$200,000 - $500,000	=	10 Years
>$500,000 - $1,000,000	=	20 Years

b) Projects over $1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.

d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

D.37 Federal Funding Accountability and Transparency Act:

a) **If the Project is funded with federal funds the following shall apply:**

1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

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

By: _____ _____
Mayor **Date**
Ken Moore

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
Attorney **Date**
Shauna Billingsley

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO FORM AND LEGALITY

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

EXHIBIT "A"

CONTRACT NO.: **160125** PROJECT IDENTIFICATION NO.: **123098.00**

PROJECT DESCRIPTION: SR-96 West Multi-Use Trail: Construction of a multi-use trail along Highway 96 West from 9th Avenue North to Vera Valley Drive. Project also includes a retaining wall, utilitty relocation and landscaping. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

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

TYPE OF WORK: **Bicycle and Pedestrian Facilities**

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	**TAP M(302)**	80%	0%	20%	$ **775,000.00**
CONST- CEI	**TAP M(302)**	80%	0%	20%	$ **200,000.00**
CONST – TDOT ENGINEERING SERVICES	**TAP M(302)**	80%	0%	20%	$ **25,000.00**

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress I the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

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

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Project # ST16020

Project Name Multi-Use Trail SR-96W (Vera Valley Dr - 9th Ave)

Department Streets
Contact Engineering Director
Type New
Useful Life 20+
Category Transportation
Priority 2 Star Project
Status Pending

Total Cost $1,913,867

Description

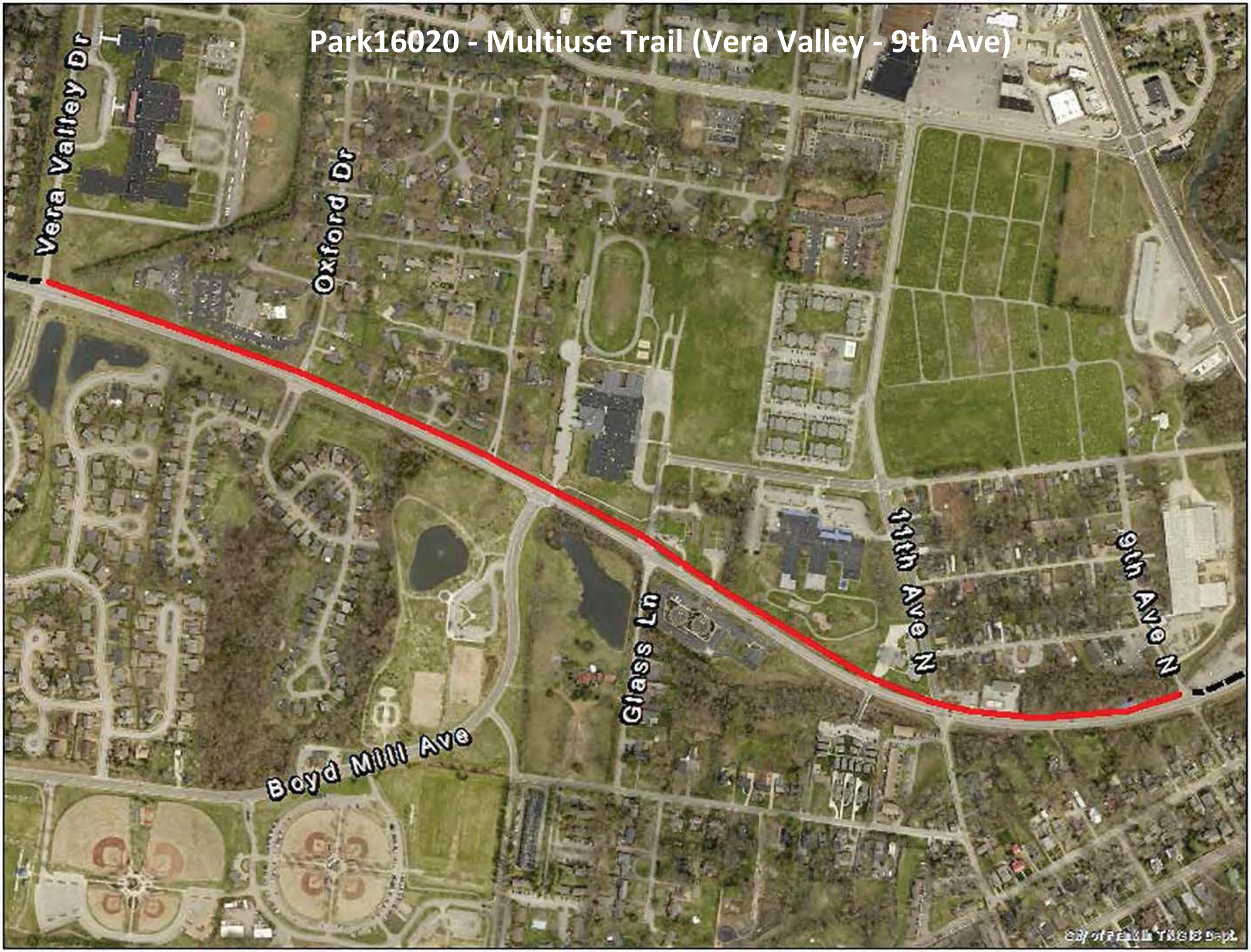
Extend ten (10) foot multi-use trail from Vera Valley Drive to 9th Avenue in Downtown Franklin. Approximate project length is 5,800 LF.

