



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, August 23, 2018

4:00 PM

Board Room

Call To Order

1. [18-0858](#) Consideration of Minutes from July 26, 2018.
2. [18-0848](#) Consideration of Final Change Order to the Construction Contract (COF Contract No. 2014-0181) with Cleary Construction, Inc. for the Curd Branch and Watson Branch Interceptor Sewer Improvements Project for a Decrease in Cost of \$51,241.00 and a Time Extension thru June 14, 2018. (08/23/18 CIC 3-0)

Sponsors: Michelle Hatcher and Patricia McNeese
Attachments: [2014-0181 Final change order](#)
[Attachments to Final CO](#)
3. [18-0853](#) Consideration of Final Change Order to the Construction Contract (COF Contract No. 2015-0070) with Dynamic Construction, LLC for the Goose Creek Sanitary Sewer From West I65 to East I65 Project for an Increase in Cost of \$70,775.35 and A Time Extension thru June 14, 2018. (08/23/18 CIC 3-0)

Sponsors: Michelle Hatcher and Patricia McNeese
Attachments: [2015-0070 Final change order](#)
[Final Change Order attachments](#)
4. [18-0857](#) Consideration of Change Order No. 1 to Construction Contract (COF Contract No. 2017-0198) with Civil Constructors for a Time Extension thru June 3, 2018. (08/23/18 CIC 3-0)

Sponsors: Michelle Hatcher and Patricia McNeese
Attachments: [2017-0198 Change Order No1](#)
[CCA No2](#)
[CCA No4](#)

5. [18-0861](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2018-0185) with Hazen and Sawyer for the Spencer Creek at Franklin Road Sanitary Sewer Improvements Project in the Amount Not to Exceed \$54,175.00
- Sponsors:** Michelle Hatcher and Patricia McNeese
- Attachments:** [2018-0185 PSA Hazen and Sawyer](#)
 [Franklin Spencer Creek Sewer ltr proposal_03202018_SW_GJH_rev1-0814201](#)
6. [18-0874](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2018-0189) with Temple, Inc. for the Implementation of an Adaptive Signal Control Technology System (TDOT PIN 116144.01) in the Amount of \$435,337.00
- Sponsors:** Engineering
- Attachments:** [C2018-0189_PSA_Temple_ASCT_Implementation.docx](#)
 [C2018-0189_Scope_Temple_ASCT_Implementation.pdf](#)
 [C2018-0189_Workflow_Temple_ASCT_Implementation.pdf](#)
 [PC_SCOOT_Flyer_FINAL.pdf](#)
7. [18-0873](#) Capital Projects Status Report
- Sponsors:** Engineering
- Attachments:** [Capital Projects Status Memo.pdf](#)
8. [18-0871](#) Water and Sewer Projects Status Report
- Sponsors:** Michelle Hatcher and Patricia McNeese

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.

Request for Construction Change
Final Change Order

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

Contract No. 2014-0181
Project Curd Branch and Watson Branch Interceptor
Sewer Improvements

Whereas, we Cleary Construction, Inc. entered into a contract with the CITY OF FRANKLIN, on November 8, 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:

- Closeout for the project
- Add days to the total contract for final acceptance date

Attachments (List documents supporting change):

- Final pay request for retainage release
- Final quantities spreadsheet
- Letter from engineer dated July 16, 2018

ITEM NO.	BID QUANTITY & UNIT		DESCRIPTION OF ITEM	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITY	FINAL VALUE
1	1	LS	Mobilization (Less than 3% of Bid)	\$ 40,000.00	\$40,000.00	1	\$40,000.00
2	106	LF	24" DIP Sewer	\$ 270.00	\$28,620.00	104	\$28,080.00
3	2,500	LF	24" PVC Sewer	\$ 163.00	\$407,500.00	2506	\$408,478.00
4	55	LF	24" PVC Sewer Under Roadway	\$ 270.00	\$14,850.00	55	\$14,850.00
5	1,080	LF	24" PVC Sewer in Existing Trench	\$ 116.00	\$125,280.00	1080	\$125,280.00
6	260	LF	Trenchless Installation of 24" DIP Sewer in 48" Steel Casing	\$ 1,060.00	\$275,600.00	270	\$286,200.00
7	1	LS	24" PVC Sewer Creek Crossing STA. 31+10.0 to 31+40.0	\$ 35,000.00	\$35,000.00	1	\$35,000.00
8	440	LF	8" DIP Sewer	\$ 60.00	\$26,400.00	100	\$6,000.00

9	220	LF	8" HDPE Sewer in Existing 15" VCP Sewer Pipe	\$ 80.00	\$17,600.00	0	\$0.00
10	3	EA	48" Manhole, 0' – 6' Depth	\$ 4,500.00	\$13,500.00	2	\$9,000.00
11	21	EA	60" Manhole, 0' – 6' Depth	\$ 6,500.00	\$136,500.00	21	\$136,500.00
12	3	EA	72" Manhole, 0' – 6' Depth	\$ 7,500.00	\$22,500.00	3	\$22,500.00
13	155	VF	Additional Manhole Sidewall	\$ 280.00	\$43,400.00	158	\$44,240.00
14	26	EA	Extra for Watertight MH F&C	\$ 425.00	\$11,050.00	26	\$11,050.00
15	2	EA	Manhole Vent Assembly	\$ 2,700.00	\$5,400.00	2	\$5,400.00
16	1	EA	Connection to Existing Manholes	\$ 3,000.00	\$3,000.00	1	\$3,000.00
17	12	EA	Abandon Existing Manholes	\$ 300.00	\$3,600.00	6	\$1,800.00
18	50	CY	Overdepth Excavation and Gravel Refill	\$ 50.00	\$2,500.00	4	\$200.00
19	50	TON	Rip-Rap	\$ 100.00	\$5,000.00	100	\$10,000.00
20	17	EA	Concrete Check Dams	\$ 2,000.00	\$34,000.00	17	\$34,000.00
21	250	LF	Flowable Fill	\$ 100.00	\$25,000.00	340	\$34,000.00
22	40	LF	Cast-In-Place Concrete	\$ 150.00	\$6,000.00	20	\$3,000.00
23	75	LF	Concrete Curb Replacement	\$ 36.00	\$2,700.00	211	\$7,596.00
24	125	SY	Permanent Pavement Repair	\$ 127.00	\$15,875.00	130	\$16,510.00
25	20	LF	6" PVC Lateral Piping	\$ 60.00	\$1,200.00	48	\$2,880.00
26	1	EA	Lateral Service Connection	\$ 3,500.00	\$3,500.00	4	\$14,000.00
27	3,800	LF	Grassing	\$ 10.00	\$38,000.00	3800	\$38,000.00
28	4,355	LF	Sewer Television Inspection	\$ 4.00	\$17,420.00	4355	\$17,420.00
29	1	LS	Sewer Flow Control	\$ 41,000.00	\$41,000.00	1	\$41,000.00
30	1	LS	Erosion Control	\$ 30,000.00	\$30,000.00	1	\$30,000.00
31	1	LS	Miscellaneous Allowance	\$ 50,000.00	\$50,000.00	0.0954	\$4,770.00
			TOTAL BID AMOUNT		\$1,481,995.00		\$1,430,754.00

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$1,481,995.00
Net Increase (Decrease) from previous Change Orders
No. 0 to Final:
\$0
Contract Price prior to this Change Order:
\$1,481,995.00
Net decrease of this Change Order:
\$51,241.00
Contract Price with all approved Change Orders:
\$1,430,754.00

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: 8/4/17
Ready for final payment: 9/4/17
Net change from previous Change Orders No. 0 to ____
to:
Substantial Completion: 8/4/17
Ready for final payment: 9/4/17
Contract Times prior to this Change Order:
Substantial Completion: 8/4/17
Ready for final payment: 9/4/17
Net increase this Change Order:
Substantial Completion: 8/4/17
Ready for final payment: 9/4/17
Contract Times with all approved Change Orders:
Substantial Completion: 9/6/17
Ready for final payment: 6/14/18

Now, Therefore, We, Cleary Construction, Inc., 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: _____
CITY PROJECT MANAGER
DATE: _____

By: _____
WATER DEPARTMENT DIRECTOR
DATE: _____

ACCEPTED:

By: _____
CONTRACTOR
DATE: _____

APPROVED:

By: _____
OWNER (Authorized Signature)
DATE: _____



July 16, 2018

Ms. Patricia McNeese
City of Franklin
124 Lumber Drive
Franklin, Tennessee 37064

Re: **City of Franklin, TN**
Curd Branch & Watson Branch Interceptor Sewer Improvements
Final Pay Application / Change Order
SSR No. 13-41-032.0 / COF No. 2014-0181

Dear Patricia:

Enclosed, please find Final Adjusting Change Order that includes the final quantities for the referenced project. Also included is the final pay request, executed warranty document and the contractor's release of liens.

The final change order reflects the final measured unit quantities installed on the project and all changes to the contract. The contract amount has decreased \$51,241.00. All items identified in the walk through have been addressed by the contractor. We now recommend acceptance of this project and final payment of **\$71,537.70** to the contractor for retainage.

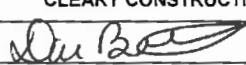
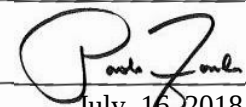
If you have any questions regarding the Final Adjusting Change Order please feel free to contact me in the office at (615)460-0543 or by email at pfonda@ssr-inc.com.

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink that reads "Paolo Fonda". The signature is written in a cursive, flowing style.

Paolo M. Fonda, P.E.

Cc: Michelle Hatcher, Brian Goodwin – FWMD
File (9)

CURD BRANCH AND WATSON BRANCH INTERCEPTOR SEWER IMPROVEMENTS PARTIAL PAYMENT ESTIMATE				CONTRACT NO. 2014-0181	
				PARTIAL PAYMENT ESTIMATE NO. 10 - FINAL	
				PAGE 1 of 3	
OWNER: CITY OF FRANKLIN, TN		CONTRACTOR: CLEARY CONSTRUCTION INC.		FROM TO	
CONTRACT CHANGE ORDER SUMMARY					
No.	Agency Approval Date	Amount			
		Additions	Deductions		
Final			51,241.00	1. Original Contract	\$ 1,481,995.00
				2. Change Orders	\$ (51,240.00)
				3. Revised Contract (1 + 2)	\$ 1,481,995.00
				4. Work Completed *	\$ 1,430,754.00
				5. Stored Materials *	\$ -
				6. Subtotal (4+ 5)	\$ 1,430,754.00
				7. Retainage *	\$ -
				8. Previous Payments	\$ 1,359,216.30
				9. Amount Due (6-7-8)	\$ 71,537.70
TOTALS		\$ -	\$ 51,241.00	* Detailed breakdown attached	
NET CHANGE		\$ -	\$ 51,241.00		
CONTRACT TIME					
Original (days)	210	On Schedule ☒ Yes ☐ No	Starting Date	2/7/2017	
Revised	210		Projected Completion	9/4/2017	
Remaining	0				
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which the previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.			ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, The quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.		
Contractor <u>CLEARY CONSTRUCTION INC.</u> By <u></u> Date <u>7/13/18</u>			Architect or Engineer <u>SMITH SECKMAN REID, INC.</u> By <u></u> Date <u>July, 16 2018</u>		
APPROVED BY OWNER: Owner <u>CITY OF FRANKLIN, TN</u> By _____ Date _____			ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with contract documents.		

CLEARY CONSTRUCTION, INC.
TOMPKINSVILLE, KY 42167

PROJECT: CURD BRANCH AND WATSON BRANCH INTERCEPTOR SEWER IMPROVEMENTS

ESTIMATE NO. #10

OWNER: CITY OF FRANKLIN, TN

FOR PERIOD: FINAL

PERCENTAGE COMPLETE: 96.5%

CONTRACT ESTIMATE											
ITEM NO.	ITEM DESCRIPTION			BID QUANTITY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS ESTIMATE	CURRENT ESTIMATE	TOTAL TO DATE	TOTAL AMOUNT
1	Mobilization (Less than 3% of Bid)			1	LS	\$ 40,000.00	\$ 40,000.00	1	-	1	\$ 40,000.00
2	24" DIP Sewer			106	LF	\$ 270.00	\$ 28,620.00	104	-	104	\$ 28,080.00
3	24" PVC Sewer			2,500	LF	\$ 163.00	\$ 407,500.00	2,506	-	2,506	\$ 408,478.00
4	24" PVC Sewer Under Roadway			55	LF	\$ 270.00	\$ 14,850.00	55	-	55	\$ 14,850.00
5	24" PVC Sewer In Existing Trench			1,080	LF	\$ 116.00	\$ 125,280.00	1,080	-	1,080	\$ 125,280.00
6	Trenchless Installation of 24" DIP Sewer In 48" Steel Casing			260	LF	\$ 1,060.00	\$ 275,600.00	270	-	270	\$ 286,200.00
7	24" PVC Sewer Creek Crossing STA. 31+10.0 to 31+40.0			1	LS	\$ 35,000.00	\$ 35,000.00	1	-	1	\$ 35,000.00
8	8" DIP Sewer			440	LF	\$ 60.00	\$ 26,400.00	100	-	100	\$ 6,000.00
9	8" HDPE Sewer In Existing 16" VCP Sewer Pipe			220	LF	\$ 80.00	\$ 17,600.00	-	-	-	\$ -
10	48" Manhole, 0' - 6' Depth			3	EA	\$ 4,500.00	\$ 13,500.00	2	-	2	\$ 9,000.00
11	60" Manhole, 0' - 6' Depth			21	EA	\$ 6,500.00	\$ 136,500.00	21	-	21	\$ 136,500.00
12	72" Manhole, 0' - 6' Depth			3	EA	\$ 7,500.00	\$ 22,500.00	3	-	3	\$ 22,500.00
13	Additional Manhole Sidewall			155	VF	\$ 280.00	\$ 43,400.00	158.00	-	158.00	\$ 44,240.00
14	Extra for Watertight MH F&C			26	EA	\$ 425.00	\$ 11,050.00	26	-	26	\$ 11,050.00
15	Manhole Vent Assembly			2	EA	\$ 2,700.00	\$ 5,400.00	2	-	2	\$ 5,400.00
16	Connection to Existing Manholes			1	EA	\$ 3,000.00	\$ 3,000.00	1	-	1	\$ 3,000.00
17	Abandon Existing Manholes			12	EA	\$ 300.00	\$ 3,600.00	6	-	6	\$ 1,800.00
18	Overdepth Excavation and Gravel Refill			50	CY	\$ 50.00	\$ 2,500.00	4	-	4	\$ 200.00
19	Rip-Rap			50	TONS	\$ 100.00	\$ 5,000.00	100	-	100	\$ 10,000.00
20	Concrete Check Dams			17	EA	\$ 2,000.00	\$ 34,000.00	17	-	17	\$ 34,000.00
21	Flowable Fill			260	LF	\$ 100.00	\$ 25,000.00	340	-	340	\$ 34,000.00
22	Cast-In-Place Concrete			40	LF	\$ 150.00	\$ 6,000.00	20	-	20	\$ 3,000.00
23	Concrete Curb Replacement			75	LF	\$ 36.00	\$ 2,700.00	211	-	211	\$ 7,596.00
24	Permanent Pavement Repair			125	SY	\$ 127.00	\$ 15,875.00	130	-	130	\$ 16,510.00
25	6" PVC Lateral Piping			20	LF	\$ 60.00	\$ 1,200.00	48	-	48	\$ 2,880.00
26	Lateral Service Connection			1	EA	\$ 3,500.00	\$ 3,500.00	4	-	4	\$ 14,000.00
27	Grassing			3,800	LF	\$ 10.00	\$ 38,000.00	3,800	-	3,800	\$ 38,000.00
28	Sewer Television Inspection			4,355	LF	\$ 4.00	\$ 17,420.00	4,355	-	4,355	\$ 17,420.00
29	Sewer Flow Control			1	LS	\$ 41,000.00	\$ 41,000.00	1.00	-	1	\$ 41,000.00
30	Erosion Control			1	LS	\$ 30,000.00	\$ 30,000.00	1	-	1	\$ 30,000.00
31	Miscellaneous Allowance			1	LS	\$ 60,000.00	\$ 60,000.00	0.0954	-	0	\$ 4,770.00
TOTAL						\$ 1,481,995.00				\$ 1,430,754.00	

SUMMARY OF ALL ESTIMATES

SUMMARY

ESTIMATE NO. 1	AMOUNT	TOTAL TO DATE
ESTIMATE NO. 1	\$ 187,174.73	\$ 187,174.73
ESTIMATE NO. 2	\$ 51,545.19	\$ 238,719.92
ESTIMATE NO. 3	\$ 324,695.06	\$ 563,414.98
ESTIMATE NO. 4	\$ 4,904.90	\$ 568,319.88
ESTIMATE NO. 5	\$ 331,605.02	\$ 899,924.90
ESTIMATE NO. 6	\$ 226,860.54	\$ 1,126,785.44
ESTIMATE NO. 7	\$ 187,961.36	\$ 1,314,746.80
ESTIMATE NO. 8	\$ 21,888.00	\$ 1,336,634.80
ESTIMATE NO. 9	\$ 22,581.50	\$ 1,359,216.30
ESTIMATE NO. 10	\$ 71,537.70	\$ 1,430,754.00

TOTAL WORK TO DATE	\$ 1,430,754.00
STORED MATERIALS	\$ -
RETAINAGE @ 5%	\$ -
TOTAL DUE CONTRACTOR TO DATE	\$ 1,430,754.00
LESS PREVIOUS PAYMENTS	\$ 1,359,216.30
AMOUNT DUE FROM THIS ESTIMATE	\$ 71,537.70

FINAL CHANGE ORDER

CLEARY CONSTRUCTION, INC.

SSR NO. 13-41-032.0
COF NO. 2014-0181

Project: CURD BRANCH AND WATSON BRANCH INTERCEPTOR SEWER IMPROVEMENTS

ITEM NO	DESCRIPTION OF WORK	SCHED. AMNT	UNIT	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITY	FINAL VALUE	NET CHANGE IN CONTRACT	NET ADDS	NET DEDUCTS
1	Mobilization (Less than 3% of Bid)	1	LS	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ -	\$ -	\$ -
2	24" DIP Sewer	106	LF	\$ 270.00	\$ 28,620.00	104	\$ 28,080.00	\$ (540.00)	\$ -	\$ (540.00)
3	24" PVC Sewer	2500	LF	\$ 163.00	\$ 407,500.00	2506	\$ 408,478.00	\$ 978.00	\$ 978.00	\$ -
4	24" PVC Sewer Under Roadway	55	LF	\$ 270.00	\$ 14,850.00	55	\$ 14,850.00	\$ -	\$ -	\$ -
5	24" PVC Sewer in Existing Trench	1080	LF	\$ 116.00	\$ 125,280.00	1080	\$ 125,280.00	\$ -	\$ -	\$ -
6	Trenchless Installation of 24" DIP Sewer in 48" Steel Casing	260	LF	\$ 1,060.00	\$ 275,600.00	270	\$ 286,200.00	\$ 10,600.00	\$ 10,600.00	\$ -
7	24" PVC Sewer Creek Crossing STA. 31+10.0 to 31+40.0	1	LS	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	\$ -	\$ -	\$ -
8	8" DIP Sewer	440	LF	\$ 60.00	\$ 26,400.00	100	\$ 6,000.00	\$ (20,400.00)	\$ -	\$ (20,400.00)
9	8" HDPE Sewer in Existing 15" VCP Sewer Pipe	220	LF	\$ 80.00	\$ 17,600.00	0	\$ -	\$ (17,600.00)	\$ -	\$ (17,600.00)
10	48" Manhole, 0' – 6' Depth	3	EA	\$ 4,500.00	\$ 13,500.00	2	\$ 9,000.00	\$ (4,500.00)	\$ -	\$ (4,500.00)
11	60" Manhole, 0' – 6' Depth	21	EA	\$ 6,500.00	\$ 136,500.00	21	\$ 136,500.00	\$ -	\$ -	\$ -
12	72" Manhole, 0' – 6' Depth	3	EA	\$ 7,500.00	\$ 22,500.00	3	\$ 22,500.00	\$ -	\$ -	\$ -
13	Additional Manhole Sidewall	155	VF	\$ 280.00	\$ 43,400.00	158	\$ 44,240.00	\$ 840.00	\$ 840.00	\$ -
14	Extra for Watertight MH F&C	26	EA	\$ 425.00	\$ 11,050.00	26	\$ 11,050.00	\$ -	\$ -	\$ -
15	Manhole Vent Assembly	2	EA	\$ 2,700.00	\$ 5,400.00	2	\$ 5,400.00	\$ -	\$ -	\$ -
16	Connection to Existing Manholes	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -	\$ -	\$ -
17	Abandon Existing Manholes	12	EA	\$ 300.00	\$ 3,600.00	6	\$ 1,800.00	\$ (1,800.00)	\$ -	\$ (1,800.00)
18	Overdepth Excavation and Gravel Refill	50	CY	\$ 50.00	\$ 2,500.00	4	\$ 200.00	\$ (2,300.00)	\$ -	\$ (2,300.00)
19	Rip-Rap	50	TON	\$ 100.00	\$ 5,000.00	100	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
20	Concrete Check Dams	17	EA	\$ 2,000.00	\$ 34,000.00	17	\$ 34,000.00	\$ -	\$ -	\$ -
21	Flowable Fill	250	LF	\$ 100.00	\$ 25,000.00	340	\$ 34,000.00	\$ 9,000.00	\$ 9,000.00	\$ -
22	Cast-In-Place Concrete	40	LF	\$ 150.00	\$ 6,000.00	20	\$ 3,000.00	\$ (3,000.00)	\$ -	\$ (3,000.00)
23	Concrete Curb Replacement	75	LF	\$ 36.00	\$ 2,700.00	211	\$ 7,596.00	\$ 4,896.00	\$ 4,896.00	\$ -
24	Permanent Pavement Repair	125	SY	\$ 127.00	\$ 15,875.00	130	\$ 16,510.00	\$ 635.00	\$ 635.00	\$ -
25	6" PVC Lateral Piping	20	LF	\$ 60.00	\$ 1,200.00	48	\$ 2,880.00	\$ 1,680.00	\$ 1,680.00	\$ -
26	Lateral Service Connection	1	EA	\$ 3,500.00	\$ 3,500.00	4	\$ 14,000.00	\$ 10,500.00	\$ 10,500.00	\$ -
27	Grassing	3800	LF	\$ 10.00	\$ 38,000.00	3800	\$ 38,000.00	\$ -	\$ -	\$ -
28	Sewer Television Inspection	4355	LF	\$ 4.00	\$ 17,420.00	4355	\$ 17,420.00	\$ -	\$ -	\$ -
29	Sewer Flow Control	1	LS	\$ 41,000.00	\$ 41,000.00	1	\$ 41,000.00	\$ -	\$ -	\$ -
30	Erosion Control	1	LS	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	\$ -	\$ -	\$ -
31	Miscellaneous Allowance	1	LS	\$ 50,000.00	\$ 50,000.00	0.0954	\$ 4,770.00	\$ (45,230.00)	\$ -	\$ (45,230.00)
	TOTAL BID AMOUNT				\$ 1,481,995.00		\$ 1,430,754.00	\$ (51,241.00)	\$ 44,129.00	\$ (95,370.00)
	FINAL CONTRACT AMOUNT						\$ 1,430,754.00			