Justification

This project will provid pedestrian, bicycling access to Freedom Middle School, Freedom Intermediate School from the neighborhoods surrounding Hwy 96 West. Two other schools exist with in the vicinity of this trail – Poplar Grove School and Johnson Elementary. Students from these two schools will also benefit as they will have access to this trail (if it is constructed). Also, Jim Warren Park, three subdivisions (Clairemonte, Spencer Hall, West Field Estates) and two churches (The Church of West Franklin, The Kingdom Hall of Jehovah's Witness) and a Fire Station are located along SR 96, with in this project vicinity.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)					97,591						97,591
ROW and Easements						450,000					450,000
Construction Engineering / Inspection							146,386				146,386
Construction							1,219,890				1,219,890
Total					**97,591**	**450,000**	**1,366,276**				**1,913,867**

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General					97,591	450,000	1,305,282				1,852,873
Stormwater							60,994				60,994
Total					**97,591**	**450,000**	**1,366,276**				**1,913,867**


Park16020 - Multiuse Trail (Vera Valley - 9th Ave)
Vera Valley Dr
Oxford Dr
Glass Ln
11th Ave N
9th Ave N
Boyd Mill Ave

HISTORIC
FRANKLIN
TENNESSEE

Thompson Alley Infrastructure Upgrades
Exhibit A - Existing Water

1 inch equals 100 feet

HISTORIC FRANKLIN TENNESSEE

Thompson Alley Infrastructure Upgrades

Exhibit B - Existing Sanitary Sewer

1 inch equals 100 feet

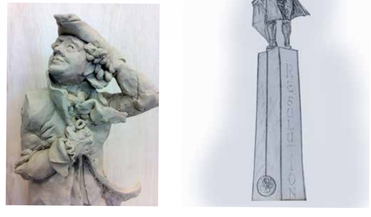
HISTORIC
FRANKLIN
TENNESSEE

Thompson Alley Infrastructure Upgrades
Exhibit C - Paving

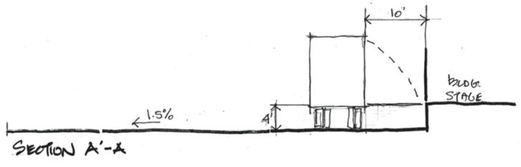
1 inch equals 100 feet

KEY

- REINFORCED TURF
- SPECIALTY PAVEMENT
- PLANTING BED
- SHADE TREE
- EXISTING STRUCTURES
- PROPOSED BUILDING
- PUBLIC ART/SCULPTURE
- CONCRETE WALK
- EXISTING TREES
- 13 VIRTUES OF BENJAMIN FRANKLIN STATUES
- SMALL FLOWERING TREE
- SITE BOUNDARY
- FLOODWAY LINE
- VEHICULAR ENTRY/ACCESS