Request for Construction Change
Final Change Order

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

Contract No. 2015-0070
Project Sanitary Sewer From West I65 to East I65

Whereas, we Dynamic Construction, LLC, entered into a contract with the CITY OF FRANKLIN, on November 8, 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:

- Closeout for the project
- Add days to the total contract for final acceptance date

Attachments (List documents supporting change):

- Table 1 – Final Adjusting Change Order Supplemental Information
- Letter dated December 14, 2017 from the Contractor concerning the additional bore length and time increase

ITEM NO.	BID QUANTITY & UNIT		DESCRIPTION OF ITEM	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITY	FINAL VALUE
1	1	LS	Temporary Facilities and Controls	\$40,000.00	\$40,000.00	1.00	\$ 40,000.00
2	5,380	LF	Seeding	\$1.50	\$8,070.00	4,589	\$ 6,883.50
3	1	LS	Erosion & Sediment Control	\$13,000.00	\$13,000.00	1.00	\$ 13,000.00
4	150	CY	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	\$40.00	\$6,000.00	111.10	\$ 4,444.00
5	1	LS	Contingency	\$50,000.00	\$50,000.00	0.00	-
5A	1	LS	Credit for using 42" casing	(\$ 13,200.00)		1.00	(\$ 13,200.00)
5B	1	EA	Correcting 16" Casing Issue	\$ 26,795.85		1.00	\$ 26,795.85
5C	1	EA	4' diameter Precast Manhole, 0 - 6' depth	\$ 3,200.00		1.00	\$ 3,200.00
5D	7	VF	4' diameter Precast Manhole Sidewall, greater than 6' depth	\$ 215.00		7.00	\$ 1,505.00
5E		LBS	Ductile iron fittings for reclaimed water line, depth adjustment	\$ 10.00		744.00	\$ 7,440.00
5F	1	LS	Sidewalk/Curb & Gutter Repair	\$ 5,700.00		1.00	\$ 5,700.00

5G	1	LS	Water Line Repair	\$ 11,200.00		1.00	\$ 11,200.00
6	50	LF	12-inch DIP CL 350 w/Protecto 401 lining Gravity Sewer	\$151.10	\$7,555.00	15.0	\$ 2,266.50
7	835	LF	12-inch PVC SDR 26 Gravity Sewer	\$90.20	\$75,317.00	831.0	\$ 74,956.20
8	2,890	LF	8-inch PVC SDR 26 Gravity Sewer	\$90.80	\$262,412.00	2,825.5	\$ 256,555.40
9	251	LF	8-inch DIP CL 350 w/Protecto 401 lining Gravity Sewer	\$99.40	\$24,949.40	250.0	\$ 24,850.00
10	330	LF	54-inch diameter liner plate tunnel installed beneath I-65 including 12-inch DIP CL 350 Gravity Sewer & 12-inch C900 DR 25 Reclaimed Water Line	\$2,130.00	\$702,900.00	369.25	\$786,500.00
11	80	LF	8" PVC SDR 26 Gravity Sewer installed inside existing 16-inch casing, complete including casing spacers and end seals	\$63.90	\$5,112.00	80.0	\$5,112.00
12	19	EA	4' diameter Precast Manhole, 0 - 6' depth	\$3,200.00	\$60,800.00	19.0	\$60,800.00
13	60	VF	4' diameter Precast Manhole Sidewall, greater than 6' depth	\$215.00	\$12,900.00	78.5	\$16,877.50
14	12	EA	6" PVC SDR 26 Gravity Sewer Service Line	\$1,640.00	\$19,680.00	12.0	\$19,680.00
15	3	EA	Manhole Vent Assembly	\$4,210.00	\$12,630.00	3.0	\$12,630.00
16	5	EA	Watertight Manhole Casting	\$1,050.00	\$5,250.00	4.0	\$ 4,200.00
17	1	EA	Connect to existing manhole	\$2,100.00	\$2,100.00	1.0	\$ 2,100.00
18	1	EA	New exterior drop assembly on existing manhole	\$3,040.00	\$3,040.00	1.0	\$ 3,040.00
19	75	LF	Concrete Encasement	\$30.00	\$2,250.00	10.0	\$ 300.00
20	4,430	LF	CCTV Inspection of New Gravity Sewer	\$1.50	\$6,645.00	4,371.5	\$ 6,557.25
21	3,050	LF	12" C900 DR 25 PVC Reclaimed Water Line	\$61.40	\$187,270.00	3,019.0	\$ 185,366.60
22	100	LF	Bore & jack 24" steel casing w/ 12" C900 DR 25 PVC reclaimed water including casing spacers and end seals	\$500.00	\$50,000.00	100.0	\$ 50,000.00
23	5	EA	12" gate valve with valve box assembly	\$3,620.00	\$18,100.00	5.0	\$ 18,100.00
24	1	EA	8" x 8" tapping sleeve and valve on existing reclaimed water line	\$5,270.00	\$5,270.00	1.0	\$ 5,270.00
25	1	EA	2" blow-off assembly	\$2,150.00	\$2,150.00	1.0	\$ 2,150.00
26	1,500	LBS	Ductile iron fittings for reclaimed water line	\$10.00	\$15,000.00	1,417.7	\$ 14,177.00
27	500	TON	Mineral Aggregate, Type A, Grading D (303-01)	\$25.90	\$12,950.00	388.2	\$ 10,054.38
28	500	TON	Asphalt Concrete Mix (PG70-22), Grading B-M2 (307-02.08)	\$98.70	\$49,350.00	519.56	\$ 51,280.57

29	2	TON	Bituminous Material for Tack Coat (TC) (403-01)	\$1,160.00	\$2,320.00	0.0	\$0.0
30	375	TON	Asphalt Surface Mix (PG70-22) (1.5" depth) - full width overlay (411-02.10)	\$112.00	\$42,000.00	461.00	\$ 51,632.00
31	3,150	SY	Cold Planing (Milling) (415-01.02)	\$4.00	\$12,600.00	4,243.0	\$ 16,972.00
			TOTAL BID AMOUNT		\$1,717,620.40		\$1,788,395.75

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$1,717,620.40	Original Contract Times: Substantial Completion: N/A Ready for final payment: 8/6/17
Net Increase (Decrease) from previous Change Orders No. 0 to Final: \$0	Net change from previous Change Orders No. 0 to ____ to: Substantial Completion: N/A Ready for final payment: 8/6/17
Contract Price prior to this Change Order: \$1,717,620.40	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment: 10/5/17
Net increase of this Change Order: \$70,775.35	Net increase this Change Order: Substantial Completion: 5/15/18 Ready for final payment: 6/14/18
Contract Price with all approved Change Orders: \$1,788,395.75	Contract Times with all approved Change Orders: Substantial Completion: 5/15/18 Ready for final payment: 6/14/18

Now, Therefore, We, Dynamic Construction 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: _____
ENGINEER
DATE: _____

By: _____
CITY PROJECT MANAGER
DATE: _____

By: _____
WATER DEPARTMENT DIRECTOR
DATE: _____

ACCEPTED:

By: _____
CONTRACTOR
DATE: _____

APPROVED:

By: _____
OWNER (Authorized Signature)
DATE: _____

Table 1 - Final Adjusting Change Order (Change Order #2) Supplemental Information

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

Final Adjusting Change Order (Change Order #2)

Item	Description	Original Contract				Construction/As-Built Amounts		Amount Over/Under	
		Qty	Unit	Unit Price	Bid Value (\$)	Actual Qty.	Actual Value (\$)	Qty.	Amount (\$)
1	Temporary Facilities and Controls	1	LS	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	-	\$ -
2	Seeding	5,380	LF	\$ 1.50	\$ 8,070.00	4,589.00	\$ 6,883.50	(791.00)	\$ (1,186.50)
3	Erosion & Sediment Control	1	LS	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00	-	\$ -
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	150	CY	\$ 40.00	\$ 6,000.00	111.10	\$ 4,444.00	(38.90)	\$ (1,556.00)
5	Contingency	1	LS	\$ 50,000.00	\$ 50,000.00	0.8528	\$ 42,640.85	(0.1472)	\$ (7,359.15)
6	12-inch DIP CL 350 w/Protecto 401 lining Gravity Sewer	50	LF	\$ 151.10	\$ 7,555.00	15.00	\$ 2,266.50	(35.00)	\$ (5,288.50)
7	12-inch PVC SDR 26 Gravity Sewer	835	LF	\$ 90.20	\$ 75,317.00	831.00	\$ 74,956.20	(4.00)	\$ (360.80)
8	8-inch PVC SDR 26 Gravity Sewer (*See note 1)	2,890	LF	\$ 90.80	\$ 262,412.00	2,825.50	\$ 256,555.40	(64.50)	\$ (5,856.60)
9	8-inch DIP CL 350 w/Protecto 401 lining Gravity Sewer (*See note 1)	251	LF	\$ 99.40	\$ 24,949.40	250.00	\$ 24,850.00	(1.00)	\$ (99.40)
10	54-inch diameter liner plate tunnel installed beneath I-65 including 12-inch DIP CL 350 Gravity Sewer & 12-inch C900 DR 25 Reclaimed Water Line	330	LF	\$ 2,130.00	\$ 702,900.00	369.25	\$ 786,500.00	39.25	\$ 83,600.00
11	8" PVC SDR 26 Gravity Sewer installed inside existing 16-inch casing, complete including casing spacers and end seals	80	LF	\$ 63.90	\$ 5,112.00	80.00	\$ 5,112.00	-	\$ -
12	4' diameter Precast Manhole, 0 - 6' depth	19	EA	\$ 3,200.00	\$ 60,800.00	19.00	\$ 60,800.00	-	\$ -
13	4' diameter Precast Manhole Sidewall, greater than 6' depth	60	VF	\$ 215.00	\$ 12,900.00	78.50	\$ 16,877.50	18.50	\$ 3,977.50
14	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	12	EA	\$ 1,640.00	\$ 19,680.00	12.00	\$ 19,680.00	-	\$ -
15	Manhole Vent Assembly	3	EA	\$ 4,210.00	\$ 12,630.00	3.00	\$ 12,630.00	-	\$ -
16	Watertight Manhole Casting	5	EA	\$ 1,050.00	\$ 5,250.00	4.00	\$ 4,200.00	(1.00)	\$ (1,050.00)
17	Connect to existing manhole	1	EA	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00	-	\$ -
18	New exterior drop assembly on existing manhole	1	EA	\$ 3,040.00	\$ 3,040.00	1.00	\$ 3,040.00	-	\$ -
19	Concrete Encasement	75	LF	\$ 30.00	\$ 2,250.00	10.00	\$ 300.00	(65.00)	\$ (1,950.00)
20	CCTV Inspection of New Gravity Sewer	4,430	LF	\$ 1.50	\$ 6,645.00	4,371.50	\$ 6,557.25	(58.50)	\$ (87.75)
21	12" C900 DR 25 PVC Reclaimed Water Line (*See note 1)	3,050	LF	\$ 61.40	\$ 187,270.00	3,019.00	\$ 185,366.60	(31.00)	\$ (1,903.40)
22	Bore & jack 24" steel casing w/ 12" C900 DR 25 PVC reclaimed water including casing spacers and end seals	100	LF	\$ 500.00	\$ 50,000.00	100.00	\$ 50,000.00	-	\$ -
23	12" gate valve with valve box assembly	5	EA	\$ 3,620.00	\$ 18,100.00	5.00	\$ 18,100.00	-	\$ -

Table 1 - Final Adjusting Change Order (Change Order #2) Supplemental Information

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

Final Adjusting Change Order (Change Order #2)

Item	Description	Original Contract				Construction/As-Built Amounts		Amount Over/Under	
		Qty	Unit	Unit Price	Bid Value (\$)	Actual Qty.	Actual Value (\$)	Qty.	Amount (\$)
24	8" x 8" tapping sleeve and valve on existing reclaimed water line	1	EA	\$ 5,270.00	\$ 5,270.00	1.00	\$ 5,270.00	-	\$ -
25	2" blow-off assembly	1	EA	\$ 2,150.00	\$ 2,150.00	1.00	\$ 2,150.00	-	\$ -
26	Ductile iron fittings for reclaimed water line	1,500	LBS	\$ 10.00	\$ 15,000.00	1,417.70	\$ 14,177.00	(82.30)	\$ (823.00)
27	Mineral Aggregate, Type A, Grading D (303-01) (See Note 3)	500	TON	\$ 25.90	\$ 12,950.00	388.20	\$ 10,054.38	(111.80)	\$ (2,895.62)
28	Asphalt Concrete Mix (PG70-22), Grading B-M2 (307-02.08) (See Note 3)	500	TON	\$ 98.70	\$ 49,350.00	519.56	\$ 51,280.57	19.56	\$ 1,930.57
29	Bituminous Material for Tack Coat (TC) (403-01) (See Note 3)	2	TON	\$ 1,160.00	\$ 2,320.00	0.00	\$ -	(2.00)	\$ (2,320.00)
30	Asphalt Surface Mix (PG70-22) (1.5" depth) - full width overlay (411-02.10) (See Note 3)	375	TON	\$ 112.00	\$ 42,000.00	461.00	\$ 51,632.00	86.00	\$ 9,632.00
31	Cold Planing (Milling) (415-01.02) (See Note 3)	3,150	SY	\$ 4.00	\$ 12,600.00	4,243.00	\$ 16,972.00	1,093.00	\$ 4,372.00
					\$ 1,717,620.40		\$1,788,395.75		\$ 70,775.35

NOTE 1: The value of the Original Contract Amount = \$1,717,620.40

NOTE 2: The Final Contract Amount (based on the actual quantities of materials installed) = \$1,788,395.75

NOTE 3: Based on information stated in NOTE 1 and NOTE 2, the value of the Final Adjusting Change Order = + \$70,775.35



December 14, 2017

Re: Sanitary Sewer from West I-65 to East I-65

The following is a recap of this morning's meeting.

The bore length increase from a plan quantity of 330 linear feet to 370 linear feet for the following reasons:

1. On the west side of the bore there is a water line, gas line, and power pole that necessitated the bore pit be moved further to the west.
2. The plan shows the casing pipe starting approximately 15 feet behind the sidewalk. This is on the road side of the power pole.
3. The makeup of the existing material to be excavated was very unstable. As discussed before, using casing pipe in lieu of tunnel liner was fortunate. As the bore advanced under Old Peytonsville Road, the existing fill material began to fall in. We were able to push the casing forward to prevent further loss of existing fill. Had we used tunnel liner that would not have been the case. By the time the next section of tunnel liner would have been bolted together much more fill would have collapsed conceivably causing the road to fail. Similarly, had we excavated the bore pit closer to the road, that same material would be disturbed and exposed over a long period of time possibly resulting in road failure.

The bore has taken longer than expected for the following reasons:

1. Heavy rains produced an inordinate amount of ground water making working conditions inside the casing pipe extremely difficult thereby spending additional time.
2. Because of the makeup of the existing ground the original bore went off line damaging the cutting head. We had to begin blasting and tunneling to bring the casing back to the original alignment. As the material was not solid rock small shots had to be used to disturb as little of the existing fill as possible. A number of the shots did not remove the material needed to achieve the realignment resulting in the need to perform quite a bit of hand breakage using an air spade.

Request for Construction Change
Final Change Order

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

Contract No. 2017-0198
Project Goose Creek Inn Sanitary Sewer Extension

Whereas, we Civil Constructors entered into a contract with the CITY OF FRANKLIN, on October 10, 2017, 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:

- Add days to the total contract for final acceptance date

Attachments (List documents supporting change):

- Construction Change Authorization (Work Order) No. 2
- Construction Change Authorization (Work Order) No. 4

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times:
\$580,387.60	Substantial Completion: N/A
Net Increase (Decrease) from previous Change Orders	Ready for final payment: 5/6/18
No. 0 to Final:	Net change from previous Change Orders No. 0 to ____ to:
\$0	Substantial Completion: N/A
Contract Price prior to this Change Order:	Ready for final payment: 5/6/18
\$580,387.60	Contract Times prior to this Change Order:
Net increase of this Change Order:	Substantial Completion: N/A
\$0	Ready for final payment: 5/6/18
Contract Price with all approved Change Orders:	Net increase this Change Order:
\$580,387.60	Substantial Completion: N/A
	Ready for final payment: 28 days
	Contract Times with all approved Change Orders:
	Substantial Completion: N/A
	Ready for final payment: 6/3/18

Now, Therefore, We, Civil Constructors, 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/PROJECT MANAGER
DATE: _____

By: _____
CITY PROJECT MANAGER
DATE: _____

By: _____
WATER DEPARTMENT DIRECTOR
DATE: _____

ACCEPTED:

By: _____
CONTRACTOR
DATE: _____

APPROVED:

By: _____
OWNER (Authorized Signature)
DATE: _____

CONSTRUCTION CHANGE AUTHORIZATION (WORK ORDER)

TO: Ms. Patricia McNeese, P.E.
Project Manager
City of Franklin WMD
124 Lumber Drive
Franklin, TN 37064
(615) 550-6674

FROM: C&T Engineering and
Inspection
203 Third Ave South
Franklin, TN 37064
(615) 567-3306

DATE: May 3, 2018

PROJECT: City of Franklin, Tennessee
Goose Creek Inn Sewer Extension

WORK ORDER NUMBER: 002

CDM SMITH PROJ. NO.: 2017-0276

SUBJECT: Goose Creek Inn
Time Extension

CITY PROJECT NO.: 2017-0198

REFERENCE: April 17, 2018 RFI-2 Civil Request

DESCRIPTION:

At the April 17th 2018 Goose Creek Inn Sewer Extension Progress Meeting, Dalton Clark Project Manager with Civil Constructors; submitted RFI-2 requesting a formal time extension to the project. See the project files for a signed copy of RFI-2.

The purpose of this work order is to grant twenty-one additional calendar days to the Goose Creek Sewer Extension project. The calendar day extension was calculated as follows:

- 12-Calendar day extension for the Grading Permit Approval
- 9-Calendar day extension for inclement weather delays from 2/5/18 – 4/20/18
- The Substantial Completion date has been extended to May 27th, 2018

No monetary change to the contract is required for this Work Order.

ATTACHMENTS: March 5, 2018 Civil Constructor's Proposal (attached)

C&T Engineering and Inspection:

By:



Date: May 3, 2018

CONTRACTOR:

By:



Date: May 3, 2018

Request for Information (RFI)

Project Name: City of Franklin Water Management Department Goose Creek Inn Sewer Extension Project		
Owner's Project No.: 2017-0198	C&T Engineering Project Number: 2017-0276	
Contractor: Civil Constructors, LLC P.O. Box 685 Franklin, TN 37065	RFI No.: 002	
	Date: 4/17/2018	
Subject: Time Extension Request		
Spec Section: Local Climatology Data		Detail: Email

QUESTION:

Please see attached supporting and backup documentation.

Please Respond by This Date: 5/1/2018

Submitted by Contractor: Dalton Clark, Civil Constructors, LLC Date: 4/17/18

Received by (C&T Engineering and Inspection): Tom Lamb Date: 4/14/2017

RESPONSE:

The City completed review of your time extension request dated 4/17/2018 requesting twenty-six calendar days be added to the contract. After reviewing the data submitted with RFI #2 the City rejects the request for an additional twenty-six calendar day extension. The City will grant the following calendar day time extension which shall be:

- 12 Calendar day extension for the Grading Permit Approval
- 9 Calendar day extension for inclement weather from 2/5/18 - 4/20/18

The City will grant a twenty-one-calendar day time extension to the contract revising the Substantial Completion date from May 5th, 2018 to May 27th, 2018.

By: Patricia McNeese, Representing the City of Franklin

Date: 5/9/18

Signature: *Patricia McNeese*

Distribution: Contractor, Owner, File, Field, RFI Notebook

P.O. Box 685
Franklin, Tennessee 37065



Telephone (615) 236-9000
Fax (615) 236-9001

April 17, 2018

Patricia McNeese, P.E., Utilities Project Manager
City of Franklin, Water Management Department
124 Lumber Drive
Franklin, TN 37064

Re: COF Contract No. 2017-0198
Goose Creek Inn Sewer Extension
Time Extension Request

Dear Patricia:

We are sending this letter to request a time extension on the Goose Creek Inn Sewer Extension project, City of Franklin ("COF") Contract No. 2017-0198. After reviewing our schedule and the other contributing factors that have caused delays, Civil Constructors, LLC ("Civil") requests an additional twenty-six calendar days be added to the contract duration, extending the substantial completion date from May 5, 2018 to May 31, 2018.

Greg Wallace, who was still with Civil at the time, sent the plans to the COF and requested the form for the grading permit on February 14, 2018, however the City did not respond to the initial email until February 21, 2018 and the City Stormwater Management Grading Permit was not issued until March 2, 2018, preventing us from beginning work prior to that date. The email chain which started on February 14, 2018 is attached. Based on the prior information, we believe an additional sixteen calendar days should be added to the contract completion date.

Another consideration for time extension is the weather impact on this project since our work in crossing Five Mile Creek is directly dependent upon dry weather. Any rainfall event over 0.5-1.0" has the possibility of delaying work for up to three days. To date, we have had a total of ten days we were unable to work because of the creek being too high. Please see the following page for the climatology data for Franklin, TN. The days Civil were unable to work due to rainfall or the creek being up too much are highlighted in yellow. Based on this information, we believe an additional ten days should be added to the contract completion date, totaling nineteen days.

Please review this time extension request and consider granting Civil an additional twenty-six days to complete the Goose Creek Inn Sewer Extension project, COF Contract No. 2017-0198.

Thanks,


Dalton Clark

Project Manager

Franklin, TN Climatology			
Date	Rainfall (")	Date	Rainfall (")
3/1/2018	0.39	4/1/2018	0.08
3/2/2018	0.00	4/2/2018	0.00
3/3/2018	0.00	4/3/2018	1.05
3/4/2018	0.00	4/4/2018	0.00
3/5/2018	0.12	4/5/2018	0.00
3/6/2018	0.02	4/6/2018	0.15
3/7/2018	0.00	4/7/2018	0.00
3/8/2018	0.02	4/8/2018	0.00
3/9/2018	0.00	4/9/2018	0.00
3/10/2018	0.03	4/10/2018	0.00
3/11/2018	0.75	4/11/2018	0.00
3/12/2018	0.11	4/12/2018	0.00
3/13/2018	0.00	4/13/2018	0.00
3/14/2018	0.00	4/14/2018	1.07
3/15/2018	0.00	4/15/2018	0.56
3/16/2018	0.00	4/16/2018	0.01
3/17/2018	0.13	4/17/2018	
3/18/2018	0.01	4/18/2018	
3/19/2018	0.03	4/19/2018	
3/20/2018	0.10		
3/21/2018	0.00		
3/22/2018	0.00		
3/23/2018	0.07		
3/24/2018	0.91		
3/25/2018	0.00		
3/26/2018	0.00		
3/27/2018	0.00		
3/28/2018	1.55		
3/29/2018	0.59		
3/30/2018	0.00		
3/31/2018	0.00		

Dalton Clark

From: Adam Charriere
Sent: Tuesday, April 17, 2018 3:43 PM
To: Dalton Clark
Subject: FW: Goose Creek Inn Sewer Extension
Attachments: image001.jpg; ATT00001.htm; image001.jpg; ATT00002.htm; SWG Permit Form.pdf; ATT00003.htm

From: Greg Wallace
Sent: Wednesday, February 21, 2018 10:53 AM
To: Adam Charriere <a.charriere@civilconstructors.com>
Subject: Fwd: Goose Creek Inn Sewer Extension

Greg Wallace
Civil Constructors, LLC
Cell: 615-981-1229
g.wallace@civilconstructors.com

Begin forwarded message:

From: Amanda Ray <amanda.ray@franklintn.gov>
Date: February 21, 2018 at 10:47:50 AM CST
To: Greg Wallace <g.wallace@civilconstructors.com>
Subject: RE: Goose Creek Inn Sewer Extension

Hey Greg,

I am so sorry for the delayed response. I've been in and out of the office with myself and the kiddo being sick. I am sending you the form, please fill it out, fees are waived. Once you send it back I will forward to whomever wil sign on behalf of the City (still trying to figure that one out). Thanks!