13 VIRTUES OF BEN FRANKLIN SCULPTURES



STAGE TRUCK ACCESS SECTION

LEGEND

1. PARK ENTRY/GATEWAY
2. PARK ENTRY PLAZA
3. PARK SHELTER
4. ELEVATED RESTROOM BUILDING
5. SPECIALTY PAVEMENT REPRESENTING HISTORIC INTER-URBAN RAIL
6. VERTICAL ARCHITECTURAL ENTRY FEATURES
7. PEDESTRIAN PLAZA WITH INTERPRETIVE SIGNAGE
8. TRELLIS COVERED PLAZA, FLUSH WITH EXISTING BUILDING
9. AT GRADE ENTRY TO EXISTING PAVILION
10. RAISED PLANTERS (TYP)
11. FLEXIBLE PARKING / PLAZA AREA (+/- 56 SPACES)
12. COVERED STAGE / PLAZA
13. STADIUM SEATING
14. RADIAL ACCENT PERVIOUS PAVING
15. RAMP INTO EXISTING PAVLION
16. EXISTING DUST COLLECTOR ENTRY FEATURE
17. PEDESTRIAN BRIDGE
18. ENTRY PLAZA
19. WATER QUALITY POND / DRAINAGE SWALE
20. REINFORCED TURF PARKING (+/- 197 SPACES)
21. SPACE FOR PORTABLE TOILETS
22. STONE WALL w/ ACCENT PIERS
23. BUS PARKING (3 SPACES)
24. GREENWAY CONNECTION
25. OUTDOOR LAWN EVENT SPACE
26. ON STREET PARALLEL PARKING
27. GARBAGE RECEPTACLE
28. ENTRY/TRUCK ACCESS RAMP
29. BIKE STATION
30. ROTATING PUBLIC ART EXHIBITS

BICENTENNIAL PARK - *SCHEMATIC SITE PLAN*

CITY OF FRANKLIN, TN

AUGUST 9, 2016

NORTH

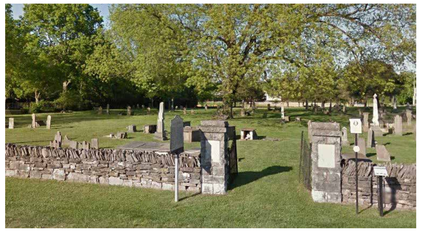
0 25' 50' 100'

SCALE 1"=50'

BWSC

FILE NO: 35\35968\3596801\04_CAD\LAND

INDUSTRIAL DUST COLLECTOR



DRY STACK STONE WALLS

EXISTING PAVILION

HISTORIC SITE ELEMENTS/ MATERIALS

ARCHITECTURAL GATEWAY FEATURE

PARK ENTRY CONCEPT

CONCRETE PAVERS

STAMPED CONCRETE

DESIGN ELEMENTS/ MATERIALS

LIGHT DUTY - GRASS PROTECTA

HEAVY DUTY - BODPAVE85

REINFORCED TURF

BANNERS / FLAGS

ARCHITECTURAL ENTRY FEATURE

VERTICAL DESIGN ELEMENTS

BICENTENNIAL PARK - *IMAGE BOARD*

CITY OF FRANKLIN, TN

AUGUST 9, 2016

BWSC

FILE NO: 35\35968\3596801\04_CAD\LAND

BWSC | BARGE WAGGONER SUMNER & CANNON, INC.®

August 10, 2016
File Number 35968-01

Ms. Lisa Clayton
City of Franklin Parks
P. O. Box 305
Franklin, Tennessee 37605

RE: Bicentennial Park Schematic Site Plan

Dear Ms. Clayton:

Attached you will find the rendered schematic site plan and an image board for Bicentennial Park for submission to the Capital Investment Committee. This correspondence provides a description of the schematic plan. The text in this letter is keyed with the numbers in parentheses corresponding to the legend on the plan.

A preliminary grading plan has been prepared and we have run pre and post development HEC-RAS flood models to determine if the improvements as proposed would have any impact on flood water elevations. The results of our analysis indicate that a "no rise" condition would exist after construction of the proposed improvements described herein and illustrated on the plan. We documented this evaluation through a letter to Jonathan Marston in the Engineering Department on August 8, 2016. Most of the park lies within the floodway (floodway line is a blue dashed line on the plan) and the flood elevation is approximately 6' above the finish floor elevation of the pavilion. Therefore, special care will have to be given to the design of all the park elements given that they will be subject to flooding.

Existing Pavilion – The existing pavilion is the centerpiece of the plan. While the specific details will be worked out later in the design process, improvements to the pavilion will include some needed structural repairs, addition of a fire suppression system, painting the structure, addition of ceiling fans, LED lighting and electrical service for vendors and performances, railings around the perimeter where needed, ADA ramps on the north end of the pavilion, re-surfacing of the concrete floor and potentially a new roof (would be bid as an alternate). A ramp (5) will be provided on the south end of the building so that service and delivery trucks can access the floor slab. A loading dock is proposed in the northwest corner of the building. The north side of the building would be accessible by tractor trailer in order to allow for access by trucks with fold down stages for musical performances. Hose bibs would be installed as a water source and for cleaning the pavilion floor.