Amanda Ray
Engineering Dept – City of Franklin, TN
615-791-3218
[City of Franklin, TN : Engineering](#)

CITY HALL IS CLOSED ON THE FOLLOWING DAYS:

3/30/18: Good Friday, 5/28/18: Memorial Day, 7/4/18: Independence Day.

9/3/18 – Labor Day, 11/22/18 – 11/23/18 – Thanksgiving,

12/24/18 – 12/25/18 – Christmas

The information included in this email is not to be used for design or engineering purposes. An individual or organization must provide calculations and construction plans to the City and verify all information that is shared in this communication prior to construction. The City is not responsible for any errors or omissions contained herein.

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From: Greg Wallace [<mailto:g.wallace@civilconstructors.com>]

Sent: Wednesday, February 14, 2018 2:54 PM

To: Amanda Ray <amanda.ray@franklintn.gov>

Cc: Lance Fittro <lance.fittro@franklintn.gov>; Ellen Moore <ellen.moore@franklintn.gov>

Subject: RE: Goose Creek Inn Sewer Extension

ATTENTION COF staff: *This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.*

The attached on the city plans. Let me know if you need anything different.
Thanks.

Gregory M. Wallace | Project Manager

Civil Constructors, LLC

425 Downs Boulevard

Franklin, TN 37064

Email: g.wallace@civilconstructors.com

Tel: 615.236.9031 | Fax: 615.236.9001 | Cell: 615.981.1229

CONSTRUCTION CHANGE AUTHORIZATION (WORK ORDER)

TO: Ms. Patricia McNeese, P.E.
Project Manager
City of Franklin WMD
124 Lumber Drive
Franklin, TN 37064
(615) 550-6674

FROM: C&T Engineering and
Inspection
203 Third Ave South
Franklin, TN 37064
(615) 567-3306

DATE: May 29, 2018

PROJECT: City of Franklin, Tennessee
Goose Creek Inn Sewer Extension

WORK ORDER NUMBER: 004 ~~CDM SMITH PROJ. NO.: 2017-0276~~

SUBJECT: Goose Creek Inn
Time Extension Request #2

CITY PROJECT NO.: 2017-0198

REFERENCE: RFP-004 Civil Time Extension Request (attached)

DESCRIPTION:

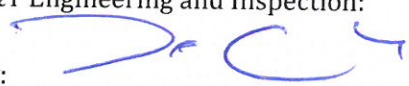
At the May 17th, 2018 Goose Creek Inn Sewer Extension Progress Meeting, Dalton Clark Project Manager with Civil Constructors; submitted RFP #4 requesting a formal time extension to the project due to inclement weather.

The request for time extension is between April 21st, 2018 and May 6th, 2018 for a total of 7-calendar days. C&T Engineering and Inspection reviewed the request and compared the request and supporting documentation to captured project weather data and electronic weather data from the City of Franklin Water Reclamation Facility.

On May 29th, 2018 Tom lamb with C&T Engineering and Inspection concurred with the time extension request for weather delays and recommended an additional 7-calendar days be added to the Goose Creek Inn Sewer Extension contract.

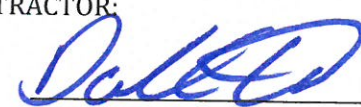
ATTACHMENTS: May17th, 2018 Civil Constructors(attached)

C&T Engineering and Inspection:

By: 

Date: May 29, 2018

CONTRACTOR:

By: 

Date: May 29, 2018

By Patricia McNeese, Representing the City of Franklin

Signature: Patricia McNeese

Date: 6/11/18

Received
5/17/18

RFP #4

P.O. Box 685
Franklin, Tennessee 37065



Telephone (615) 236-9000
Fax (615) 236-9001

May 17, 2018

Patricia McNeese, P.E., Utilities Project Manager
City of Franklin, Water Management Department
124 Lumber Drive
Franklin, TN 37064

Re: COF Contract No. 2017-0198
Goose Creek Inn Sewer Extension
Time Extension Request

Ten Laws
This paragraph does not
make sense for consideration
of a time extension request.

Dear Patricia:

We are sending this letter to request a time extension on the Goose Creek Inn Sewer Extension project, City of Franklin ("COF") Contract No. 2017-0198. After reviewing our schedule and the other contributing factors that have caused delays, Civil Constructors, LLC ("Civil") requests an additional seven calendar days be added to the contract duration.

Another consideration for time extension is the weather impact on this project since our work in crossing Five Mile Creek is directly dependent upon dry weather. Any rainfall event over 0.5-1.0" has the possibility of delaying work for up to three days. Since our last submitted time extension request, we have had an additional seven days we were unable to work because of the creek being too high. Please see the following page for the climatology data for Franklin, TN. The days Civil were unable to work due to rainfall or the creek being up too much are highlighted in yellow. Based on this information, we believe an additional seven days should be added to the contract completion date.

Please review this time extension request and consider granting Civil an additional seven days to complete the Goose Creek Inn Sewer Extension project, COF Contract No. 2017-0198.

Thanks,

Dalton Clark
Project Manager

only part of this request
being considered

Received 5/17/18

Franklin, TN Climatology					
Date	Rainfall (")	Date	Rainfall (")	Date	Rainfall (")
3/1/2018	1.09	4/1/2018	0.00	5/1/2018	0.00
3/2/2018	0.19	4/2/2018	0.02	5/2/2018	0.00
3/3/2018	0.00	4/3/2018	0.00	5/3/2018	0.00
3/4/2018	0.00	4/4/2018	1.05	5/4/2018	0.03
3/5/2018	0.00	4/5/2018	0.00	5/5/2018	1.13
3/6/2018	0.44	4/6/2018	0.00	5/6/2018	0.23
3/7/2018	0.00	4/7/2018	0.14	5/7/2018	0.00
3/8/2018	0.00	4/8/2018	0.00	5/8/2018	0.00
3/9/2018	0.00	4/9/2018	0.00	5/9/2018	0.00
3/10/2018	0.00	4/10/2018	0.00	5/10/2018	0.02
3/11/2018	0.00	4/11/2018	0.00	5/11/2018	0.01
3/12/2018	0.73	4/12/2018	0.00	5/12/2018	0.00
3/13/2018	0.06	4/13/2018	0.00	5/13/2018	0.00
3/14/2018	0.00	4/14/2018	0.00	5/14/2018	0.00
3/15/2018	0.00	4/15/2018	1.71	5/15/2018	0.00
3/16/2018	0.00	4/16/2018	0.22	5/16/2018	0.08
3/17/2018	0.02	4/17/2018	0.00	5/17/2018	0.00
3/18/2018	0.01	4/18/2018	0.00	5/18/2018	0.00
3/19/2018	0.04	4/19/2018	0.04	5/19/2018	0.00
3/20/2018	0.01	4/20/2018	0.00	5/20/2018	0.00
3/21/2018	0.10	4/21/2018	0.00	5/21/2018	0.00
3/22/2018	0.00	4/22/2018	0.00	5/22/2018	0.00
3/23/2018	0.00	4/23/2018	2.66	5/23/2018	0.00
3/24/2018	0.91	4/24/2018	0.04	5/24/2018	0.00
3/25/2018	0.00	4/25/2018	0.11	5/25/2018	0.00
3/26/2018	0.00	4/26/2018	0.02	5/26/2018	0.00
3/27/2018	0.00	4/27/2018	0.18	5/27/2018	0.00
3/28/2018	0.00	4/28/2018	0.00	5/28/2018	0.00
3/29/2018	1.87	4/29/2018	0.00	5/29/2018	0.00
3/30/2018	0.26	4/30/2018	0.00	5/30/2018	0.00
3/31/2018	0.00			5/31/2018	

Sunday



Progress Meeting No. 9 Sign-In
Goose Creek Inn Sewer Extension Project
City of Franklin, Tennessee
 Contract No. 2017-0198
Monday, June 11, 2018
2:30 pm

Name	Company	Contact Phone No.	Email Address	Present
Patricia McNeese	City of Franklin WMD	615.550.6674	Patricia.mcneese@franklintn.gov	PGM
Jerry Zemlo	City of Franklin WMD	615.794.4554	jerry.zemlo@franklintn.gov	
Michelle Hatcher	City of Franklin WMD	615.794.4554	michelle.hatcher@franklintn.gov	
Ben Conner	City of Franklin WMD	615.794.4554	ben.conner@franklintn.gov	
Dustin Harper	City of Franklin WMD	615.794.4554	dustin.harper@franklintn.gov	
Brian Goodwin	City of Franklin WMD	615.794.4554	brian.goodwin@franklintn.gov	
Ben McNeil	City of Franklin WMD	615.794.4554	ben.mcneil@franklintn.gov	
Dalton Clark	Civil Constructors	615.236.9018	d.clark@civilconstructors.com	
Adam Charriere	Civil Constructors	615.236.9019	a.charriere@civilconstructors.com	
Tom Lamb	C&T	615.567.3306	tom.lamb@ct-eng.net	

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0185**

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

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

**SPENCER CREEK @ FRANKLIN ROAD SANITARY
SEWER PROJECT**

1. SCOPE OF SERVICES. Consultant shall provide construction engineering and inspection services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (FIFTY-FOUR THOUSAND ONE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS) (\$54,875.00).

**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



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615.783.1515

August 14, 2018

Ms. Patricia McNeese, PE
Utilities Project Manager
City of Franklin
124 Lumbar Dr.
Franklin, TN 37064

Re: Spencer Creek Sewer Improvements-2014-0044: Construction Administration

Dear Ms. McNeese:

We appreciate the opportunity to submit this proposal for Permitting, Bidding, and Construction Administration Services for the above mentioned project. The project will include the following tasks.

Task 1- Design:

- A. Hazen will update the 2015 previously approved plans and specifications to match the City's current standards for materials.
- B. Hazen will incorporate additional plan sheets to dig up and replace 175 feet of 8" ductile iron sewer behind PF Chang's to address deteriorated pipe and 60 linear feet of sag in the profile between MH A-4 and A-5 as shown in as-built drawings.
- C. Prepare bid documents and have review meeting with City.

Task 2- Permitting:

The project was originally permitted back in 2015 with CSX, TDEC (ARAP, DWPC, NPDES), TDOT, and USACE. Current status of each permit is listed below.

- CSX: Permit remains active.
- TDEC ARAP: Permit active until April 6, 2020, however the annual maintenance fee of \$350 for 2016 and 2017 has not been paid to TDEC. Correspondence with TDEC will be required to determine what steps are needed to regain compliance.
- TDEC DWPC: Approval expired on May 29, 2016. Plans and Specifications have to be resubmitted for approval, \$275 fee.
- TDEC NPDES: Permit remains active. Requires Notice of Termination to be submitted to be terminated.

- TDOT: Permit expired on February 13, 2016. Application has to be resubmitted for approval.
- USACE: Permit expired but can be reopened, per Mark McIntosh (Department of Army).

Hazen will coordinate with the above permitting agencies and resubmit necessary materials needed per the requirements listed including any reimbursable permit fees.

Task 3 - Bidding:

Hazen will prepare and distribute bid documents per the City of Franklin purchasing department guidelines. Hazen will be responsible for answering questions and preparing addendums during the bidding process and conduct a pre-bid conference, attend bid opening, review bids and make an award recommendation to the City. After approval, Hazen will prepare contract documents for signatures by the City and the Contractor.

Task 4 - Construction Administration:

Hazen will conduct a pre-construction meeting, review submittals, provide RFI and Change Order review/recommendation and review monthly contractor pay requests. Hazen will perform site visits as needed and conduct a monthly progress meeting. Hazen will prepare a brief status report and issue to the City via email each month throughout the project along with each invoice. Each report will include the status of milestones, updates on project activities, follow up on action items and other information pertinent to the project. Hazen will coordinate project closeout documentation and prepare record drawings based upon markups provided by the Contractor and City inspector. Hazen will communicate regularly with the City's inspector about site activities. Responsibilities of the City's Inspector include, but not limited to, the following:

- Document Stored Material Quantities,
- Daily Inspection of Construction Site BMPs,
- Daily Observation and Coordination of Contractor(s),
- Document Daily Material Quantities Installed and Assist Hazen with Monthly Pay Request,
- Pipe and Manhole Acceptance Testing,
- Record Drawing Markup,
- Initial Punch List Item Development,

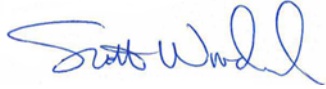
Hazen proposes to perform this scope of services for a not-to-exceed fee of \$51,850, to be invoiced monthly based on established hourly rates and time documented, plus expenses. Expenses are anticipated to be \$1,325 for permitting and \$1,000 for Expenses (printing, travel, lodging, mileage, shipping, etc.) for a total fee of \$54,175. Refer to Attachment A for fee breakdown and categorical rates.

Hazen will begin work immediately upon notice to proceed. No out-of-scope work will be performed without prior written approval by the City. If unforeseen conditions or consulting needs arise beyond what is specifically mentioned in the Scope of Services above, and upon prior written approval by the City, Hazen will provide the additional services on an hourly basis based upon rates established between

Franklin and Hazen. Environmental assessment, public meetings, resident project representative, and easement acquisition/negotiation are not included in the scope of work.

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

Sincerely,

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

Scott Woodard, PE
Vice President

cc: Michael Orr, PE – Project Manager

ATTACHMENT A

City of Franklin

Spencer Creek Sewer Improvements: Design-RePermit-CA

		Woodard	Orr	J. Ponzio	B. Edwards	Lawrence	Hours/ Task	Fee
		VP/Project Principal	Associate	Assistant Engineer	Designer/ Technician	Administrative		
TASK 1 - Design								
1.1	Update 2015 Plans and Specs. Add 8" sewer at PF Chang's		24	12	48		84	\$ 10,560.00
1.2	Prepare Bid Documents		16	8	8	16	48	\$ 5,720.00
1.3	Bid Document Review Meeting w/City		4				4	\$ 700.00
	Task Total	0	44	20	56	16	136	\$ 16,980.00
TASK 2 -Permitting								
2.1	TDEC ARAP		2				2	\$ 350.00
2.2	TDEC WPC - Plans/Spec/Fee Prep/Submittal		8	4	16		28	\$ 3,520.00
2.3	TDEC NPDES - NOI submittal		2				2	\$ 350.00
2.4	TDOT - Plans Prep/Submittal			4	4		8	\$ 860.00
2.5	USACE - Permit Activation Coordination		2				2	\$ 350.00
	Task Total	0	14	8	20	0	42	\$ 5,430.00
TASK 3 - Bidding								
3.1	Distribute Documents to Bidders, Maintain Plan Holders List			4		8	12	\$ 1,040.00
3.2	Conduct Pre-Bid meeting		4				4	\$ 700.00
3.3	Respond to Questions during Bidding - Addendums	1	16	8	8	4	37	\$ 5,020.00
3.4	Prepare Bid Tabulations to determine Lowest Responsive Bidder & Issue Award Recommendation Letter	1	2	4			7	\$ 990.00
3.5	Coordinate with City and Lowest Responsive Bidder for Submittal of Required Contract Documents	1	8	4		4	17	\$ 2,340.00
	Task Total	3	30	20	8	16	65	\$ 10,090.00
TASK 4 - Construction Phase Services								
4.1	Conduct Pre-Construction meeting / Site Visit		4	4			8	\$ 1,140.00
4.2	RFI and Submittal document review		24	8		4	36	\$ 5,380.00
4.3	Site visits as needed. (Daily Inspection Reports and Quantity Documentation for Pay Requests shall be done by City)		32				32	\$ 5,600.00
4.4	Review Monthly Pay Request and Change Order Documents.		18				18	\$ 3,150.00
4.5	Project Closeout Documentation		8				8	\$ 1,400.00
4.6	Prepare record drawings from City and Contractor markups		4		16	4	24	\$ 2,680.00
	Task Total	0	90	12	16	8	126	\$ 19,350.00
	TOTAL	3	178	60	100	40	369	\$ 51,850.00

Expenses (printing, travel, lodging, mileage, shipping, etc.)

\$ 1,000.00

Reimbursible Permit Fees

\$ 1,325.00

Total Estimated Fee

\$ 54,175.00

<u>Classification</u>	<u>Rate</u>
VP/Project Principal	\$200
Quality Control	\$205
Senior Associate	\$195
Associate	\$175
Sr. Principal Engineer	\$155
Sr. Principal Scientist	\$140
Sr. Principal Architect	\$140
Principal Engineer	\$130
Principal Scientist	\$120
Principal Architect	\$120
Engineer	\$120
Scientist	\$105
Architect	\$105
Assistant Engineer	\$110
Assistant Scientist	\$95
Assistant Architect	\$95
Sr. Hydraulic Modeler	\$160
Principal Designer	\$125
Designer/ Technician	\$105
Drafter	\$85
Construction Manager	\$140
Sr. Field Coordinator	\$120
Sr. Field Inspector	\$110
Administrative	\$75
Intern/Co-op	\$60

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0189

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

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

Implementation of Adaptive Signal Control Technology (ASCT) System (TDOT PIN 116144.01)

1. SCOPE OF SERVICES. Consultant shall provide technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Four Hundred Thirty-Five Thousand Three Hundred Thirty-Seven and No/100 Dollars (\$435,337.00).

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

**Scope of Services (“Attachment A”) for City of Franklin
Adaptive Signal Control Technology (ASCT) System Implementation
(COF Contract No. 2018-0189)**

Description of Services

Title I Services (*Before Contractor Selection*):

Service tasks provided during the development of the construction plan will include:

- Initial evaluation of corridor(s), challenges and opportunities
- Site Survey to include:
 - Temple, Inc. (Temple) traveling on-site to gather intersection information to determine material needed
 - Observation of traffic conditions and general observations (not a formal traffic study)
 - Review existing intersection detection and associated cabinet wiring inputs
 - Review existing signal control cabinets and communications networking
- Present initial project details: construction needs, early signal groupings, basic configurations
- Provide report from the survey, which includes:
 - Documenting observations regarding traffic patterns/trends that affect detection placement (i.e. justification for set-back distance and filter zones)
 - Possible recommendations on any required Traffic Cabinet Modifications (i.e. card rack space, controller firmware, etc.)
 - Identify challenges and make recommendations for strategies to help mitigate these challenges
- Schedule and attend a formal review meeting with the City of Franklin and consultants to discuss implementation changes that are necessary from the project plan review.
- Assist in the development of Final Construction/Project Plans to be completed by the City of Franklin and their consultants with any questions they may have regarding operation. This includes Temple’s trip(s) to assist with any design-related questions.
- Initial PC SCOOT Design – Temple will work with the engineering firm to recommend detector placement for PC SCOOT operation.
- Review and Implement Changes – Temple will solicit City/Consultant feedback from the final review of the plans and make changes as needed/required.

Description of Services (Continued):

Title II Services (*After Contractor Selection*):

Service tasks provided during the construction and implementation phase will include:

- Provide Detailed Project Plan/Configuration
- Contractor Installation Training, which will “certify” that the contractor is properly trained on providing Service Provider with detailed information (such as a detector input to controller report) that is needed for SCOOT to operate correctly
- PC SCOOT Database Development
 - Measurement: To be paid upon completion of Validation
- PC SCOOT Intersection Validation
 - Measurement: Validation will be completed just prior to System Turn-On
- Adaptive Turn-On and Configuration
- Fine Tuning and System Calibration
- Intersection & Region (Group) Graphics/Maps Development as part of Validation Services
- Maintenance/Installation Checklists - Temple will provide on-site maintenance training for City staff and perform all hardware related verification checklists for system installation.
- Operation/Theory Training – Temple will provide on-site training for operation of the PC SCOOT system and training on the theory of how PC SCOOT works. Training will comply with approved Systems Engineering Analysis (SEA) requirements, and a training plan will be submitted for approval prior to conducting the training.
- Testing/Report – Temple will conduct on-site testing, along with the City and engineering firm, as described in the Request for Proposals (RFP). Temple will submit a testing plan for approval prior to testing. Temple will also deliver a results report upon conclusion of testing.
- Configuration Audits – Temple will conduct configuration audits as described in the RFP.
- Post Acceptance Test / Maintenance / Warranty Period – After the project completes acceptance testing, the Temple/Siemens team will support the project under the maintenance plan, which includes remote support of the system as well as on-site visits as required. If remote support cannot solve an issue, then Temple will send a SCOOT specialist on-site.

General Schedule

Title I Services

- On-Site Services – Up to forty-five (45) calendar days of on-site work to complete Title I Services.
- Remote Services – Up to sixty (60) calendar days, performed concurrently with on-site services, to complete Title I Services. The additional time includes full documentation and report.

Title II Services

- Title II work for Functional Adaptive Control will provide on-site and remote services to deploy the Siemens SCOOT adaptive system in the City of Franklin, TN.
- On-Site Services – Up to one hundred fifty-two (152) person days (e.g. 8 person days per intersection) of on-site work to complete Title I Services.
- Remote Services – Performed concurrently with on-site services

General Note(s) (Title I and Title II Services)

- The above scope of work is subject to the requirements, terms, and conditions of the RFP. If there are inconsistencies between the scope and the RFP requirements, then the RFP requirements shall govern.

Free Breakdown

The breakdown of fees for this scope of services are as follow:

Title I Services				
Item	Quantity	Unit	Unit Price (\$)	Ext. Amount (\$)
On-site Technical Services	1	Lump Sum	40,000.00	40,000.00
Remote Technical Services	1	Lump Sum	15,000.00	15,000.00
<i>Total for Title I Services:</i>				55,000.00

Free Breakdown (Continued)

Title II Services					
Item	Description	Quantity	Unit	Unit Price (\$)	Ext. Amount (\$)
Adaptive Software	PC SCOOT (Set of 10 Licenses)	2	Each	72,042.00	144,084.00
	SCOOT Interface for TACTICS	1	Included	No Cost	No Cost
<i>Subtotal for Adaptive Software:</i>					144,084.00
Adaptive Services	Validation/Field Tuning	19	Each*	7,500.00	142,500.00
	Acceptance Testing	19	Each*	987.00	18,753.00
	Annual SCOOT Maint. Services	5	Each*	12,000.00	60,000.00
	SCOOT Training	1	Lump Sum	15,000.00	15,000.00
<i>Subtotal for Adaptive Services:</i>					236,253.00
<i>Total for Title II Services:</i>					380,337.00

* Denotes "All Inclusive"

Total Cost of services for implementation of the adaptive signal control technology system, as described in this Scope of Services is \$435,337.00.