Entry Gateway and Plaza (1, 2) – The main entry plaza will be at the intersection of 3rd Avenue and North Margin Street. A proposed entry gateway feature can be seen on the attached image board as can some potential paving material types for the plaza. A stone wall and accent piers (22) would extend from the entry along North Margin Street.

Pavilion and Restroom (3, 4) – A new small pavilion is located on the left past the gateway entrance and a new restroom is to the right. The restroom will be sized to serve normal daily park use; a concrete pad is provided (27) for portable toilets to serve large events. The restroom building finish floor will be elevated approximately 6' above existing grade to get the floor above the flood elevation. Ramps will provide accessibility to the building.

Inter-Urban Rail (5) – Specialty pavement and interpretive signage would identify the route of the Inter Urban Rail line that ran through the site.

Vertical Elements (6) – Vertical architectural elements are proposed on each side of the south end of the pavilion and a new facing, possibly with the park name, will be added to the south end of the pavilion structure.

Pedestrian Plaza (7) – A large outdoor gathering space/plaza is proposed on the southeast corner of the building. Along the outer edge of the space, sculptures are proposed that interpret the 13 virtues of Benjamin Franklin.

Trellis (8) – An overhead trellis is proposed on the east side of the pavilion; the space under the trellis would be paved and flush with the pavilion floor providing an extension of the pavilion space. This would provide a good space for tables and chairs for outdoor dining.

Planters (10) – Raised planters are introduced on the west side of the pavilion to provide for pedestrian access (9) to the pavilion.

Parking (11) – A parking lot with approximately 56 spaces is located on the west side of the pavilion. This area would be filled such that there would be at grade access to the pavilion's west side from the parking lot and a constant slope to 3rd Avenue. The paving of the lot would be done such that it would be attractive and provide plaza space for outdoor events by closing the parking lot.

Stage/Plaza (12) – The stage would be an extension of the pavilion floor and could be used for smaller outdoor performances with spectators sitting on the outdoor lawn event space (25). A series of steps down from the stage (13, Stadium Seating) would provide seating for events that would be held on the outdoor event lawn space.

Dust Collector Gateway Feature (16) – The existing dust collector structure would be repaired/refurbished and would function as an arch entry feature for those entering the park from the parking to the east (20). It would also provide a sculptural element to the users of the park and pavilion.

Bridge (17) – A pedestrian bridge would be added to provide access across the existing drainage way. The developers of Harpeth Square will be installing some water quality features along the drainage way (19). An entry plaza (18) would be added on the east side of the bridge.

Reinforced Turf Parking/Open Play Space (20) – This area of reinforced turf would provide parking for approximately 197 vehicles only during special events (could not be used for daily parking as the grass would not survive). The turf (grass) would have a reinforcing mat under the grass blades that would allow for problem free parking even in wet weather. The reinforcing mat would not be visible once the grass grows through it. The area could be used for informal play (Frisbee, kite flying, pick up soccer games, etc.) when not being used for parking. This area of the park was an old City dump site and the waste material is very close to the surface in many places. A layer of soil/waste will be removed to provide for a smooth and safe surface and topsoil imported as the root zone for the turf. The area will be irrigated (as will all landscaped or grassed areas within the park). On street parking would be added across North Margin Street in the future with the extension of 1st Avenue.

Additional reinforced turf parking for approximately 245 cars could be available if the City acquires and develops the Worley property across North Margin Street.

Bus Parking (23) – Three bus parking spaces would be provided along 3rd Avenue to accommodate tour and other buses visiting the park or the downtown area as a whole.

Greenway Connector (24) – A new multi-use path would run along North Margin Street and tie into the existing greenway along the Harpeth River.

Outdoor Lawn Event Space (25) – This open lawn area can be used for seating for performances on the Stage/Plaza (12) or the location of a tent for very large gatherings in the park. A connecting path would run north through the park also intersecting with the recently constructed section of the greenway. Space is provided along this path for rotating public art exhibits (30).

We believe that the design of the park will provide a wonderful gathering space for large events as well as passive park amenities to serve the citizens of Franklin as well as visitors. We will be in attendance at the Capital Investment Committee meeting on August 25 and be available to answer any questions the committee may have.

Sincerely,

Steven A. Fritts

Steven A. Fritts, ASLA, LEED AP BD+C
Vice President

Copy To: Paula Harris, Matt Fell