Payment Terms

Payment is full compensation for furnishing and installing the adaptive signal control technology items complete and in place according to the RFP requirements. Payment(s) shall be made on a Lump Sum basis per Task as follows:

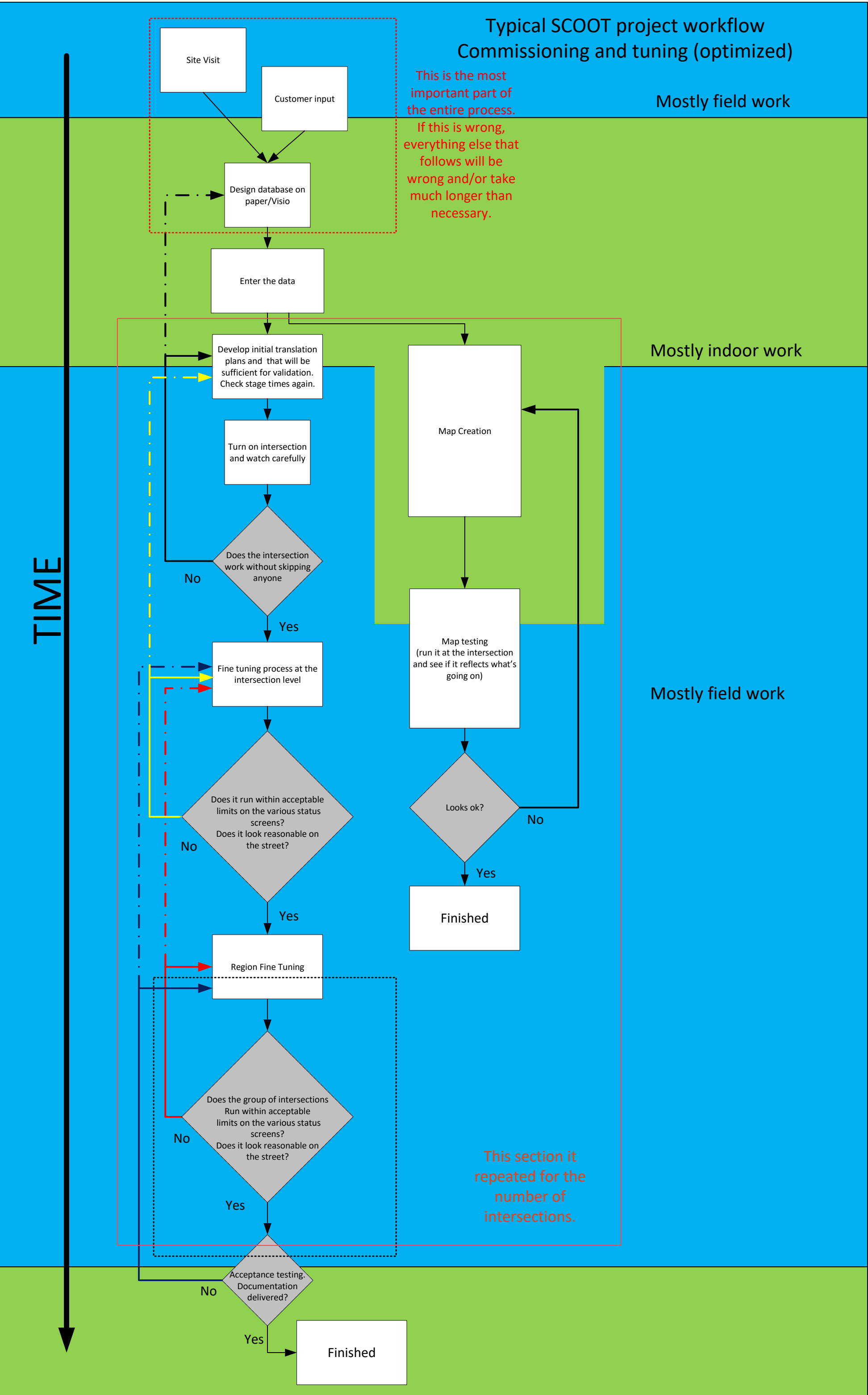
Title I Services:

- Task 1A (On-Site Technical Services) - \$40,000.00
 - o Full payment (100%) shall be made upon completion of Title I Services.
- Task 1B (Remote Technical Services) - \$15,000.00
 - o Full payment (100%) shall be made upon completion of Title I Services.

Payment Terms (Continued)

Title II Services:

- Task 2A (Adaptive Software) - \$144,084.00
 - Partial payment (50%) shall be made upon completion of the following:
 - Acceptance of SCOOT computers & software installation, and
 - Proof of Purchase of Adaptive Software
 - Remaining payment (50%) shall be made upon final delivery of a fully functional (i.e. delivered, installed, integrated, tested, and accepted) adaptive system.
- Task 2B (Adaptive Services) - \$236,253.00
 - Partial payment (50%) shall be made after service provider completes the following:
 - Initial intersection geometric & timing discovery,
 - Communications & intersection detection layout discovery,
 - SCOOT intersection translation plan development,
 - SCOOT build documentation, and
 - Database creation.
 - Remaining payment (50%) shall be made after final delivery (i.e. delivered, installed, integrated, tested, and accepted) of a fully functional adaptive system.
 - *This final payment includes, but is not limited to: acceptance testing, annual maintenance services for five (5) years, SCOOT training, and use taxes.*



PC SCOOT®

Adaptive Traffic Control

PC SCOOT® manages traffic control in real time

The successful management of traffic in the 21st century places many demands upon traffic engineers and officials. As the volume of traffic on highways and roadways continues to grow at a greater rate than the capacity of the road network, the effect of traffic congestion is an ever increasing problem in towns and cities throughout North America. The traffic engineer in a modern traffic control center is continually working to maximize the efficiency of the traffic flow while minimizing any disruptions caused by incidents and events.

The implementation of an effective adaptive control system benefits traffic in the town or city as well as the local economy and environment.

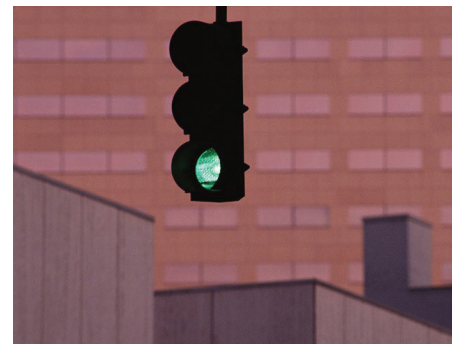
Operating on Microsoft Windows®

The latest release of the SCOOT® adaptive control system – PC SCOOT® – combines proven adaptive algorithms with the enhanced functionality in the user interface, all operating on a Microsoft Windows® PC-platform. This combination of Siemens' proven SCOOT® software and the Microsoft Windows® operating system [OS] offers a solution which is flexible enough to meet the traffic needs of any municipality, from small towns to the largest urban metropolis.

The effect of traffic congestion is an ever increasing problem in towns and cities throughout North America.

The introduction of PC SCOOT® by Siemens allows more cost-effective systems integration and commonality of hardware across the range of traffic management and control systems. This in turn reduces maintenance requirements and provides more opportunities for implementing a range of ITS solutions:

- World leading adaptive control
- Increased standardization within traffic control centers
- Microsoft Windows® OS
- Customized congestion management tool kit



- Reduced equipment and maintenance costs
- Real IP communications
- Maximizes network efficiency
- Improved access to management data
- Reductions in delay of over 20%
- Ease-of-use for new users
- Simple installation and migration
- SCOOT adaptive control
- Public transport priority
- Emergency vehicle green waves
- Car park management and guidance
- Fixed time signal control with automatic plan selection
- Traffic flow monitoring
- Queue and congestion detection
- Tidal flow control
- Pollution monitoring

The latest version of the PC SCOOT® adaptive traffic control software has been proven in over 100 towns and cities around the world as effective in reducing congestion and maximizing the efficiency of the road network.

Proven to reduce congestion

The latest version of the PC SCOOT® adaptive traffic control software has been proven in over 100 towns and cities around the world as effective in reducing congestion and maximizing the efficiency of the road network.

ITS is the keystone of urban traffic management and Siemens offers a variety of solutions ranging from a single system to a comprehensive integrated package including on-street equipment and complementary adaptive, central and regional systems networked together.

PC SCOOT® operates as part of a larger solution, working in tandem with other Siemens advanced transportation management systems [ATMS]. The ATMS provide traffic management and control, and prepares the controller's timing plans for interaction and adjustment by PC SCOOT®.

Features that maximize efficiency

ITS flexibility allows engineers to control and monitor traffic over a wide area, combining traditional traffic control with a host of additional functions to best achieve maximum efficiency:

Making better use of modern communication systems

Modern communications technology offers a range of flexible options, which until now have not been available for adaptive control. PC SCOOT® has been enhanced to enable the use of modern communications technology used by ITS solutions and, in turn, absorb inconsistencies and delays in data delivery with less impact on the system. This reduces dependency on traditional leased line communications techniques and opens up the potential to utilize a wide range of modern communications technologies previously unavailable to SCOOT® systems. This allows utilization of cost-effective communications infrastructures that can be optimized to individual system constraints and available infrastructure.

Improving public transport priority and pedestrian movement facilities

Public transport priority is increasingly seen as crucial in maintaining the effectiveness of buses and light rail systems as viable alternatives to the private car.

ITS flexibility allows engineers to control and monitor traffic over a wide area, combining traditional traffic control with a host of additional functions to best achieve maximum efficiency.



PC SCOOT® introduces several enhancements in the control of traffic signals, improving public transport priority and increasing efficiencies in dealing with pedestrian movements. Enhanced bus priority phase skipping is now included in PC SCOOT®, reducing delays to buses waiting at the signals by skipping intermediate side road stages where appropriate. The system includes comprehensive guidance on when phase skipping is appropriate and when it may be inadvisable. The approach of a bus can be indicated by on-vehicle transponders activating special detectors, or the location can be provided by a bus management system using any automatic vehicle location system. On-street tests have shown benefits of up to four (4) seconds reduced delay per bus.

PC SCOOT® provides improved control of intelligent pedestrian facilities, using the traffic signal controller and special detectors to monitor pedestrians crossing the road and feeding this information back into the SCOOT® model optimizing the vehicle greens. This reduces wasted time where pedestrian crossings have long requirements for green times due to design constraints, by providing the appropriate amount of green time to pedestrians based upon detection.

Following the introduction of SCOOT®-based systems, 'before and after' studies have shown substantial reductions, both in journey times and delays.

Vehicles are detected on all approaches to each junction under PC SCOOT® control, with occupancy being measured every quarter second. This creates a profile for each link, which the SCOOT® model uses to predict queue behavior at each stop line. This in turn is used in the optimization calculation. The model also predicts delays and the build-up of congestion as part of the efficiency index.

PC SCOOT® models traffic detected on-street to adapt three key traffic control parameters continuously – the amount of green for each approach (Split), the time between adjacent signals (Offset), and the time allowed for all approaches to a signalled intersection (Cycle time). As a result the signal timings evolve with the changing traffic situation without any of the traditional disruption caused by changing fixed time plans on other traffic control systems.



Features

PC SCOOT® introduces a number of key new features which provide invaluable assistance to the traffic manager in maximizing the efficiency of traffic flow. A new Congestion Supervisor feature provides more early warning of congestion, as well as providing recommendations for action to reduce congestion as a result of repeatable, predictable conditions which occur within the network.

The Congestion Supervisor feature continuously monitors the SCOOT® network, evaluating overall performance levels and identifying congestion and wasted capacity. Where congestion levels exceed a defined threshold, the system automatically investigates the likely cause. It looks for the critical link and follows the congested route through the network, analyzing reasons for the degradation in performance and suggesting changes to system configuration to improve efficiency.

The Congestion Supervisor feature uses information already available within the PC SCOOT® system and does not require any additional equipment or detection. Having diagnosed a congestion problem, the recommended action to take will then be reported to the user either directly from PC SCOOT® or through an integrated ATMS. Overall, the PC SCOOT® Congestion Supervisor feature aims to target regularly recurring congestion rather than congestion caused as a result of incidents.

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August 23, 2018

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, City Engineer/Director of Engineering
Jonathan Marston, Assistant Director of Engineering

SUBJECT: Status Report for Transportation, Stormwater, and Parks Capital Projects

Purpose

The purpose of this memo is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

Transportation

Mack Hatcher Parkway Northwest Extension (SR-96 West to Hillsboro Road)	
Key Dates:	Design Start – August 14, 2007 (BOMA Approval); Re-Design Completion – October 2017; ROW Start – December 2009; ROW Completion – December 2017; Construction Bid Date – December 2018 / January 2019* <i>*Denotes Estimated Date</i>
Cost:	Design – \$3,502,501; ROW – \$13,397,520 (Provided by TDOT); Construction – \$48,200,000 (Provided by TDOT) <i>Note: City of Franklin Funding Commitment of \$5,000,000</i>
Status Update:	On May 9, 2017, TDOT released its annual 3-year (FY 2018-2020) transportation program. The construction of Mack Hatcher Parkway, from Highway 96 West (SR-96) to Hillsboro Road (SR-106) is included in the list of projects. It is programmed to receive funding in FY 2018. TDOT has requested changes to the proposed acquisition of 1 property. These changes will delay the construction letting. Staff continues to work with TDOT to minimize that delay.

Transportation (continued)

Hillsboro Road Improvements Phase 2 (Independence Square to Mack Hatcher Parkway)	
Key Dates:	Design Start – March 24, 2008 (BOMA Approval); Design Completion – March 2015; ROW Start – March 2013; ROW Completion – May 2015; Bid Date – January 2016; Construction Start – April 18, 2016; Original Construction Completion – June 21, 2017 (430 calendar days); Missed Construction Completion – November 22, 2017 (CO#1 Additional 154 Calendar Days; 584 Calendar Days based upon delays and utility conflicts); Construction Completion – June 2018 (Contractor Delays) <i>*Denotes Estimated Date</i>
Cost:	Design – \$1,324,221 (Design fees include the SR96-IndSq Project as well); ROW – \$3,000,000; Construction Bid – \$11,995,005.13 (\$1,750,000 Reimbursable through State and Federally Approved Funding; Includes AT&T and ATMOS Reimbursable items totaling \$441,677.00); Current Construction – \$12,358,278.59 (CO#1-2)
Status Update:	The project is substantially complete. A final walk-thru was held on Monday, June 25 th . Liquidated Damages were assessed at \$1,600 a day until substantial completion was reached on May 23 rd . Change Order #2 was approved on the June 26 th BOMA agenda for a contract increase of \$661,244.97. Project closeout has begun.

Hunters Bend Elementary Safe Routes to School	
Key Dates:	Design Start- January 2014; Design Complete – December 2015; ROW Acquisition - N/A; Construction Start – April 24, 2017; Construction Complete – Substantial Completion on May 9, 2018 (Contract Deadline January 31, 2018) <i>*Denotes Estimated Date</i>
Cost:	Design/Inspection - \$157,955; Construction - \$673,076
Status Update:	Project is substantially complete and fully open to pedestrian traffic.

Murfreesboro Road (SR-96) Sidewalk (Pinkerton Park to Mack Hatcher Parkway)	
Key Dates:	Design Start- June 2014; Design Complete – June 2017; ROW Acquisition Complete – August 2017; Construction Start – August 14, 2017; Construction complete – July 2018* <i>*Denotes Estimated Date</i>
Cost:	Total – \$1,511,299.81
Status Update:	All sidewalk and drives are poured. Asphalt drives are completed. Pedestrian buttons are installed. Final dressing of slopes and seeding is completed. General project cleanup is ongoing. The substantial completion July 17, 2018.

Transportation (continued)

Franklin Road Corridor Improvements (Harpeth River Bridge to Harpeth Industrial Court)	
Key Dates:	Design Start- January 2015; ROW Design Complete – December 2017; ROW Acquisition Start - April 2018; Construction Start – May 2019* <i>*Denotes Estimated Date</i>
Cost:	Total - \$14,300,000.00 (Estimated)
Status Update:	Final design updates are still ongoing. Right-of-way acquisition process began this Spring. A public meeting was held on March 20 th . Staff sent the initial batch of property acquisition (e.g. right-of-way and easements) offers in early August. Survey crews will be staking easements and ROW starting the week of August 13 th .

East McEwen Drive Phase 4 Improvements (Cool Springs Boulevard to Wilson Pike)	
Key Dates:	Design Start – April 2015; NEPA Completion – July 2018*; Design Completion – December 2018*; ROW Acquisition Start – October 2018*; ROW Acquisition End – December 2019*; Construction Start – January 2020*; Construction End – May 2022 <i>*Denotes Estimated Date</i>
Cost:	Design - \$1,210,000 (Preliminary - \$497,000; Final - \$713,000); NEPA - \$125,018 ROW Acquisition – TBD; Construction – TBD
Status Update:	Final NEPA document has been submitted to TDOT for review and approval. Designer is working on finals plans, which include proposed utility relocations. Right-of-way process will begin later in 2018 (e.g. late Summer/early Fall)

Columbia Avenue Widening & Improvements (Mack Hatcher Parkway to Downs Boulevard)	
Key Dates:	Preliminary Design/Environmental Start - February 9, 2016 (BOMA Approved); Preliminary Design/Env. Completion – February 2018; Design Start – August 2018*; Design Completion – December 2019*; ROW Start– March 2020*; ROW End – October 2021*; Construction Start – March 2022*; Construction End – October 2024* <i>*Denotes Estimated Date</i>
Cost:	Prelim. Design – \$1,070,450.00; Design TBD; ROW – TBD; Construction – TBD;
Status Update:	The Board has selected the 5-lane access management option. Staff is currently seeking Board input on various design elements, e.g. underground utilities, bicycle/pedestrian facilities, and access control.

Transportation (continued)

East McEwen Drive Roundabout Modifications	
Key Dates:	Design Start – March 2017; Design Complete– July 2018*; ROW Start – July 2018*; ROW Complete – September 2018*; Construction – TBD <i>*Denotes Estimated Date</i>
Cost:	Preliminary Design/Environmental – \$86,155; ROW - \$350,000 Construction - \$1,250,000
Status Update:	Consultant is working to finalize plans and determine any necessary utility relocations. ROW anticipated to start in Aug 2018. Depending upon the completion of the ROW process, construction could begin in October/November timeframe.

Intersection Improvements at Mallory Lane and Liberty Pike	
Key Dates:	Design Start – February 14, 2017 (BOMA Approved); Design Completion – TBD; ROW – TBD; Construction – TBD
Cost:	Design - \$229,965.00; ROW – TBD; Construction – TBD;
Status Update:	Consultant is working on the completion of plans. Draft right-of-way plans were submitted on 1-10-18 and have been reviewed by staff. Traffic geometrics are being investigated for final lane number and capacity. Geotechnical firm is preparing to investigate subsurface conditions in preparation for retaining wall design. Exhibit of preliminary design will be presented at future CIC and/or BOMA work session.

Stormwater

100-Block Battle Avenue Drainage Improvements	
Key Dates:	Design Start – July 24, 2012 (BOMA Approved); Design Completion – April 2018*; Easement Acquisition Completion – TBD Construction Start – TBD <i>*Denotes Estimated Dates</i>
Cost:	Initial Study – \$46,500.00; Final Design – \$131,700.00 (Including Amendment 1 of \$68,200.00); Construction Estimate- \$2,400,000.00* (Includes \$1MM for Easements)
Status Update:	Staff seeks direction from the Board on whether to proceed with the project.

Stormwater (continued)

Jordan Branch of Spencer Creek (Cool Springs East) Stream Restoration	
Key Dates:	Design Start – May 26, 2015 (BOMA Approved); Design Completion – June/July 2018*; ROW/Easement Acquisition – May 2018*; Construction - TBD <i>*Denotes Estimated Dates</i>
Cost:	Design - \$113,445.00; Construction Estimate - \$750,000
Status Update:	Construction contract was advertised for bids on June 7 TH . The bid opening was held on July 17 TH . No bids were received. Staff is working with the designer to address contractor concerns. The project will be re-advertised for bids in late July or early August.

Ralston Creek (Liberty Hills) Stream Restoration	
Key Dates:	Feasibility Study Start – November 19, 2015 (BOMA Approved); Feasibility Study Completion – April 2017; Design Start – September 2017; Design End – TBD; ROW/Easement Acquisition – TBD; Construction - TBD
Cost:	Design - \$68,700.00
Status Update:	Feasibility Study Complete. Consultant working on a stream bank stabilization project and updating the model to determine exact floodplain to present at a public meeting. A public meeting will be scheduled for late August 2018 to provide an overview of the feasibility study and to allow for public comments on the proposed improvements.

Harpeth River Bank Stabilization at the Water Reclamation Facility	
Key Dates:	Design Start – August 11, 2015 (BOMA Approved); Design Completion – Fall 2017; ROW/Easement – N/A; Construction Start – September 2018; Construction End – December 2017
Cost:	Design - \$74,000.00; ROW/Easement – N/A; Construction – 311,782.21
Status Update:	Work is complete. Staff and the designer continue to monitor the site. Following the 1-year warranty period, a final change order will be presented to the BOMA in late 2018 for consideration.

Stormwater (continued)

Carnton Lane Culvert Replacement	
Key Dates:	Design Start- September 9, 2016 (BOMA Approved); Design Completion- July 2017; ROW/Easement(s) – November 2017; Construction Start– July 2018*; Construction End – October 2018* <i>*Denotes Estimated Dates</i>
Cost:	Design - \$18,580.00; ROW/Easement – N/A; Construction – TBD
Status Update:	Bids were opened April 27, 2018. BOMA approved contract award to Adams Contracting, LLC in June. A pre-construction meeting will be scheduled and the Notice to Proceed will be issued upon completion of signed contracts.

Watson Branch Culvert Rehabilitation	
Key Dates:	Design Start – November 22, 2016 (BOMA Approval); Design Completion – October 2017; ROW/Easement Start – November 2017; ROW/Easement End – March 2018; Construction Start – August 2018*; Construction End – November 2018*; <i>*Denotes Estimated Dates</i>
Cost:	Design - \$30,640.00; ROW/Easement – TBD; Construction – TBD
Status Update:	Preliminary plans are complete. ARAP and CGP permits were approved by TDEC and received June 5, 2017. A permit to access TDOT right of way on Mack Hatcher was received June 13, 2017. Temporary construction easements and PU&DE easement documents have been filed with court.

Parks

Southeast Municipal Complex Master Planning	
Key Dates:	Planning Start – June 2017; Planning Completion – August 2018*
Cost:	Planning - \$396,046.00; Design – TBD; Construction - TBD
Status Update:	Geotechnical investigation, traffic analysis, and ESA Permit are complete. Placement and footprint of new wastewater plant has been finalized. A core group meeting was conducted on 8-31-17 to get input from stakeholders. A public input meeting was conducted on February 5, 2018 at City Hall and was well attended. Consultant completed the draft concept plan February 13, 2018, and presented it to the BOMA meeting on March 13, 2018. Four meetings have been held with staff and input received on the naming and branding of park.

Parks (continued)

Southeast Municipal Complex (Lockwood Parcel) Construction Documents	
Key Dates:	Design Start – July 2017; Design Completion – TBD;
Cost:	Design - \$310,158.00; Purchase of property – \$500,000; Construction – TBD;
Status Update:	The boundary survey, Robinson Lake hydrographic survey, and the preliminary dam analysis are complete. The Topographic survey is finished. A more in-depth conceptual plan for the dam is underway. The purchase of the property was completed by the City.

Engineering Services for Reconstruction of Tennis Courts at Jim Warren Park	
Key Dates:	Design Start – June 2018; Design Completion – TBD;
Cost:	Design - \$; 74,575.00; Construction – TBD;
Status Update:	Contract for design was awarded to Collier Engineering. Design work began in June 2018 and topo survey has been completed.